

ATTACHMENT #10 - October 17, 2023



AGREEMENT



APPLICATION NO.	AGREEMENT/CONTRACT NO.

CUSTOMER ("you" or "your")

FULL LEGAL NAME: **WARWICK SCHOOL DISTRICT**

ADDRESS: **301 W ORANGE STREET** CITY: **LITITZ** STATE: **PA** ZIP: **17543**

CONTACT NAME: **Nathan Wertsch** PHONE: **(717) 626-3734** FAX: _____

BILLING NAME: **WARWICK SCHOOL DISTRICT**

BILLING ADDRESS: **301 W ORANGE STREET** CITY: **LITITZ** STATE: **PA** ZIP: **17543**

CONTACT NAME: **Nathan Wertsch** E-MAIL: **nwertsch@warwicksd.org** FEDERAL TAX ID #: _____

EQUIPMENT AND PAYMENT TERMS

See attached equipment or group billing schedule

EQUIPMENT LOCATION: **See Schedule attached**

TERM IN MONTHS: **60** MONTHLY BASE PAYMENT AMOUNT: **\$6,448.09** (PLUS TAX) n/a SECURITY DEPOSIT: **n/a**

END OF TERM OPTIONS (CHOOSE ONE)

- FAIR MARKET VALUE PURCHASE OPTION* \$1 PURCHASE OPTION* (*PLUS TAX) RENTAL AGREEMENT (NO PURCHASE OPTION)

USAGE CHARGES AND METER COLLECTION

CHECK HERE IF AGREEMENT INCLUDES USAGE CHARGES: If this box is checked, the Service/Supplies paragraph set forth on the second page of this Agreement and the Usage Charges and Overages paragraph set forth below will be applicable to the Agreement. If this box is not checked, neither the Service/Supplies paragraph, nor the Usage Charges and Overages paragraph will be applicable.

USAGE CHARGES AND OVERAGES. You are entitled to make the number of Mono Images and Color Images indicated on the attached Equipment Schedule under Monthly Images Included each month during the term of this Agreement. If you make more than the included Mono or Color Images in any month, you will pay us an additional amount equal to the number of excess images made during such month multiplied by the applicable Overage Image Charge. Regardless of the number of images made in any month, you will never pay less than the Monthly Base Payment Amount. You agree to provide us with the actual meter readings on any business day of each month as designated by us, provided that we may estimate the number of images used if such meter readings are not received within five days after being requested. We will adjust the estimated charge upon receipt of actual meter readings. You agree that the applicable Overage Charges may be proportionately increased at any time if our estimated average page coverage is exceeded. After the end of the initial term of this Agreement and not more than once each successive twelve-month period thereafter, the service portion of the Monthly Base Payment Amount and the Overage Charges (and, at our election, the service portion of the Monthly Base Payment Amount and the Overage Charges under any subsequent agreements between you and us that incorporate the terms hereof) may be increased by a maximum of 10% of the then existing charge. If your annual scan volume exceeds your annual Mono Image volume by more than 125%, we may charge \$0.005 for scans made in excess of your annual Mono Image volume. Images made on equipment marked as not financed under this Agreement will be included in determining your usage and overage charges.

METER FREQUENCY: Maintenance will be billed separately by EBS

We can provide a service to collect device meters and monitor device status that assists in providing accurate and timely billing and certain preventative maintenance services. A device management utility must be installed on a single server or workstation sharing the same domain as the device(s). Please select the appropriate option below:

You agree to allow us to install a device management utility for the purpose of collecting meters and monitoring device status. You also agree to assist us in the continued operation of the device management utility throughout the term of this Agreement.

You choose to not have us install a device management utility and are responsible for reporting all device meter readings within five days of the billing cycle end date. We offer multiple options to provide you reminder notices and allow you to furnish meter readings via email and web submission. You further agree that you may be subject to a meter collection fee of \$20/device per occurrence if you do not provide meter readings timely and an estimate or manual collection effort is necessary.

