

**CONTRACT NAME: AGREEMENT BETWEEN FLEETNET AND DAVIS JOINT  
UNIFIED SCHOOL DISTRICT**

**BRIEF DESCRIPTION OF AGREEMENT:** The radio service agreement provides Digital Wide Area portable radio service for the District. This continues the services currently provided by FleetNet for DJUSD. This is a two year agreement beginning July 1, 2018 and ending June 30, 2020.

**FISCAL IMPACT:** The cost of this service is \$20,885 per year and is included in the approved budget.

### Desired Service

- ☐ FleetNet™ Digital Wide Area Service
 ☐ FleetNet™ Digital Wide Area Roaming Service  
☐ FleetNet™ Digital Local Service
 ☐ Equipment Rental

### Length of Service

- ☐ The term of this agreement shall begin \_\_\_\_\_ and shall continue: \_\_\_\_\_  
☐ Month-to-Month
 ☐ One Year
 ☐ Two Years
 ☐ Three Years
 ☐ Four Years
 ☐ Five Years

### Provided Equipment/Service

other \_\_\_\_\_

<input type="checkbox"/> FleetNet™ Digital Wide Area Service	_____	@	_____	=	_____
	Quantity		Per Unit		Line Total
<input type="checkbox"/> FleetNet™ Digital Wide Area Roaming Service	_____	@	_____	=	_____
	Quantity		Per Unit		Line Total
<input type="checkbox"/> FleetNet™ Digital Local Service	_____	@	_____	=	_____
	Quantity		Per Unit		Line Total
<input type="checkbox"/> Equipment Rental	_____	@	_____	=	_____
	Quantity		Per Unit		Line Total
<input type="checkbox"/> Add FleetNet™ Phone Service	_____	@	_____	=	_____
	Quantity		Per Unit		Line Total
<input type="checkbox"/> Additional Fleet	_____	@	_____	=	_____
	Quantity		Per Unit		Line Total
<input type="checkbox"/> Add Select Call	_____	@	_____	=	_____
	Quantity		Per Unit		Line Total
<input type="checkbox"/> Add GPS	_____	@	_____	=	_____
	Quantity		Per Unit		Line Total
	FCC Use Fee		Per Unit		Line Total

Total Monthly Charge \_\_\_\_\_

### Additional Information:

Customer hereby enters into this agreement with FleetNet™ for equipment rental and services as stated above, subject to the terms and conditions on the reverse side.

\_\_\_\_\_  
Company Name Signature

\_\_\_\_\_  
Printed Name and Title Date

\_\_\_\_\_  
Customer Address City State Zip Code

\_\_\_\_\_  
Telephone Fax E-mail

## TERMS AND CONDITIONS

This Agreement between Fleetnet ("Company") and Customer is subject to the following terms and conditions:

