

Date: 10/24/2017

CUSTOMER ORDER

Bill To Customer: SAN RAFAEL CITY SCHOOLS		Ship To Customer: SAME - Superintendents Office	
Address: 310 Nova Albion Way		Address:	
Dept / Location:		Dept / Location:	
City: San Rafael	St: CA	City:	St:
Zip: 94903		Zip:	
Fax #		Delivery Contact Name: Theresa Allyn	
Phone#: (415) 492-3205 Contact: Doug Marquand		Delivery ContactPhone#: (415) 492-3233	
Email: dmarquand@srcs.org		Delivery Contact Email: tallyn@srcs.org	
I.T. Contact Name:		I.T. Phone#:	
I.T. Email:			

☐ Cash ☒ Lease **EverBank** ☐ Other Date Requested: _____

QTY	Model#	Description	Serial#	Totals	Entrance Information
1	1102ND2US0	TASKalfa 6052ci Color MFP		\$7,195.00	<input checked="" type="checkbox"/> Front <input type="checkbox"/> Rear <input type="checkbox"/> Floor Level <input type="checkbox"/> Stairs <input checked="" type="checkbox"/> Elevator <input type="checkbox"/> Ramp <input type="checkbox"/> Special Instructions
1	1203RV2US0	DF-7120 1,000 Sheet Finisher			
1	1703RG0UN0	Attachment Kit AK-7100 for DF-7120 / DF-7			
1	1203R86US0	DP-7110 270 Sheet Dual Scan Doc Feeder			
1	1503RK2US0	Fax System 12			
1	1203RC2US0	PF-7110 Dual 1,500 Sheet Paper Trays			
1	1203NK2US0	PH-7A Punch Unit for DF-7120/7110			
		Delivery, Installation and Networking		Included	
		ALL Parts, Labor, Travel and Toner		Included	
		Staples		Included	
		*CPC rates fixed for 5 years			
Returned Equipment		Lease	Trade-in		<div>665-54</div> Link to CA Tax Rates
Model	Serial #	Device #			
Comments:		Sub Total		\$7,195.00 plus tax	
<i>Contract shall comply with Amendment to copy rental agreement # 41572023 executed on 8/16/17 + 10/24/17 Dsm</i>					
<i>Contract pending board approval 11/13/17</i>					

NETWORK SUPPORT AGREEMENT

Please Check one: ☐ Phone Support \$9.95 per month ☐ ___ Years HyPAS App Support \$350 per year
☐ 3 Hour on site support- \$350.00 ☐ 5 Hour on site support- \$575.00 ☐ 10 Hour on site support- \$1,125.00

MAINTENANCE AND SUPPLIES AGREEMENT

GOLD	SILVER
Includes - Toner, Developer, Drums, or Photoconductors, Filters, Parts, Preventative Maintenance & Labor	Includes Parts & Labor Only
Excludes - Paper, Staples, Labels or Transparencies	Excludes - Supply Units, Paper, Staples, Labels or Transparencies, Fuser, Maintenance Kits

CONTRACT PRICING

Base Billing Cycle Is: base of for Black & White images
 for Color images
 Overage Billing Cycle Is: Black & White Images
 Color Level 1 images

Prepared By:
Brad Honsberger
Discovery Sales Rep

Accepted By: *D. Marquand*
Buyer's Signature

*Signature acknowledges buyer has received and accepted terms and conditions

DOUGLAS MARQUAND
Print Name

Asst. Supt. Business Serv.
Title

10/24/17
Date

Print Name

This Order Subject To Management Approval



AMENDMENT TO COPY RENTAL AGREEMENT

Please fax completed and signed to 1-866-329-8795
Questions or need assistance? Call 1-866-550-8795

RE: COPY RENTAL AGREEMENT NUMBER: 41572023 BY AND BETWEEN

CUSTOMER: SAN RAFAEL CITY SCHOOLS

OWNER: EVERBANK COMMERCIAL FINANCE, INC.

The above referenced Copy Rental Agreement (the "Agreement") is hereby amended as follows:

Section. TERMS AND CONDITIONS:

In this section, "NEW JERSEY" is hereby deleted and replaced with "CALIFORNIA."