CONTRACT

THIS AGREEMENT IS NON-CANCELABLE AND IRREVOCABLE. IT CANNOT BE TERMINATED. PLEASE READ CAREFULLY BEFORE SIGNING. YOU AGREE THAT THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE COMMONWEALTH OF PENNSYLVANIA AND ANY DISPUTE CONCERNING THIS AGREEMENT WILL BE ADJUDICATED IN A FEDERAL OR COMMONWEALTH COURT IN PENNSYLVANIA. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS AND WAIVE TRANSFER OF VENUE. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL.

CUSTOMER'S AUTHORIZED SIGNATURE

BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS TWO-PAGE AGREEMENT. THIS AGREEMENT IS BINDING UPON OUR ACCEPTANCE HEREOF.

(As Stated Above) **X** **10/11/2023**

CUSTOMER SIGNATURE PRINT NAME & TITLE DATE

OWNER/LESSOR ("WE", "US", "OUR")

Edwards Business Systems **10/11/2023**

OWNER SIGNATURE PRINT NAME & TITLE DATE

USA PATRIOT ACT NOTICE; ANTI-TERRORISM AND ANTI-CORRUPTION COMPLIANCE: *To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity. You and any other person who you control, own a controlling interest in, or who owns a controlling interest in or otherwise controls you in any manner ("Representatives") are and will remain in full compliance with all laws, regulations and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terrorism, and neither you nor any of your Representatives is or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Department of State. You shall, and shall cause any Representative to, provide such information and take such actions as are reasonably requested by us in order to assist us in maintaining compliance with anti-money laundering laws and regulations.*

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Initials _____

ADDITIONAL TERMS AND CONDITIONS

AGREEMENT. You want us to now provide you the equipment and/or software referenced herein, excluding equipment marked as not financed under this Agreement ("Equipment") and you unconditionally agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement will begin on the date the Equipment is delivered to you or any later date we designate. In order to facilitate an orderly transition, including installation, training, and to provide a uniform billing cycle, the start date of this Agreement ("the Effective Date") will be a date after the certification of acceptance of the Equipment, as shown on the first invoice. The payment for this transition period will be based on the Monthly Base Payment Amount prorated on a 30-day calendar month, and will be added to your first monthly payment. We may charge you a one-time origination fee of \$179.00. If any amount payable to us is past due, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six (\$26.00) dollars; or 2) the highest lawful charge, if less. Any security deposit will be returned upon full performance.

NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL AMOUNTS DUE UNDER THIS AGREEMENT FOR THE ENTIRE TERM. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON.

EQUIPMENT USE. You will keep the Equipment in good working order, free and clear of all liens and claims, use it for business purposes only and not modify or move it from its initial location without our consent. 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. You will comply with all laws, ordinances, regulations, requirements and rules relating to the use and operation of the Equipment.

SERVICES/SUPPLIES. If Services/Supplies are included under this Agreement, we will provide all service calls necessary to maintain equipment in good and proper working condition within the operating guidelines provided by the manufacturer. All service will be provided during normal business hours (8:00 am to 5:00 pm, Monday through Friday). Should you request service to be performed after our normal business hours, you agree to pay the then current after-hour service rate. There will be no additional charge for normal replacement parts. We will not be responsible for: 1) delays or inability to service or inspect the equipment caused directly or indirectly by strikes, accidents, embargoes, acts of God, or any other event beyond our control; 2) service required due to a malfunction caused by the operators of the Equipment; 3) repairs made necessary by accident, misuse, abuse, neglect, theft, riot, vandalism, electrical power failure, fire, water, acts of God, or other casualty/repairs; 4) moves not performed by us; or 5) repairs arising from use of the Equipment under other than normal operating conditions or outside of normal design capacities, as determined by us in our sole discretion. You shall pay for parts and services under these exceptions at the then current rates. We will provide supplies based on the manufacturers' yields. If additional supplies are needed based on your actual usage, you must purchase the additional supplies at the then current rates. Through testing and studies, it is evident that use of inferior supplies increases service calls. Therefore, damages arising from your use of supplies other than those we recommend are not covered by the standard rates set forth in this paragraph. Supplies provided under this Agreement which are stored at your location is our property until used by you, and any such supplies must be returned to us at the end of this Agreement. We reserve the right to take a physical inventory of stored supplies during normal business hours. You agree that, notwithstanding any assignment of this Agreement, you will look solely to us for performance under this paragraph and for the delivery of any applicable supplies.