1. **Equipment.** As used in this Agreement, "Equipment" means radios and related apparatus that are supplied by Company, and does not refer to Customer owned radio equipment.
2. **Payments.** Charges for service and for Equipment rental (if applicable) shall be paid in monthly installments, beginning on the fifth day of the month following execution of the Agreement, and on the fifth day of each succeeding month throughout the term hereof, at 680 Tyler Street, Eugene, Oregon 97402, or at such other place as Company may designate from time to time. Any installment payment not made by the fifteenth (15<sup>th</sup>) day of the month shall be considered overdue and in addition to Company's other remedies, Company may levy a late payment charge equal to five percent (5%) per month on any overdue amount. Rent for any partial month shall be prorated. The escalator rate for this contract is set at \_\_\_\_\_% annually.
3. **Use.** Customer shall use the Equipment in a careful and proper manner and shall comply with and conform to all national, state, municipal, police and other laws, ordinances and regulations in any way relating to the possession, use or maintenance of the Equipment.
4. **Disclaimer.** Company disclaims any and all warranties, express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose, and Company shall have no liability for unsatisfactory communications service experienced by Customer for any reason whatsoever.
5. **Maintenance and Repair.** If Equipment is rented from Silke, Customer shall keep the Equipment in good condition, and shall be responsible for any damage to Equipment, including damage caused by abuse, neglect, water, fire or acts of God.
6. **Risk of Loss.** If Equipment is rented, Customer hereby assumes and shall bear the entire risk of loss and damage to the Equipment from any and every cause whatsoever. No loss or damage to the Equipment or any part thereof shall impair any obligation of Customer under this Agreement, which shall continue in full force and effect through the term of the Agreement. In the event of loss or damage of any kind whatever to the Equipment, Customer shall, at Company's option: Place the same in good repair condition and working order; or replace the same with like equipment in good repair, condition and working order; or pay to Company the replacement cost of the Equipment.
7. **Surrender.** Upon the expiration or earlier termination of this Agreement, Customer shall return the Equipment to Company in good repair, condition and working order, ordinary wear and tear resulting from proper use thereof alone excepted, by delivering the Equipment at Customer's cost and expense to such place as Company shall specify within the city or county in which the same was delivered to Customer.
8. **Liens and Encumbrances.** Customer shall keep the Equipment free and clear of all levies, liens and encumbrances. Customer shall report, pay and discharge when due all fees, assessments and taxes arising out of use or operation of the Equipment imposed by any state, federal or local government or any agency, whether or not the same shall be assessed against or in the name of company or customer. Customer shall reimburse Company for any damages or expenses resulting from such failure to pay or discharge.
9. **Remedies.** If Customer fails to pay any rent or other amount herein provided within ten (10) days after the same is due and payable, or if customer fails to perform any other obligation under this Agreement, Company shall have the right in exercise any one or more of the following remedies: To declare the entire amount of rent hereunder immediately due and payable without notice or demand to Customer; to sue for and recover all rents, and other payments, then accrued or thereafter accruing, including any early termination fee pursuant to Section 10; to take possession of the Equipment without demand or notice, wherever same may be located, without any court order or other process of law; to terminate this Agreement; to pursue any other remedy at law or in equity. Customer hereby waives any and all damages occasioned by such taking of possession. Notwithstanding any repossession or any other action which Company may take. Customer shall be and remain liable for the full performance of all obligations on the part of the Customer to be performed under this Agreement. All of Company's remedies are cumulative, and may be exercised concurrently or separately.
10. **Termination.** This Agreement shall remain in effect for its entire stated length of service, and Customer has no right of early termination. In the event of a default by Customer before the end of the term of this Agreement, Customer shall pay a early termination fee of \$ \_\_\_\_\_. For non-Company owned equipment, Customer will be subject to a termination fee equal to the remaining period of the service agreement at the Company's sole discretion.
11. **Assignment.** Neither this Agreement nor any interest therein is assignable or transferable by operation of law. If any proceeding under the Bankruptcy Act, as amended, is commenced by or against the Customer, or if the Customer is adjudged insolvent, or if Customer makes any assignment for the benefit of his creditors, or if a writ of attachment or execution is levied on the Equipment and is not released or satisfied within ten (10) days thereafter, or if a receiver is appointed in any proceeding or action to which the Customer is a party with authority to take possession or control of the Equipment, Company shall have and may exercise any one or more of the remedies set forth in Section 9 hereof; and this Agreement shall, at the option of the Company, without notice, immediately terminate and shall not be treated as an asset of Customer after the exercise of said option.
12. **Ownership.** If the Equipment is rented, it shall at all times be and remain, the sole and exclusive property of Company; and the Customer shall have no right, title or interest therein or thereto except as expressly set forth in this Agreement.
13. **UCC Filing.** If Company shall so request, Customer shall execute and deliver to Company such documents as Company shall deem necessary or desirable for purposes of recording or filing to protect the interest of Company in the Equipment including, but not limited to a UCC financing statement.
14. **Legal Expenses.** If any arbitration, suit, or action is instituted to interpret or enforce the provision of this Agreement, or otherwise with respect to the subject matter of this Agreement, the party prevailing on an issue will be entitled to recover with respect to such issue, in addition to costs, reasonable attorney fees incurred in the preparation, prosecution, or defense of such arbitration, suit or action as determined by the arbitrator or trial court, and if any appeal is taken from such decision, reasonable attorney fees as determined on appeal.
15. **Governing Law.** This Agreement shall be construed and enforced according to laws of the State of Oregon. This instrument constitutes the entire agreement between the parties on the subject matter hereof and it shall not be amended, altered or changed except by a further writing signed by the parties hereto.

Read and Approved by Customer: \_\_\_\_\_