



Cassia School District #151

CUSTOMER NAME

3650 Overland

BILLING ADDRESS

Burley

ID

83318

CITY

STATE

ZIP

(208) 878-6600

TELEPHONE

Chris/Clay

ATTENTION

Various

CUSTOMER NAME

SHIPPING ADDRESS

CITY

STATE

ZIP

()

TELEPHONE

KEY OPERATOR

SHIP TO:

By signing this Contract, Customer acknowledges and agrees: (a) this Contract is NON-CANCELABLE; (b) all terms and conditions on the reverse side are an integral part of this Contract; (c) to fully understand all terms and conditions stated herein; and (d) this Contract is the entire Agreement between Customer and Pacific Office Automation relating to the equipment and services described herein, and can be changed only by written agreement signed by both parties.

Customer Authorization

SIGNATURE

TITRE

DATE _____

Approved by Pacific Office Automation

BY

TITLE

DATE _____

SERVICE/SUPPLY AGREEMENT TERMS AND CONDITIONS

As consideration for Customer's payment as set forth on the front of the Contract, Pacific Office Automation ("POA") agrees to provide the listed supplies, parts and labor service for the covered equipment pursuant to the terms and conditions contained herein.

- Replacement of all parts found defective or worn as a result of normal equipment use.
- Labor to repair and properly maintain the equipment.
- All preventative maintenance done at intervals specified by the manufacturer.
- Loaner equipment in the event the equipment requires shop work to repair.
- Replacement of photoconductors and heater rollers found defective or worn as a result of normal use.
- Replacement of black and color toner, black developer, brushes, and filters.
- Factory recommended retrofits and improvements in the equipment.

If toner is included in the Service/Supply Agreement, the toner will be supplied within the cost per copy charge based upon the standard manufacturer's yield. Excess toner will be billed at standard manufacturer's retail price. Not included in the Service/Supply Agreement are paper, staples, and network support. Service calls by POA covered under the Service/Supply Agreement will only be made during the hours of 8 a.m. to 5 p.m., Monday through Friday, excluding holidays. Service billed at any other time will be billed at standard overtime rates. For products or services acquired hereunder, the terms of payment are net ten (10) days.

Customer agrees to pay POA the base and overage charges agreed to on the front of the Contract and agrees that excess images over the allotted base amount during the billing cycle will be billed to Customer at the agreed to rate for overages. If not noted, overages will be charged at POA's book rates. If the Service/Supply Agreement combines two or more pieces of equipment of different operating costs, POA reserves the right to adjust image allocation and pricing to fairly reflect actual usage should the actual usage rate of the equipment vary by more than 10% from the expected usage rates. Customer agrees that POA may increase the per image charge each year during any term of the Service/Supply Agreement by an amount not to exceed 10% of such charge. Service may include reasonable use of Customer's image allotments and materials. Customer's failure to abide by all payment obligations may result in termination of service.

This Service/Supply Agreement shall continue for the term stated on the front of the Contract. The Service/Supply Agreement shall automatically renew for successive one (1) year terms, unless either party provides written notice to the other party of their intent to terminate prior to thirty (30) days before the expiration of the original term or any subsequent renewal term.

GUARANTEES

POA extends to Customer the following express limited guarantees under the Service/Supply Agreement.

- 1. STANDARD LIMITED WARRANTY:** POA warrants equipment to be free of defect in materials and workmanship for a period of 90 days from installation. This warranty does not extend to replacement of supply items or consumables, including, but not limited to photo conductors, heater rollers, fuser, cleaning kits, toner, developer, or paper. For purposes of this paragraph, New equipment shall be defined as equipment with usage up to 5,000 copies. Used equipment will receive a 30-day warranty.
- 2. LIFETIME POWER PROTECTION GUARANTEE:** If a POA Power Filter is included in the Service/Supply Agreement, repairs of damage to covered equipment caused by power surges and/or lightning will be covered.
- 3. RESPONSE TIME WARRANTY:** POA guarantees four hour average response time for emergency services for equipment that is within fifty miles of POA branch offices. If POA does not perform guaranteed response time for a period of one year, upon written request, Customer will receive a 5% credit towards Customer's next service or supply purchase from POA.
- 4. UPGRADE, TRADE-IN LIMITED GUARANTEE:** For all New equipment purchased hereunder continuously covered under a POA Service/Supply Agreement, POA will guarantee a trade-in value on New equipment sold by POA up to 90% during the first 36 months after acquisition and a minimum guaranteed trade-in value of 10% thereafter.

GENERAL TERMS & CONDITIONS

(1) Unless provided, the terms of sale are ten (10) days net. In the event of partial or staged delivery of any equipment, product, or services, POA reserves the right to charge customer interim rental and usage charges until such time as complete delivery, acceptance and commencement of the initial lease term. The interim rental fee shall be charged on a percentage basis of delivered equipment; interim usage charges will be billed on the same terms set forth herein.