SURGE PROTECTION. In order to adequately protect the Equipment from power related problems, it is necessary that a properly functioning power protection device be attached to the Equipment at all times. In the absence of a power protection device, we will not be responsible for damage to electrical components.

SOFTWARE/DATA. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. Amounts due and payable under this Agreement include amounts relating to our financing of your acquisition of rights in software that is included with the Equipment ("Software"), including any related installation, training, and/or implementation costs, on your behalf. You understand and acknowledge that your rights in the Software are subject to whatever limitations may exist in any agreement you may have with the Software licensor, including limitations on the term of the license, if applicable, and the manner in which the Software is delivered to you. We are neither responsible for the Software nor the obligations of you or the Software licensor under any such license agreement. With respect to any claims relating to the Software, you agree that you will look only to the publisher, licensor, or other third parties, if any, who actually granted to you your right to use the Software to determine those rights and any limitations thereon, and we will not grant, determine, or vindicate any rights to use the Software or limits to its use, and we have no obligation or authority to do so.

LIMITATION OF WARRANTIES. EXCEPT TO THE EXTENT THAT WE HAVE PROVIDED YOU A WARRANTY IN WRITING, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU CHOSE ANY/ALL THIRD-PARTY SERVICE PROVIDERS BASED ON YOUR JUDGMENT. YOU MAY CONTACT US OR THE MANUFACTURER FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.

ASSIGNMENT. You may not sell, assign, or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement and our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we assign this Agreement for financing purposes, the third party financing source will have our assigned rights under this Agreement but none of our obligations under this Agreement (including, but not limited to, any obligations under the paragraph entitled SERVICE/SUPPLIES) and will not be subject to any claim, defense, or set-off that may be assertable against us or anyone else. Notwithstanding the foregoing, if we sell or assign this Agreement or our rights in the Equipment, we will retain our obligations under the Agreement.

LOSS OR DAMAGE. You are responsible for any damage to or loss of the Equipment. You agree to promptly notify us in writing of any loss or damage. No such loss or damage will relieve you from your payment obligations hereunder. Except for claims, losses, or damages caused by our gross negligence or willful misconduct, you agree to indemnify us and our assignee, if applicable, against any claims, losses, or damages, including attorney fees, in any way relating to delivery, ownership, use, condition, inspection, removal, return or storage of the Equipment or data stored on it. This indemnity will survive the expiration of this Agreement. In no event will we be liable for any consequential or indirect damages.

COLLATERAL PROTECTION; INSURANCE: You agree to keep the Equipment fully insured against risk and loss, with us as lender's loss payee, in an amount not less than the original cost until this Agreement is terminated. You also agree to obtain a commercial general public liability insurance policy with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. Your insurance policy(s) will provide for 10 days advance written notice to us of any modification or cancellation. You agree to provide us certificates or other evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement, we have the option, but not the obligation, to do as provided in either (A) or (B) as follows: (A) we may secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we place insurance on the Equipment, we will not name you as an insured and your interests may not be fully protected. If we secure insurance on the Equipment, you will pay us an amount for the premium which may be higher than the premium that you would pay if you placed the insurance independently and an insurance fee which may result in a profit to us. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received pursuant to this subsection A will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum; or (B) we may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on either (A) or (B) as stated above through an investment in reinsurance or otherwise. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. If the Equipment is destroyed and neither A nor B above are applicable, you agree to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum. Any proceeds of insurance maintained by you will be paid to us and credited against any loss or damage to the Equipment. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment.

TAXES. You will pay when due, either directly or by reimbursing us, all taxes (including personal property tax, fines and penalties) and fees relating to the Equipment and this Agreement. Sales or use tax due upfront will be payable over the term with a finance charge. Unless a \$1 Purchase Option is applicable, we own the Equipment (excluding any Software). If a \$1 Purchase Option is applicable, you acknowledge that this agreement shall be deemed to be a conditional sales contract, and that any ownership we have in the Equipment is hereby transferred to you "As Is" and "Where Is." As owner of the equipment, you are responsible for reporting the Equipment as required to appropriate taxing authorities and for remitting any personal property tax related to the Equipment to such authorities. Notwithstanding the foregoing, we shall retain a security interest in the Equipment until all obligations to us are satisfied.