Section. Personal Guaranty:

This section is hereby deleted in its entirety.

Section 1. AGREEMENT, DELIVERY AND ACCEPTANCE:

The following language in this section, "The Swaps Rate is published in the Federal Reserve Statistical release H.15 and can be found at <http://www.federalreserve.gov/releases/h15/update/>. You authorize us to adjust the Monthly Rental Payment up or down by not more than 15% if the total amount we have paid in connection with the purchase, delivery and installation of the Equipment, including any trade-up and buyout amounts (collectively, the "Total Cash Price") differs from the estimated Total Cash Price originally assumed for documentation purposes," is hereby deleted in its entirety.

The twelfth sentence of this section is hereby deleted in its entirety and restated as follows: "Invoices will be sent out 25 days before they are due and if any Monthly Rental Payment or other amount payable to Us is not paid within 15 days of its due date, You will owe Us a late charge not to exceed the greater of 10% of each late payment or \$20.00 (or such lesser rate or amount as is the maximum allowable under applicable law.)"

Section 3. EQUIPMENT LOCATION: USE AND REPAIR: RETURN:

The twelfth sentence of this section is hereby deleted in its entirety and restated as follows: "You will pay all expenses of uninstalling, crating and shipping and You will insure the Equipment for its full replacement value during shipping."

Section 4. TAXES AND FEES:

The second sentence of this section, "You will reimburse Us for all administrative costs associated with the preparation, filing, payment, and other costs necessary to properly administer taxes associated with the Equipment," is hereby deleted in its entirety.

The following language in this section, "You further agree to pay Us a documentation fee to cover Our expenses in processing this Agreement. If applicable, You agree to pay a supply delivery charge if billed, on a per machine basis, plus applicable taxes," is hereby deleted in its entirety.

Section 8. DEFAULT:

In the first sentence of this section, "10 days" is hereby deleted and replaced with "15 days."

Section 9. REMEDIES:

The second sentence of this section is hereby deleted in its entirety and restated as follows, "In the event of any dispute or enforcement of rights under this Agreement or any related agreement, the prevailing party shall be entitled to recover reasonable attorney's fees (including any incurred before or at trial, on appeal or in any other proceeding,) actual court costs and any other collection costs, including any collection fee."

Section 15. OVERAGES AND COST ADJUSTMENTS:

The second sentence of this section, "At the end of the first year of this Agreement and once each successive twelve month period, We may increase the Per Copy Charge and the Overage Copy Charge by a maximum of not greater than 15% of the existing charge," is hereby deleted in its entirety.

The third sentence of this section is hereby deleted in its entirety and restated as follows, "You may carry over any credits in any month in which You make fewer copies than the Minimum Copies per month."

All other terms and conditions in the Agreement shall remain in full force and effect.

EVERBANK COMMERCIAL FINANCE, INC.

OWNER

X

Authorized Signature

Print Name and Title

Date

SAN RAFAEL CITY SCHOOLS

CUSTOMER

X

Authorized Signature

Print Name and Title

Date

1. AGREEMENT; DELIVERY AND ACCEPTANCE. You agree to rent the equipment and any other property described on the front of this Agreement (collectively "Equipment") on the terms and conditions shown on the front and second page. If You have entered into any purchase or supply contract ("Supply Contract") with any Supplier, You assign to Us Your rights under such Supply Contract, but none of Your obligations (other than the obligation to pay for the Equipment if it is accepted by You as stated below and You timely deliver to Us such documents and assurances as We request.) You will arrange for the delivery of the Equipment to You. When You receive the Equipment, You agree to inspect it to determine if it is in good working order. The Equipment will be deemed irrevocably accepted by You upon the earlier of: a) the delivery to Us of a signed Delivery and Acceptance Certificate (if requested by Us); or b) 10 days after delivery of the Equipment to You if previously You have not given written notice to Us of Your non-acceptance. The Initial Term shall commence on a date designated by Us after receipt of all required documentation and acceptance by Us (the "Commencement Date"). The first Rental Payment is due on or before the Commencement Date, as invoiced by Us, and the remaining Rental Payments will be due on the same day of each subsequent month at an address specified by Us in writing. The Rental Payment is subject to increase if the Commencement Date occurs 30 days or more after the date We approved your Copy Rental application and the yield on the US Interest rate swaps that most closely matches the term of the Agreement increases during such time. The Swaps Rate is published in the Federal Reserve Statistical release H.15 and can be found at <http://www.federalreserve.gov/releases/h15/update/>. You authorize us to adjust the Rental Payment up or down by not more than 15% if the total amount we have paid in connection with the purchase, delivery and installation of the Equipment, including any trade-up and buyout amounts (collectively, the "Total Cash Price") differs from the estimated Total Cash Price originally assumed for documentation purposes. If any Rental Payment or other amount payable to Us is not paid within 3 days of its due date, You will owe Us a late charge not to exceed the greater of 10% of each late payment or \$20.00 (or such lesser rate or amount as is the maximum allowable under applicable law.)