(2) POA agrees to provide reasonable assistance to Customer in its efforts to finance the purchase or lease of the equipment and/or Service/Supply Agreement; however, Customer understands and acknowledges such financing cannot be guaranteed by POA. Customer shall be ultimately responsible for payment of the purchase price of equipment sold or leased. If not provided, the purchase price is the Manufacturer's Suggested Retail Price of the equipment and/or solutions plus the cost of any lease buyouts, delivery charges, installation charges, and the total Service/Supply Agreement.

(3) If customer defaults in the payment of the purchase price or any other obligation as provided herein, Customer agrees to pay to POA a service charge of 1.5% per month and all of POA's related attorney's fees and collection costs, even if no suit or action is filed. This Contract shall be governed by the internal laws of the State of Oregon. Customer hereby submits and consents to jurisdiction and venue in Multnomah County, Oregon.

(4) The sales price herein includes the initial installation of the manufacturer's software onto Customer's computers. POA shall not be liable for loss or damage of any kind to data or equipment as a result of the installation of the manufacturer's software. Customer shall be solely responsible for the cost of any cables or additional hardware required to connect equipment to a network. POA shall not be responsible for any updates or problems arising after the initial installation due to a change in the Customer's computers and/or Network.

(5) POA MFP Network Service solely provides coverage for services related to the connectivity between the covered equipment and the Customer's Network. MFP Network Service does not provide coverage for services for the Customer's Network itself.

(6) **DISCLAIMER:** EXCEPT AS SPECIFICALLY PROVIDED HEREIN, POA DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EQUIPMENT IS SUBJECT TO A MANUFACTURER'S WARRANTY. UNDER NO CIRCUMSTANCES WILL POA BE RESPONSIBLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES.

(7) POA may provide options for data removal and protection, Customer is solely responsible for selecting an appropriate data removal standard that meets Customer's business needs. POA is not liable for damages arising from Customer's failure to fully remove and protect its data. Customer must return leased equipment in full working order at the end of any lease term.

Cassia County School District #151 - Appendix "A"

Location	Machine Model	Machine Serial Number	Lease Price	Proposed B&W CPC Rate	Proposed Color CPC Rate
Albion Elem.	ECOSYS M4132idn		\$41.59	0.0073	-
Almo Elem.	ECOSYS M4132idn		\$41.59	0.0073	-
Burley H.S.	TASKalfa 7003i		\$128.80	0.004	-
Burley H.S.	TASKalfa 7003i		\$128.80	0.004	-
Burley H.S.	ECOSYS M8130cidn		\$47.37	0.0096	0.045
Burley H.S.	TASKalfa 7003i		\$128.80	0.004	-
Burley H.S.	ECOSYS M4132idn		\$41.59	0.0073	
Burley J.H.	TASKalfa 3554ci		\$93.24	0.0056	0.045
Burley J.H.	ECOSYS M4132idn		\$41.59	0.0073	-
Burley J.H.	TASKalfa 7003i		\$128.80	0.004	-
Cassia H.S.	TASKalfa 5004i		\$91.33	0.0055	
Cassia H.S.	ECOSYS M4132idn		\$41.59	0.0073	-
Cassia-Food Services	ECOSYS M8130cidn		\$53.57	0.0096	0.045
Cassia-Maintennace	ECOSYS M8130cidn		\$53.57	0.0096	0.045
Cassia-Bus Garage	ECOSYS M8130cidn		\$53.57	0.0096	0.045
Cassia-Dist 151	TASKalfa 3554ci		\$86.78	0.0056	0.045
Cassia-Dist 151	TASKalfa 7003i		\$128.80	0.0073	-
Cassia Regional Tech. Center	TASKalfa 4004i		\$58.61	0.0055	
Declo Elem.	TASKalfa 3554ci		\$74.50	0.0056	0.045
Declo Elem.	TASKalfa 6004i		\$90.85	0.004	
Declo Elem.	TASKalfa 6004i		\$90.85	0.004	
Declo Elem.	Riso SF5130EII U		\$54.89	0.0049	
Declo H.S.	ECOSYS M8130cidn		\$49.92	0.0096	0.045
Declo H.S.	TASKalfa 6004i		\$90.85	0.004	
Declo J.H.	TASKalfa 5054ci		\$107.50	0.0056	0.045
Dworshak Elem.	TASKalfa 7003i		\$128.80	0.004	-
Dworshak Elem.	TASKalfa 7003i		\$128.80	0.004	-
Dworshak Elem.	ECOSYS M8130cidn		\$49.92	0.0096	0.045
Dworshak Elem.	Riso SF5130EII U		\$56.83	0.0049	
John Evans	TASKalfa 7003i		\$135.26	0.004	-
John Evans	TASKalfa 7003i		\$128.80	0.004	-
John Evans	ECOSYS M4132idn		\$41.59	0.0073	-
John Evans	Riso SF5130EII U		\$56.83	0.0049	
Preschool Center	ECOSYS M4132idn		\$41.59	0.0073	-
Oakley Elem.	ECOSYS M8130cidn		\$53.57	0.0096	0.045
Oakley Elem.	TASKalfa 7003i		\$128.80	0.004	-
Oakley H.S.	ECOSYS M4132idn		\$41.59	0.0073	-
Oakley H.S.	ECOSYS M8130cidn		\$53.57	0.0096	0.045
Oakley J.H.	TASKalfa 7003i		\$128.80	0.004	-
Raft River Elem.	ECOSYS M8130cidn		\$49.92	0.0096	0.045
Raft River Elem.	TASKalfa 7003i		\$128.80	0.004	-
Raft River H.S.	ECOSYS M4132idn		\$41.59	0.0073	-
Raft River H.S.	TASKalfa 6004i		\$90.85	0.004	
Raft River H.S.	ECOSYS M4132idn		\$41.59	0.0073	-
Raft River H.S.	ECOSYS M8130cidn		\$53.57	0.0096	0.045
Whitepine I.S.	TASKalfa 3554ci		\$81.94	0.0056	0.045
Whitepine I.S.	TASKalfa 7003i		\$128.80	0.004	-
Whitepine I.S.	TASKalfa 7003i		\$128.80	0.004	-
Whitepine I.S.	Riso SF5130EII U		\$56.83	0.0049	
Added locations					
Mtn. View Elem.	TASKalfa 7003i		\$128.80	0.004	-
Mtn. View Elem.	TASKalfa 6004i		\$90.85	0.004	
Mtn. View Elem.	ECOSYS M8130cidn		\$53.57	0.0096	0.045
Mtn. View Elem.	Riso SF5130EII U		\$56.83	0.0049	
Federal Programs	ECOSYS M4132idn		\$41.59	0.0073	-