DEFAULT AND REMEDIES. You will be in default if: (a) you do not pay any payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement. If you are in default, we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, both discounted at 2% per annum. We may also use all other legal remedies available to us, including disabling or repossessing the Equipment. You agree to pay all our costs and expenses, including reasonable attorney fees, incurred in enforcing this Agreement. You also agree to pay us interest on all past due amounts, from the due date, at the rate of 1.5% per month, or at the highest rate allowed by applicable law, if less. You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time.

UCC. If we assign rights in this Agreement for financing purposes, you agree that this Agreement, in the hands of our assignee, is, or shall be treated as, a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC. We may charge you for any UCC filing fees, which fees vary state-to-state.

MISCELLANEOUS. This Agreement is the entire agreement between you and us relating to our providing and your use of the Equipment and supersedes any prior representations or agreements, including any purchase orders. Amounts payable under this Agreement may include a profit to us. The parties agree that the original hereof for enforcement and perfection purposes, and the sole "record" constituting "chattel paper" under the UCC, is the paper copy hereof bearing (i) the original or a copy of either your manual signature or an electronically applied indication of your intent to enter into this Agreement, and (ii) our original manual signature. You shall deliver all information requested by us which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. We also have the right, at reasonable times, to inspect the Equipment. By providing any telephone number, now or in the future, for a cell phone or other wireless device, you are expressly consenting to receiving communications, regardless of their purpose, at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic dialing system from us and our affiliates and agents. These calls and messages may incur access fees from your provider. If any provision of this Agreement is unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law. You authorize us to either insert or correct the Agreement number, serial numbers, model numbers, beginning date, and signature date. All other modifications to the Agreement must be in writing signed by each party. You or any other person who you control, own a controlling interest in, or who owns a controlling interest in or otherwise controls you in any manner are and will remain off of any sanction-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Department of State.

END OF TERM. At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew month to month unless a) you provide us written notice of your intent to return the Equipment at least 30 days prior to the End Date, and b) you timely return the Equipment to the location designated by us, at your expense. If a Purchase Option is indicated above and you are not in default on the End Date, you may purchase the Equipment from us "AS IS" for the Purchase Option price. If a \$1 Purchase Option is applicable, you will be deemed to have exercised your option to purchase the Equipment as of the effective date of this Agreement. If the returned Equipment is not immediately available for use by another without need of repair, you will reimburse us for all repair costs. You cannot pay off this Agreement or return the Equipment prior to the End Date without our consent. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.

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Initials _____



EQUIPMENT SCHEDULE

AGREEMENT NO.:

CUSTOMER ("you" or "your")

FULL LEGAL NAME: WARWICK SCHOOL DISTRICT

ADDRESS: 301 W ORANGE STREET CITY: LITITZ STATE: PA ZIP: 17543

DESCRIPTION OF EQUIPMENT

Table with columns: QUANTITY, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES; NOT FINANCED UNDER THIS AGREEMENT; MONTHLY IMAGES INCLUDED (MONO, COLOR); OVERAGE IMAGE CHARGES (PLUS TAX) (MONO, COLOR). Includes rows for AccurioPrint 2100, AccurioPrint C4065, and bizhub C550i.

CUSTOMER'S AUTHORIZED SIGNATURE

ONCE YOU SIGN THIS SCHEDULE AND THE RELATED AGREEMENT AND OWNER/LESSOR ACCEPTS, THE AGREEMENT WILL BE NON-CANCELABLE FOR THE FULL TERM. A copy of this document containing your original or facsimile signature, or other indication of your intent to agree to the terms set forth herein, shall be enforceable for all purposes.

(As Stated Above) [Signature] 10/11/2023

CUSTOMER

SIGNATURE

PRINT NAME & TITLE

DATE

NON-APPROPRIATION ADDENDUM

This is an addendum (“Addendum”) to and part of that certain agreement between Edwards Business Systems Inc (“we”, “us”, “our”) and Warwick School District (“Governmental Entity”, “you”, “your”), which agreement is identified in our records as agreement number 1911805 (“Agreement”). All capitalized terms used in this Addendum which are not defined herein shall have the meanings given to such terms in the Agreement.