2. NO WARRANTIES. We are renting the Equipment to You "AS-IS". YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE THE EQUIPMENT. WE DO NOT REPRESENT THE MANUFACTURER OR THE SUPPLIER, AND YOU HAVE SELECTED THE EQUIPMENT AND SUPPLIER BASED UPON YOUR OWN JUDGMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. YOU AGREE THAT REGARDLESS OF CAUSE, WE ARE NOT RESPONSIBLE FOR AND YOU WILL NOT MAKE ANY CLAIM AGAINST US FOR ANY DAMAGES, WHETHER CONSEQUENTIAL, DIRECT, SPECIAL, OR INDIRECT. YOU AGREE THAT NEITHER SUPPLIER NOR ANY SALESPERSON, EMPLOYEE OR AGENT OF SUPPLIER IS OUR AGENT OR HAS ANY AUTHORITY TO SPEAK FOR US OR TO BIND US IN ANY WAY.

3. EQUIPMENT LOCATION; USE AND REPAIR; RETURN; RESTOCKING FEE. You will keep and use the Equipment only at the Equipment Location shown on the front of this Agreement. You may not move the Equipment without Our prior written consent. At Your expense, You will keep the Equipment eligible for any manufacturer's certification, in compliance with all applicable laws and in good condition, except for ordinary wear and tear. You will not make any alterations, additions or replacements to the Equipment without Our prior written consent. All alterations, additions and replacements will become part of the Equipment and Our property at no expense to Us. We may inspect the Equipment at any reasonable time. Within 10 days of the expiration or earlier termination of this Agreement You will deliver the Equipment to Us in good condition and repair, except for ordinary wear and tear, to any place that We designate and upon Our request, You will provide Us with a certification from the manufacturer or its authorized representative as to the Equipment's condition. To the extent that any portion of the Equipment consists of software or other licensed products, You will return all tangible items of software and destroy all intangible items of software, certify in writing to Us that You have complied with the above requirements, have not retained such software and will not use the software after termination. It is solely Your duty to remove all sensitive or confidential data stored within the Equipment prior to returning it. You will pay all expenses of uninstalling, crating and shipping and You will insure the Equipment for its full replacement value during shipping, and We may charge You a restocking fee equal to two (2) Rental Payments. You agree that You will not take the Equipment out of service and have a third party pay or provide funds to pay the amounts due hereunder.

4. TAXES AND FEES. You will pay all excise taxes, sales and use taxes, personal property taxes, and all other taxes and charges which may be imposed during the term of this Rental, arising from the use, acquisition, ownership or renting of the Equipment, whether due before or after termination of the Rental Agreement. You will reimburse Us for all administrative costs associated with the preparation, filing, payment, and other costs necessary to properly administer taxes associated with the Equipment. Where required by law, We will file the personal property tax returns with respect to the Equipment, and You shall pay Us in advance, and when We require, the taxes that We anticipate will be due during the year. You further agree to pay Us a documentation fee to cover Our expenses in processing this Agreement. If applicable, You agree to pay a supply delivery charge if billed, on a per machine basis, plus applicable taxes.