Equipment: Monthly Lease Payment\$4,298.39

Logistical Cost for Return to Leasing Co.\$231.76

\$4,530.15



PACIFIC OFFICE AUTOMATION

The Northwest's own, the nationally recognized copier company

Master Lease Schedule # R12

"Master Agreement" shall mean this Master Lease Agreement. "Schedule" shall mean any Lease Schedule signed by you and us which incorporates the terms of this Master Agreement. "Lease" shall mean this Master Agreement and any Schedule.

TERMS AND CONDITIONS

- 1. COMMENCEMENT OF A SCHEDULE.** Commencement of a Schedule and acceptance of the Equipment shall occur upon delivery of the Equipment to you ("Commencement Date"). To the extent that the Equipment includes intangible property or associated services such as periodic software licenses and prepaid database subscription rights, such intangible property shall be referred to as "Software". You understand and agree that we have no right, title or interest in the Software and you will comply throughout the Term of the Lease with any license and/or other agreement ("Software License") entered into with the supplier of the Software ("Software Supplier"). You are responsible for entering into any Software License with the Software Supplier no later than the Commencement Date of the Lease. You agree to inspect the Equipment upon delivery and verify by telephone or in writing such information as we may require. If you signed a purchase order or similar agreement for the purchase of the Equipment, by signing a Schedule you assign to us all of your rights, but none of your obligations under it. All attachments, accessories, replacements, replacement parts, substitutions, additions and repairs to the Equipment shall form part of the Equipment under a Schedule.
- 2. LEASE PAYMENTS.** You agree to remit to us the Lease Payment (as set forth in the applicable Schedule) and all other sums when due and payable each Billing Period at the address we provide to you from time to time. You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wires only. You also agree cash and cash equivalents are not acceptable forms of payment for the Lease and that you will not remit such forms of payment to us. Payment in any other form may delay processing or be returned to you. Furthermore, only you or your authorized agent as approved by us will remit payments to us. Lease Payments will include any freight, delivery, installation and other expenses we finance on your behalf at your request. Lease Payments are due whether or not you receive an invoice. You authorize us to adjust the Lease Payments by not more than 15% to reflect any reconfiguration of the Equipment or adjustments to reflect applicable sales taxes or the cost of the Equipment by the manufacturer and/or Supplier.
- 3. LEASE CHARGES.** You agree to: (a) pay all costs and expenses associated with the use, maintenance, servicing, repair or replacement of the Equipment; (b) pay all fees, assessments, taxes and charges governmentally imposed upon Lessor's purchase, ownership, possession, leasing, renting, operation, control or use of the Equipment and pay all premiums and other costs of insuring the Equipment; (c) reimburse us for all costs and expenses incurred in enforcing the Lease; and (d) pay all other costs and expenses for which you are obligated under the Lease (a) through (d) collectively referred to as "Lease Charges"). If a Schedule provides for a Dollar Purchase Option (a "\$1 Lease"), for U.S. federal income tax purposes, the parties hereto agree that it is their mutual intention that you shall be considered the owner of the Equipment and we shall in no event be liable to you if you fail to secure any U.S. federal income tax benefits available to the owner of the Equipment. If a Schedule provides you with a Fair Market Value Purchase Option (an "FMV Lease"), you agree, at our discretion, to either: (1) reimburse us for all personal property and other similar taxes and governmental charges associated with the ownership, possession or use of the Equipment when billed by the jurisdictions; or (2) remit to us each Billing Period our estimate of the pro-rated equivalent of such taxes and governmental charges. In the event that the Billing Period sums includes a separately stated estimate of personal property and other similar taxes, you acknowledge and agree that such amount represents our estimate of such taxes that will be payable with respect to the Equipment during the Term. You agree to pay us an administrative fee for the processing of taxes, assessments or fees which may be due and payable under this Lease. We may take on your behalf any action required under the Lease which you fail to take, and upon receipt of our invoice you will promptly pay our costs (including insurance premiums and other payments to affiliates), plus reasonable processing fees. Restrictive endorsements on checks you send to us will not reduce your obligations to us. We may charge you a return check or non-sufficient funds charge of \$25 for any check which is returned by the bank for any reason (not to exceed the maximum amount permitted by law).