APPLICABLE TO GOVERNMENTAL ENTITIES ONLY

You hereby represent and warrant to us that as of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on your behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against you have been followed; (c) the Equipment will be operated and controlled by you and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted, and unencumbered appropriation; (e) you intend to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) your obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of your tax or general revenues; and (h) you will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns. If funds are not appropriated to pay amounts due under the Agreement for any future fiscal period, you shall have the right to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available, without penalty or additional expense to you (other than the expense of returning the Equipment to the location designated by us), provided that at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, your Chief Executive Officer (or Legal Counsel) delivers to us a certificate (or opinion) certifying that (a) you are a state or a fully constituted political subdivision or agency of the state in which you are located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by you; and (d) you have exhausted all funds legally available for the payment of amounts due under the Agreement. You agree that this paragraph shall only apply if, and to the extent that, state law precludes you from entering into the Agreement if the Agreement constitutes a multi-year unconditional payment obligation. If and to the extent that the items financed under the Agreement is/are software, the above-referenced certificate shall also include certification that the software is no longer being used by you as of the termination date.

The undersigned, as a representative of the Governmental Entity, agrees that this Addendum is made a part of the Agreement.

GOVERNMENTAL ENTITY'S AUTHORIZED SIGNATURE		
(As Stated Above)	X	
	SIGNATURE	PRINT NAME & TITLE
		DATE
OUR SIGNATURE		
Edwards Business Systems Inc		
	SIGNATURE	PRINT NAME & TITLE
		DATE

KM equipment	Location name	Equipment location	Address
2100	Warwick School District - High School	High School - Copy Center - Sidewall	301 W Orange St
C4065	Warwick School District - High School	High School - Copy Center	301 W Orange St
C550i	Warwick School District - High School	High School - Faculty Room 1st Floor	301 W Orange St
C550i	Warwick School District - High School	High School - TechEd (RFZ)	301 W Orange St
C550i	Warwick School District - High School	High School - 1st Floor Faculty Room	301 W Orange St
C550i	Warwick School District - High School	High School - 2nd Fl Faculty Rm 2	301 W Orange St
C550i	Warwick School District - High School	High School - 2nd Floor Faculty Room	301 W Orange St
C550i	Warwick School District - Middle School	Middle School - SGI 1D	401 Maple St
C550i	Warwick School District - Middle School	Middle School - SGI 2D	401 Maple St
C550i	Warwick School District - Middle School	Middle School - SGI 1C	401 Maple St
C550i	Warwick School District - Middle School	Middle School - SGI 2C	401 Maple St
C550i	Warwick School District - Lititz Elementary	Lititz - 1st Fl Faculty Rm	20 S Cedar St
C550i	Warwick School District - Lititz Elementary	3rd Fl Faculty Rm	20 S Cedar St
C550i	Warwick School District - Lititz Elementary	Lititz - 2nd Floor Faculty Room	20 S Cedar St
C550i	Warwick School District - Kissel Hill Elementary	Kissel Hill - 1st Floor Faculty	215 Landis Valley Rd
C550i	Warwick School District - Kissel Hill Elementary	Library Classroom	215 Landis Valley Rd
C550i	Warwick School District - John Beck Elementary	John Beck - Faculty Room 512	418 East Lexington Rd
C550i	Warwick School District - John Beck Elementary	John Beck - Faculty Room 610	418 East Lexington Rd
C550i	Warwick School District - John Bonfield Elementary	Faculty Room	101 N Oak St
C550i	Warwick School District - John Bonfield Elementary	John Bonfield - Library Classroom	101 N Oak St
C550i	Warwick School District - High School	High School - Library	301 W Orange St
C550i	Warwick School District - High School	High School - Athletic	301 W Orange St
C550i	Warwick School District - High School	High School - Counseling	301 W Orange St
C550i	Warwick School District - High School	High School - Music Room	301 W Orange St
C550i	Warwick School District - High School	High School - Library	301 W Orange St
C550i	Warwick School District - Middle School	Middle School - Book Nook	401 Maple St
C550i	Warwick School District - Middle School	Middle School - Food Service - Behind Cafeteria	401 Maple St
C550i	Warwick School District - Kissel Hill Elementary	Kissel Hill - Computer Lab Room 201	215 Landis Valley Rd
C550i	Warwick School District - John Bonfield Elementary	John Bonfield - Computer Lab	101 N Oak St
C550i	Warwick School District - Lititz Elementary	Lititz - Computer Lab	20 S Cedar St
C550i	Warwick School District - John Beck Elementary	John Beck - Computer Lab	418 East Lexington Rd
C550i	Warwick School District - DISTRICT OFFICE	District Office - Mailroom	301 W Orange Street
C550i	Warwick School District - DISTRICT OFFICE	District Office - Supt Hallway	301 W Orange Street
C550i	Warwick School District - DISTRICT OFFICE	District Office - Business Office	301 W Orange Street
C550i	Warwick School District - High School	High School - Main Office	301 W Orange St
C550i	Warwick School District - Lititz Elementary	Lititz - Main Office	20 S Cedar St
C550i	Warwick School District - John Beck Elementary	John Beck - Main Office	418 East Lexington Rd
C550i	Warwick School District - Kissel Hill Elementary	Kissel Hill - Main Office	215 Landis Valley Rd
C550i	Warwick School District - Middle School	Middle School - Main Office	401 Maple St
C550i	Warwick School District - John Bonfield Elementary	John Bonfield - Main Office	101 N Oak St
C550i	Warwick School District - High School	High School - Copy Center	301 W Orange St
Delivery and Acceptance of Above Equipment			
Warwick School District:		Date:	