5. LOSS OR DAMAGE. As between You and Us, You are responsible for any loss, theft or destruction of, or damage to, the Equipment (collectively "Loss") from any cause at all, whether or not insured, until it is delivered to Us at the end of this Agreement. You are required to make all Rental Payments even if there is a Loss. You must notify Us in writing immediately of any Loss. Then, at Our option, You will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay Us the amounts specified in Section 9(b) below.

6. INSURANCE. You will provide and maintain at Your expense (a) property insurance against the loss, theft or destruction of, or damage to, the Equipment for its full replacement value, naming Us as loss payee, and (b) public liability and third party property insurance, naming Us as an additional insured. You will give Us certificates or other evidence of such insurance when requested. Such insurance will be in a form, amount and with companies acceptable to Us, and will provide that We will be given 30 days advance notice of any cancellation or material change of such insurance. We reserve the right to reject Your insurance carrier. IF YOU DO NOT GIVE US EVIDENCE OF INSURANCE ACCEPTABLE TO US, WE HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO OBTAIN INSURANCE COVERING OUR INTERESTS FOR THE TERM OF THIS AGREEMENT, INCLUDING ANY RENEWAL OR EXTENSIONS. WE MAY ADD THE COSTS OF ACQUIRING AND MAINTAINING SUCH INSURANCE, AND OUR FEES FOR OUR SERVICES IN PLACING AND MAINTAINING SUCH INSURANCE (COLLECTIVELY, "INSURANCE CHARGE"), ON WHICH WE MAY EARN A PROFIT, TO THE AMOUNTS DUE FROM YOU UNDER THIS AGREEMENT. Such insurance may duplicate coverage provided under Your existing policy. You will pay the Insurance Charge in equal installments allocated to the remaining Rental Payments. Nothing in this Agreement will create an insurance relationship of any type between Us

and any other person. You acknowledge that We are not required to secure or maintain any rental insurance, and We will not be liable to You if We terminate any insurance coverage that We arrange.

7. TITLE; RECORDING. We are the owner of and will hold title to the Equipment throughout the term of this Agreement. You will keep the Equipment free of all liens and encumbrances. To protect Our rights in the Equipment, in the event this Agreement is determined to be a security agreement, You grant Us a first priority security interest in the Equipment (including any replacements, substitutions, additions, attachments and proceeds.) You will deliver to Us such signed documents as We may request to protect Our interest in the Equipment.

8. DEFAULT. Each of the following is a "Default" under this Agreement: (a) You fail to pay any Rental Payment or any other payment within 10 days of its due date, (b) You do not perform any of Your other obligations under this Agreement or in any other agreement with Us or with any of Our affiliates and this failure continues for 10 days after We have notified You of it, (c) You become insolvent, You dissolve or are dissolved, or You assign Your assets for the benefit of Your creditors, or enter any bankruptcy proceeding; (d) any guarantor of this Agreement dies, does not perform its obligations under the guaranty, or becomes subject to one of the events in clause (b) or (c) above.

9. REMEDIES. If a Default occurs, We may do one or more of the following: (a) We may cancel or terminate this Agreement or any or all other agreements that We have entered into with You; (b) We may require You to immediately pay Us, as compensation for loss of Our bargain and not as a penalty, a sum equal to (i) the present value of all unpaid Rental Payments for the remainder of the term plus the Equipment's anticipated residual value discounted, if applicable, plus (ii) all other amounts due or that become due under this Agreement; (c) We may require You to deliver the Equipment to Us as set forth in Section 3 and terminate use of any software component of the Equipment; (d) We or Our agent may peacefully repossess the Equipment without court order and You will not make any claims against Us for damages or trespass or any other reason; and (e) We may exercise any other right or remedy available at law or in equity. You agree to pay all of Our costs and reasonable attorney's fees of enforcing Our rights against You. If We take possession of the Equipment, We may sell or otherwise dispose of it with or without notice, at a public or private sale, and apply the net proceeds (after We have deducted all costs related to the sale or disposition of the Equipment) to the amounts that You owe Us. You will remain responsible for any amounts that are due after We have applied such net proceeds.