- 4. LATE CHARGES.** For any payment which is not received by its due date, you agree to pay a late charge not to exceed the higher of 10% of the amount due or \$22 (not to exceed the maximum amount permitted by law) as reasonable collection costs.
- 5. OWNERSHIP, USE, MAINTENANCE AND REPAIR.** In the case of a \$1 Lease, the parties hereto agree that it is their mutual intention that you shall be considered the owner of the Equipment (other than Software) for various purposes, including federal income tax purposes, as of the Commencement Date, and you hereby grant to us and we reserve a security interest in the Equipment to secure all of your obligations under the Lease. In the case of an FMV Lease, we own the Equipment and you have the right to use the Equipment under the terms of this Lease. If the Lease is deemed to be a secured transaction, you grant us a first priority security interest in the Equipment to secure all of your obligations under the Lease. We hereby assign to you all our rights under any manufacturer and/or supplier warranties, so long as you are not in default hereunder. You must keep the Equipment free of liens. You may not remove the Equipment from the address indicated on a Schedule without first obtaining our approval. You agree to: (a) keep the Equipment in your exclusive control and possession; (b) use the Equipment in conformity with all insurance requirements, manufacturer's instructions and manuals; (c) keep the Equipment repaired and maintained in good working order and as required by the manufacturer's warranty, certification and standard full service maintenance contract; and (d) give us reasonable access to inspect the Equipment and its maintenance and other records.
- 6. INDEMNITY.** You are responsible for all losses, damages, claims, infringement claims, injuries and attorneys' fees and costs, including, without limitation, those incurred in connection with responding to subpoenas, third party or otherwise ("Claims"), incurred or asserted by any person, in any manner relating to the Equipment, including its use, condition or possession. You agree to defend and indemnify us against all Claims, although we reserve the right to control the defense and to select or approve defense counsel. This indemnity continues beyond the termination of a Schedule for acts or omissions which occurred during the Term of a Schedule. You also agree that (except in the case of a \$1 Lease) the Lease has been entered into on the assumption that we are the owner of the Equipment for U.S. federal income tax purposes and will be entitled to certain U.S. federal income tax benefits.

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BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL. THIS MASTER AGREEMENT AND EACH SCHEDULE SHALL BE GOVERNED BY THE LAWS OF OREGON. YOU CONSENT TO THE JURISDICTION AND VENUE OF FEDERAL AND STATE COURTS IN OREGON 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 PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS TO YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ALSO ASK TO SEE IDENTIFYING DOCUMENTS.

BY SIGNING THIS MASTER AGREEMENT, YOU ACKNOWLEDGE RECEIPT OF PAGES 1 AND 2 OF THIS MASTER AGREEMENT, AND AGREE TO THE TERMS ON BOTH PAGES 1 AND 2. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT YOU AND US FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

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LESSOR ("We", "Us")	LESSEE ("You")
Pacific Office Automation, Inc. By: X <u><i>[Signature]</i></u> <u>Anne Hill</u> Name <u>BAM</u> Date <u>12/20/22</u> Title _____	Cassia School District #151 (Lessee Full Legal Name) By: X <u><i>[Signature]</i></u> <u>Clay Adams</u> Name <u>Clay Adams</u> Title <u>Operations Director</u> <u>12/19/22</u> Date <u>826000732</u> <u> </u> Federal Tax ID

available to the owner of the Equipment. In the case of an FMV Lease, you agree to indemnify us for the loss of any U.S. federal income tax benefits resulting from the failure of any assumptions in the Lease to be correct or caused by your acts or omissions inconsistent with such assumption or the Lease. In the event of any such loss, we may increase the Lease Payments and other amounts due to offset any such adverse effect.