Sales Agreement

PO Box 6798
 Wyomissing, PA 19610-6798
 610-372-8414
 Order No. _____

131900

Bill To ("Customer", "You", "Your", "Purchaser")

Name Warwick School District
 Address 301 West Orange Street
 Dept/Floor Accounts Payable
 City Lititz State PA
 Phone (717) 626-3734 Fax _____
 Zip Code 17543
 Contact Nathan Wertsch
 Email nwertsch@warwickdsd.org

Ship To

Name Warwick School Distr
 Address 301 West Orange Street
 Dept/Floor _____
 City Lititz State PA
 Phone (717) 626-3734 Fax n/a
 Zip Code 17543
 Contact Nathan Wertsch
 Email nwertsch@warwickdsd.org

Customer Account/ERP LN0130 Purchase Order No. _____ Ship VIA _____ Requested Delivery Date _____

Equipment Description

QTY	SKU NO	EQUIPMENT DESCRIPTION	SERIAL NUMBER	EQUIP SALES PRICE
1		AccurioPrint 2100		Lease
1		FS-532M STAPLE FINISHER		
1		PF-709 PAPER FEED UNIT		
1		SD-510 SADDLE STITCH UNIT		
1		ESP DIAGNOSTIC POWER FILTER 120V		
1		PK-525 PUNCH KIT		

*See Attached EQUIPMENT SCHEDULE FOR ADDITIONAL ITEMS

SERVICE AGREEMENT

I AGREE TO ACTIVATE THE TERMS AND CONDITIONS UNDER THIS SERVICE AGREEMENT AND I HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON PAGE TWO.

Total CPC Parts & Labor Only

\$ 4080.00- Monthly service charge

Effective Dates/Term:

From: Dec-23 To: Dec-28

TOTAL EQUIP SALES PRICE

(SETUP, DELIVERY, INSTALL)

TOTAL PURCHASE PRICE

DEPOSIT

BALANCE DUE**

Lease on equipment- maintenance only billed on document
 \$ _____

\$ _____
 \$ _____
 **does not include sales tax which will be added to the invoice

PRINT CHARGES AND METER COLLECTION

PRINT ALLOWANCE CHARGES AND OVERRAGES. You are entitled to make the number of B&W prints shown below under B&W Prints included and Color prints shown below under Color Prints Included each month during the term of this agreement. If you make more than the allowed prints in any month, you will pay us an additional amount equal to the number of the excess prints made during such month multiplied by the applicable Excess Per Print Charge. Regardless of the number of prints made in any month, you will never pay less than the Monthly base payment amount. You agree to provide us with the actual meter readings on any business day of each month as designated by us, provided that we may estimate the number of prints used if such meter readings are not received within five days after being requested. We will adjust the estimated charge for excess prints upon receipt of actual meter readings. At the end of the first year of this Agreement and once each successive twelve month period, we may increase the base usage and overage charge to cover increase cost of labor, parts and supplies.