10. ASSIGNMENT. YOU MAY NOT ASSIGN, SELL, TRANSFER OR SUBRENT THE EQUIPMENT OR YOUR INTEREST IN THIS AGREEMENT. We may, without notifying You, sell, assign, or transfer this Agreement and Our rights to the Equipment. You agree that the new owner will have the same rights and benefits that We have now under this Agreement but not Our obligations. The rights of the new owner will not be subject to any claim, defense or set-off that You may have against Us.

11. AUTOMATIC RENEWAL. You must give Us at least 90 days written notice before the end of the initial term that You will return the Equipment to Us. If You do not give Us such written notice or if You do not deliver the Equipment in accordance with the terms and conditions of this Agreement, this Agreement will automatically renew on a monthly basis until You deliver the Equipment to Us. During such renewal(s) the Rental Payment will remain the same. We may cancel an automatic renewal term by sending You written notice 10 days prior to such renewal term. With respect to items of Equipment consisting of software, Your right to continue use of such software will be subject to the applicable license agreement.

12. INDEMNIFICATION. You are responsible for any losses, damages, penalties, claims, suits and actions, including attorneys' fees caused by or related to (a) the installation, ownership, use, rental, or possession of the Equipment or (b) any data You store within the Equipment.

13. TRANSITION BILLING. In order to facilitate an orderly transition, including installation and training and to provide a uniform billing cycle, the "Effective Date" of this Agreement will be the date after the installation, as shown on the first invoice. This payment for the transition period will be based on the Rental Payment prorated on a 30-day calendar month and will be added to Your first invoice.

14. MAINTENANCE AND SUPPLIES. The charges established by this Agreement include payment for the use of the designated equipment, accessories and maintenance (during normal business hours). Paper must be separately purchased by the customer. Toner not included in this Agreement will be billed separately. If necessary, the service and supply portion of this Agreement may be assigned.

15. OVERAGES AND COST ADJUSTMENTS. You agree to comply with any billing procedures designated by Us, including notifying Us of the meter reading at the end of each month. At the end of the first year of this Agreement and once each successive twelve month period, We may increase the Rental Payment Amount and the Overage Copy Charge by a maximum of not greater than 15% of the existing charge. You may not carry over any credits in any month in which You make fewer copies than the Minimum Copies per month.

16. SECURITY DEPOSIT. If You have paid to Us a Security Deposit, We may apply all or part of the Security Deposit against Your obligations. If You decide to purchase the Equipment under Section 11 above, You can tell Us to use the remaining amount of the Security Deposit towards Your purchase. If the remaining amount of the Security Deposit (a) doesn't cover Your purchase price, You will immediately pay Us the difference or (b) exceeds Your purchase price, We will pay You the difference. The Security Deposit will not earn interest and may be commingled with other funds.

17. MISCELLANEOUS; FAX SIGNATURES. This is the entire agreement between the parties and supersedes all prior agreements, whether oral or written, concerning the subject matter hereof. Any change in any of the terms and conditions of this Agreement must be in writing and signed by Us. You agree, however, that We are authorized, without notice to You, to supply missing information or correct obvious errors in this Agreement. All of Our rights and indemnities will survive the termination of this Agreement. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of interest permitted to be charged or collected by applicable law, and any such excess payment will be applied to Rental Payments in inverse order of maturity, and any remaining excess will be refunded to You. If You do not perform any of Your obligations under this Agreement, We have the right, but not the obligation, to take any action or pay any amounts that We believe are necessary to protect Our interests. You agree to reimburse Us immediately upon Our demand for any such amounts that We pay. If more than one customer has signed this Agreement, each of You agree that Your liability is joint and several. Any signature, execution and delivery of any document or instrument may be satisfied in Our discretion and to the extent permitted by the UCC by authentication of such document or instrument as a record within the meaning of Article 9 of the UCC. A fax version of Your signature on this Agreement when received by Us shall be binding upon You as if originally signed. However, this Agreement shall be binding on Us when signed by Us. Both You and We agree that the version of this Agreement with Our original signature shall constitute the original authoritative version.