7. **LOSS OR DAMAGE.** If any item of Equipment is lost, stolen or damaged you will, at your option and cost, either: (a) repair the item or replace the item with a comparable item reasonably acceptable to us; or (b) pay us the sum of: (i) all past due and current Lease Payments and Lease Charges; (ii) the present value of all remaining Lease Payments for the effected item(s) of Equipment, discounted at the rate of 6% per annum (or the lowest rate permitted by law, whichever is higher); and (iii) the Fair Market Value of the effected item(s) of Equipment (if an FMV Lease). We will then transfer to you all our right, title and interest in the effected item(s) of Equipment AS-IS AND WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION, TITLE OR VALUE. Insurance proceeds shall be applied toward repair, replacement or payment hereunder, as applicable. In this Master Agreement, "Fair Market Value" of the Equipment means its fair market value at the end of the Term, assuming good order and condition (except for ordinary wear and tear from normal use), as estimated by us. No such loss or damage shall relieve you of your payment obligations under the Lease.

8. **INSURANCE.** You agree, at your cost, to: (a) keep the Equipment insured against all risks of physical loss or damage for its full replacement value, naming us as loss payee (or, in the case of a \$1 Lease, naming you and us as loss payees as our interests may appear); and (b) maintain public liability insurance, covering personal injury and Equipment damage for not less than \$300,000 per occurrence, naming us as additional insured. The policy must be issued by an insurance carrier acceptable to us, must provide us with not less than 15 days' prior written notice of cancellation, non-renewal or amendment, and must provide deductible amounts acceptable to us. If you do not provide acceptable insurance within 30 days after the start of this Agreement, we have the right but no obligation to obtain insurance covering our interest (and only our interest) in the Equipment for the Agreement Term and any renewals as would be further described on a letter from us to you. Any insurance we obtain will not insure you against third party or liability claims and may be cancelled at any time. In the event that we elect to obtain such insurance, you will be required to pay us an additional amount each Billing Period for the cost of such insurance and an administrative fee, the cost of which insurance and administrative fee may be more than the cost to obtain your own insurance. We may make a profit on these programs.

9. **DEFAULT.** You will be in default under the Lease if: (a) you fail to remit to us any payment within ten (10) days of the due date or breach any other obligation under the Lease; (b) a petition is filed by or against you or any guarantor under any bankruptcy or insolvency law; (c) any representation made by you is false or misleading in any material respect; (d) you become insolvent, are liquidated or dissolved, merge, transfer a material portion of your ownership interest or assets, stop doing business, or assign rights or property for the benefit of creditors; or (e) you default under any other agreement with us or our assignees.

10. **REMEDIES.** If you default, we may do one or more of the following: (a) recover from you, AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY, the sum of: (i) all past due and current Lease Payments and Lease Charges; (ii) the present value of all remaining Lease Payments, discounted at the rate of 6% per annum (or the lowest rate permitted by law, whichever is higher); and (iii) the Fair Market Value of the Equipment (if an FMV Lease); (b) declare any other agreements between us in default; (c) require you to return all of the Equipment in the manner outlined in Section 11, or take possession of the Equipment, in which case we shall not be held responsible for any losses directly or indirectly arising out of, or by reason of the presence and/or use of any and all proprietary information residing on or within the Equipment, and to lease or sell the Equipment or any portion thereof, and to apply the proceeds, less reasonable selling and administrative expenses, to the amounts due hereunder; (d) charge you interest on all amounts due us from the due date until paid at the rate of 1-1/2% per month, but in no event more than the lawful maximum rate; and (e) charge you for expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, attorneys' fees and court costs. These remedies are cumulative, are in addition to any other remedies provided for by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right.