METER FREQUENCY: **monthly minimums listed below will be billed every month and annual reconciliation of overages. Rates locked for the term.**

B/W Included: 750,000 Prof. Color Included: 45,000

Excess B/W Charge: 0.00340 Excess ProfClr Charge: 0.03400 Excess ClrSave Charge: n/a Excess AccentCLR Charge: n/a

We can provide a service to collect device meters and monitor device status that assists in providing accurate and timely billing and certain preventative maintenance services. A devices management utility must be installed on a single server or workstation sharing the same domain as the device(s) Please select the appropriate option below:

- You agree to allow us to install a device management utility for the purpose of collecting meters and monitoring device status. You also agree to assist us in continued operation of the device management utility throughout the term of this agreement
- You choose to not have us install a device management utility. You understand that you will be responsible for reporting device meters within five days of the billing cycle end date, and you also understand and agree that if it becomes necessary to estimate meters for the period greater than 90 days that you may be subject to a meter collection fee.

Contract

YOU AGREE THAT THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE COMMONWEALTH OF PENNSYLVANIA AND ANY DISPUTE CONCERNING THIS AGREEMENT WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN SUCH STATE. YOU HEREBY CONSENT TO A PERSONAL JURISDICTION AND VENUE IN SUCH COURTS AND WAIVE TRANSFER OF VENUE. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL.

CUSTOMERS AUTHORIZED SIGNATURE

(As Stated Above) X
 SIGNATURE PRINT NAME & TITLE DATE

PROVIDER Edwards Business Systems X
 SIGNATURE PRINT NAME & TITLE DATE

ADDITIONAL TERMS AND CONDITIONS

- 1 Edwards Business Systems (EBS) shall provide all service calls necessary to maintain equipment in good and proper working condition within the operating guidelines provided by the manufacturer. All service will be provided during normal business hours (8:30 am-5:00 pm, Monday - Friday). Exceptions shall be noted under Special Provisions. Should you, the customer, request service to be performed after our normal business hours, you agree to pay our prevailing current after-hour service rate at that time.
- 2 There will be no additional charge for normal replacement parts. If you require service due to a malfunction caused by the operators of the equipment, EBS can, at their discretion, bill for the service call plus parts and labor at the current rates and you agree to pay those charges. You shall pay for these parts at the current pricing for rate changes. For contracts including supplies, EBS will provide supplies based on the manufacturers' yields. If additional supplies are needed based on the customers' usage the customer must purchase the additional supplies at published rates. Toner provided under this agreement stored at customer location is the property of EBS. EBS reserves the right to take a physical inventory of stored toner during normal business hours. Covered supplies in customer possession at contract termination must be returned to EBS.
- 3 Repairs made necessary by accident, misuse, abuse, neglect, theft, riot, vandalism, electrical power failure, fire, water, acts of God, or other casualty, repairs, or moves made by service personnel other than those of EBS are not covered by the standard rates set forth in this Service Agreement. Charges for repairs or replacements due to the foregoing shall be borne by you.
- 4 EBS shall not be responsible for delays or inability to service or inspect the equipment caused directly or indirectly by strikes, accidents, embargoes, acts of God, or any other event beyond its control. EBS warrants that it shall perform its services in a workmanlike manner. EBS MAKES NO OTHER WARRANTIES AND DISCLAIMS ALL IMPLIED OR STATUTORY WARRANTIES WITH RESPECT TO ITS SERVICES. EBS SHALL NOT BE LIABLE TO YOU FOR ANY INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES UNDER ANY CIRCUMSTANCES. IN NO EVENT SHALL VBS/EBS BE LIABLE TO YOU FOR AN AMOUNT IN EXCESS OF THE SERVICE FEES THAT YOU PAID DURING THE PERIOD OF THIS CONTRACT DURING WHICH ANY CLAIM MAY ARISE.
- 5 This agreement becomes effective on the date specified on the invoice, provided EBS has received payment for the agreement. If the customer does not pay all open invoices promptly when due, EBS may (a) refuse to service the equipment or (b) furnish service on a C.O.D. "per call" basis at published rates. In addition, you agree to pay EBS' costs and expenses of collection including the customary attorney's fee permitted by law. This agreement shall remain in force for the period specified in the Service Agreement and will automatically renew for consecutive periods of equal duration unless either party notifies the other of cancellation, in writing, at least 30 days prior to the end of the then current period. The customer agrees to pay the then current rate at the beginning of each contract period. 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 base usage and overage charge to cover increase cost of labor, parts and supplies.
- 6 This agreement is not transferable to a third party without prior written consent, which may be withheld in the sole discretion of the party from which the consent is requested. If the equipment is traded in on new equipment from EBS, any unused portion of the yearly contract will be prorated and applied to your account. In order to adequately protect this equipment from power related problems, it is necessary that a properly functioning power protection device at least equal in quality to the ESP Digital CQ be attached to this equipment at all times. In the absence of a power protection device, EBS will not be responsible for damage to electrical components. THROUGH TESTING AND STUDIES, IT HAS BEEN MADE EVIDENT THAT USE OF SOME INFERIOR SUPPLIES INCREASE SERVICE CALLS. THEREFORE, DAMAGES ARISING FROM USE OF SUPPLIES OTHER THAN THOSE RECOMMENDED BY EBS OR THE MANUFACTURER ARE NOT COVERED BY THE STANDARD RATES SET FORTH IN THIS SERVICE AGREEMENT.
- 7 The standard rates under the Service Agreement shall not cover repairs arising from use of the equipment under other than normal operating conditions or outside of normal design capacities, as determined by EBS in its sole discretion, except as noted under Special Provisions. You agree to pay EBS our prevailing chargeable rate for any services required to keep the equipment operating in good working order to abnormal operating conditions.

Connection of this equipment as a printer or scanner is defined on the EBS Scope of Work. Any additional work outside this Scope of Work will be performed at our established hourly rate. It is the responsibility of the Client to provide EBS meter readings from the equipment on a monthly basis. For connected units the meter readings will be collected electronically via software that will be installed on the client's server which must be connected to the Internet 24 hours a day 7 days a week.

This Agreement constitutes the entire Agreement between you and EBS regarding the equipment described herein, and, unless otherwise stated herein, may not be modified other than in a writing executed by both parties. The parties agree that the original of this Agreement for enforcement and perfection purposes shall be that paper copy which: (A) bears (i) the original or a facsimile of your manually applied signature or your electronic signature, or (ii) a stamped or electronically applied replica of your signature or other indication of your intent to enter into the Agreement; and (B) bears the original of our manually applied signature or our electronic signature. The foregoing terms and conditions shall prevail notwithstanding any variance with its terms and conditions of any order submitted by you or any verbal commitment made by any employee of EBS in respect of EBS's obligations covered by this Agreement. This Agreement shall bind each party's successors and permitted assigns. Except with respect to obligations to pay EBS, this Agreement is severable. This Agreement shall be governed by the laws of the state the equipment is installed, without regard to its conflicts of law principles.



EQUIPMENT SCHEDULE

QTY	SKU NUMBER	EQUIPMENT DESCRIPTION	SERIAL NO.	SUBTOTAL
1		AccurioPrint C4065		
1		PK-525 PUNCH KIT		
1		AccurioPro ColorManager EngineTune e-License		
1		UK-112 HDD		
1		FS-532m Staple Finisher		
1		IC-607 KM Image Controller for C4065		
1		DF-713 Auto Duplex Document Feeder		
1		SD-510 SADDLE STITCH UNIT		
1		PF-602 PAPER FEED UNIT		
1		LU-202M LARGE CAPACITY TRAY		
39		bizhub C550i SWR Promo		
39		PC-416 Paper Feed Cabinet		
39		RU-513 Relay Unit		
39		FS-539 50-Sheet Finisher		
39		PK-524 2/3 Hole Punch Unit (FS-539/FS-539SD)		

VERIFICATION

The undersigned hereby verifies that the information on this Schedule is complete and correct. The undersigned also acknowledges having received a copy of this Schedule.

	X		
CUSTOMER	SIGNATURE	PRINT NAME & TITLE	DATE