11. **END OF TERM OPTIONS: RETURN OF EQUIPMENT.** In the case of a \$1 Lease, provided that you are not in default, you shall not have any obligation to provide us with any end-of-term notice, we will release any security interest which we may have in the Equipment at the end of the Term, and the Lease shall not be renewed. In the case of an FMV Lease, if you are not in default, at least 60 days (but not more than 120 days) prior to the end of the Term (or the Renewal Term) you shall give us written notice of your intention at the end of the Term (or the Renewal Term) which election cannot be revoked, to either: (a) return all, but not less than all, of the Equipment; or (b) purchase all, but not less than all, of the Equipment AS-IS AND WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION, TITLE OR VALUE, for the Fair Market Value, plus applicable sales and other taxes. IF YOU DO NOT PROVIDE US WITH SUCH WRITTEN NOTICE AND EITHER RETURN ALL OF THE EQUIPMENT OR PURCHASE ALL OF THE EQUIPMENT AT THE END OF THE TERM, THEN (EXCEPT IN THE CASE OF A \$1 LEASE) THE LEASE WILL AUTOMATICALLY RENEW FOR ONE ADDITIONAL TERM OF TWELVE (12) MONTHS AND THEREAFTER ON A SUCCESSIVE MONTH-TO-MONTH BASIS (THE ADDITIONAL 12 MONTH TERM AND SUCCESSIVE MONTHLY RENEWALS, EACH A "RENEWAL TERM") and all provisions of the Lease shall continue to apply, including, without limitation, your obligations to remit Lease Payments, Lease Charges and other charges, until all of the Equipment is either returned to us (either because we demand return of the Equipment or you decide to return the Equipment) or purchased by you for the applicable Fair Market Value, plus applicable sales and other taxes, in accordance with the terms hereof. If you are in default or, in the case of an FMV Lease, you do not purchase the Equipment at the end of the Term (or any month-to-month renewal term), you shall: (1) return all of the Equipment, freight and insurance prepaid at your cost and risk, to wherever we indicate in the continental United States, with all manuals and logs, in good order and condition (except for ordinary wear and tear from normal use), packed per the shipping company's specifications; and (2) securely remove all data from any and all disk drives or magnetic media prior to returning the Equipment (and you are solely responsible for selecting an appropriate removal standard that meets your business needs and complies with applicable laws). You will pay us for any loss in value resulting from the failure to maintain the Equipment in accordance with this Master Agreement or for damages incurred in shipping and handling.

12. **ASSIGNMENT.** You may not assign or dispose of any rights or obligations under the Lease or sublease the Equipment without our prior written consent. We may, without notifying you: (a) assign the Lease or our interest in the Equipment; and (b) release information we have about you and the Lease to the manufacturer, Supplier or any prospective investor, participant or purchaser of the Lease. If we do make an assignment under subsection 12(a) above, our assignee will have all of our rights under the Lease, but none of our obligations. You agree not to assert against our assignee claims, offsets or defenses you may have against us.

13. **MISCELLANEOUS.** Notices must be in writing and will be deemed given five (5) days after mailing to your (or our) business address. You represent that: (a) you have authority to enter into the Lease and by so doing you will not violate any law or agreement; and (b) the Lease is signed by your authorized officer or agent. The Lease is the entire agreement between us, and cannot be modified except by another document signed by us. The Lease is binding on you and your successors and assigns. All financial information you have provided is true and a reasonable representation of your financial condition. You authorize us, our agent or our assignee to: (a) obtain credit reports and make credit inquiries; (b) furnish your information, including credit application, payment history and account information, to credit reporting agencies and our assignees, potential purchasers or investors and parties having an economic interest in the Lease or the Equipment, including, without limitation, the seller, Supplier or any manufacturer of the Equipment; and (c) you irrevocably grant us the power to prepare, sign on your behalf (if applicable), and file, electronically or otherwise, Uniform Commercial Code ("UCC") financing statements and any amendments thereto or continuation thereof relating to the Equipment, and containing any other information required by the applicable UCC. Any claim you have against us must be made within two (2) years after the event which caused it. If a court finds any provision of the Lease to be unenforceable, all other terms shall remain in effect and enforceable. You authorize us to insert or correct missing information on the Lease, including your proper legal name, serial numbers and any other information describing the Equipment. If you so request, and we permit the early termination of a Schedule, you agree to pay a fee for such privilege. THE PARTIES INTEND THIS TO BE A "FINANCE LEASE" UNDER ARTICLE 2A OF THE UCC. YOU WAIVE ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UCC. YOU FURTHER HEREBY ACKNOWLEDGE AND AGREE THAT WE AND/OR SUPPLIER MAY MAKE A PROFIT ON ANY AND ALL FEES REFERENCED HEREIN AND, IN SO DOING WAIVE ANY AND ALL CLAIM WHICH YOU MAY HAVE FOR UNJUST ENRICHMENT. WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LEGAL, TAX OR ACCOUNTING TREATMENT OF ANY LEASE AND YOU ACKNOWLEDGE THAT WE ARE AN INDEPENDENT CONTRACTOR AND NOT A FIDUCIARY OF LESSEE. YOU WILL OBTAIN YOUR OWN LEGAL, TAX AND ACCOUNTING ADVICE RELATED TO EACH LEASE AND WILL MAKE YOUR OWN DETERMINATION OF THE PROPER LEASE TERM FOR ACCOUNTING PURPOSES. 14. **TIME PRICE.** In the case of a \$1 Lease, you understand that the Equipment may be purchased for cash (the "Equipment Cost") or purchased pursuant to the Lease for a Time Price equal to the Lease Payment times the number of Lease Payments, plus the Document Fee, all as set forth on a Schedule, plus the Purchase Option amount, and by executing the Lease you have chosen to purchase the Equipment for that Time Price.

15. **LEASE RATE FACTOR.** Each Lease Payment includes a part of our investment in the Equipment Cost and a return on our investment in the Lease. The total return on our investment (the total finance charge) is determined by multiplying the Lease Payment times the number of Lease Payments, then adding the Document Fee and Purchase Option amount (all as set forth on each Schedule), then deducting the Equipment Cost (as determined above). The difference so determined is the return to us on our investment (the total finance charge). The rate of return (finance rate) may be determined by applying to the Equipment Cost, the rate that will amortize the Equipment Cost down to the Purchase Option amount by applying as payments, the Lease Payments and the Document Fee. For purposes of that amortization, each Lease Payment, including the Advance Payment, will be considered received on the date it is required to be paid under the Lease and the Document Fee will be considered received on the date of the Lease.

16. **LIMITATIONS ON CHARGES.** This Section controls over every other part of this Master Agreement and over all other documents now or later pertaining to the Lease. We both intend to comply with all applicable laws. In no event will we charge or collect any amounts in excess of those allowed by applicable law. Any part of this Master Agreement or any other documents now or hereafter pertaining to the Lease that could, but for this Section, be read under any circumstance to allow for a charge higher than that allowable under any applicable legal limit, is limited and modified by this Section to limit the amounts chargeable under the Lease to the maximum amount allowed under the legal limit. If in any circumstance, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by us in excess of that legally allowed will be applied by us to the payment of amounts legally owed under the Lease, or refunded to you.

17. **ELECTRONIC TRANSMISSION OF DOCUMENTATION.** This Master Agreement and any Schedule may be executed in counterparts. The executed counterpart which has our original signature and/or is in our possession shall constitute chattel paper as that term is defined in the UCC and shall constitute the original agreement for all purposes, including, without limitation: (i) any hearing, trial or proceeding with respect to the Lease; and (ii) any determination as to which version of the Lease constitutes the single true original item of chattel paper under the UCC. If you sign and transmit the Lease to us by facsimile or other electronic transmission, the transmitted copy shall be binding upon the parties. You agree that the facsimile or other electronic transmission of the Lease manually signed by us, when attached to the facsimile or other electronic copy signed by you, shall constitute the original agreement for all purposes. The parties further agree that, for purposes of executing the Lease, and subject to our prior approval and at our sole discretion: (a) a document signed and transmitted by facsimile or other electronic transmission shall be treated as an original document; (b) the signature of any party on such document shall be considered as an original signature; (c) the document transmitted shall have the same effect as a counterpart thereof containing original signatures; and (d) at our request, you, who executed the Lease and transmitted its signature by facsimile or other electronic transmission shall provide the counterpart of the Lease containing your original manual signature to us. No party may raise as a defense to the enforcement of the Lease that a facsimile or other electronic transmission was used to transmit any signature of a party to the Lease.



PACIFIC OFFICE AUTOMATION

The Northwest's own, the nationally recognized copier company

Lease Schedule No. _____

Master Agreement No. _____

EQUIPMENT		
Equipment MFG Model & Description	Serial Number	Accessories
_____	_____	_____
_____	_____	_____
<input checked="" type="checkbox"/> See attached schedule for additional Equipment / Accessories		

Billing Address: 3650 Overland; Burley, ID 83318

Equipment Location: _____

SUPPLIER		
Pacific Office Automation, Inc.		
Name		
<u>685 E Anderson Street</u>		
Address		
<u>Idaho Falls</u>	<u>ID</u>	<u>83401</u>
City	State	Zip

PURCHASE OPTION AT END OF TERM	TRANSACTION TERMS
<input checked="" type="checkbox"/> Fair Market Value	Lease Payment: \$ <u>4,530.15</u> (plus applicable taxes)
<input type="checkbox"/> \$1.00* *Lease Rate % _____ %	Term: <u>60</u> (months) Billing Period: Monthly
(Must complete for AR, GA, MD, NH, NJ, NM, TX, WI)	The following additional payments are due on the date this Lease is signed by you:
*Lease Rate Factor _____	Advance Payment: \$ _____ (Plus Applicable Taxes) Applied to: <input type="checkbox"/> First <input type="checkbox"/> Last
(Must complete for all other states)	Document Fee: \$75.00 (included on first invoice)
*(required only for \$1.00 Purchase Option)	

"Master Agreement" shall mean the above referenced Master Lease Agreement. "Schedule" shall mean this Lease Schedule. "Lease" shall mean this Schedule and the Master Agreement.

YOU HAVE SELECTED THE EQUIPMENT. THE SUPPLIER AND ITS REPRESENTATIVES ARE NOT AGENTS OF ANY ASSIGNEE OF LESSOR AND ARE NOT AUTHORIZED TO MODIFY THE TERMS OF THE LEASE. YOU ARE AWARE OF THE NAME OF THE MANUFACTURER OF EACH ITEM OF EQUIPMENT AND YOU WILL CONTACT EACH MANUFACTURER FOR A DESCRIPTION OF YOUR WARRANTY RIGHTS. WE MAKE NO WARRANTIES TO YOU, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY OR OTHERWISE. WE PROVIDE THE EQUIPMENT TO YOU AS-IS. YOU AGREE TO USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS, AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES. WE SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES. WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LEGAL, TAX OR ACCOUNTING TREATMENT OF THIS LEASE AND YOU ACKNOWLEDGE THAT WE ARE AN INDEPENDENT CONTRACTOR AND NOT A FIDUCIARY OF LESSEE. YOU WILL OBTAIN YOUR OWN LEGAL, TAX AND ACCOUNTING ADVICE RELATED TO THIS LEASE AND WILL MAKE YOUR OWN DETERMINATION OF THE PROPER LEASE TERM FOR ACCOUNTING PURPOSES.

YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER. BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL. THIS MASTER AGREEMENT AND EACH SCHEDULE SHALL BE GOVERNED BY THE LAWS OF OREGON. YOU CONSENT TO THE JURISDICTION AND VENUE OF FEDERAL AND STATE COURTS IN OREGON.

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 PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS TO YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ALSO ASK TO SEE IDENTIFYING DOCUMENTS.

ALL OF THE TERMS AND CONDITIONS SET FORTH IN THE MASTER AGREEMENT ARE HEREBY INCORPORATED INTO THIS SCHEDULE. BY SIGNING THIS SCHEDULE, YOU AGREE TO THE TERMS OF THIS SCHEDULE AND THE MASTER AGREEMENT. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT YOU AND US FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

LESSOR ("We", "Us")	LESSEE ("You")
Pacific Office Automation, Inc.	Cassia School District #151
By: X <u>Anne Hill</u>	(Lessee Full Legal Name)
Name <u>BAM</u>	By: X <u>Clayton C. Adams</u>
Title _____	<u>Clay Adams</u>
Date <u>12/20/22</u>	Name <u>Ops Director</u>
	Title <u>12/19/22</u>
	Date _____
	Federal Tax ID <u>826000732</u>

NON APPROPRIATION RIDER

This Non-Appropriation Rider to the Master Lease Agreement No. _____ dated _____, 20____ and all Schedules thereto now and hereafter entered into in accordance therewith (individually a "Schedule", and collectively the "Lease"), is by and between **Pacific Office Automation** (Lessor) and **Cassia School District #151** (Lessee). Capitalized terms used herein without definition shall be defined as provided in the Lease.

Notwithstanding anything contained in the Lease to the contrary, the following applies to each Schedule:

1. Lessee presently intends to continue each Schedule for its entire term and to pay all rentals or other payments relating thereto and shall do all things lawfully within its power to obtain and maintain funds from which the rentals and all other payments owing thereunder may be made. To the extent permitted by law, the person or entity in charge of preparing Lessee's budget will include in the budget request for each fiscal year during the term of each Schedule the rentals to become due in such fiscal year, and will use all reasonable and lawful means available to secure the appropriation of money for such fiscal year sufficient to pay all rentals coming due therein. The parties acknowledge that appropriation for rentals is a governmental function which Lessee cannot contractually commit itself in advance to perform and each Schedule and the Lease does not constitute such a commitment. However, Lessee reasonably believes that moneys in an amount sufficient to make all rentals can and will lawfully be appropriated and made available to permit Lessee's continued utilization of the Equipment in the performance of its essential functions during the term of the Lease and each Schedule.

2. If Lessee's governing body fails to appropriate sufficient moneys in any fiscal year for rentals or other payments due under a specific Schedule and if other funds are not available for such payments, then a "Non-Appropriation" shall be deemed to have occurred. If a Non-Appropriation occurs, then: (i) Lessee shall give Lessor immediate notice of such Non-Appropriation and provide written evidence of such failure by Lessee's governing body at least sixty (60) days prior to the end of the then current fiscal year or if Non-Appropriation has not occurred by that date, immediately upon such Non-Appropriation; (ii) no later than the last day of the fiscal year for which appropriations were made for the rentals due under the Schedule (the "Return Date"), Lessee shall return to Lessor all, but not less than all, of the Equipment covered by the Schedule, at Lessee's sole expense, in accordance with the terms hereof; and (iii) the Schedule shall terminate on the Return Date without penalty or expense to Lessee and Lessee shall not be obligated to pay the rentals beyond such fiscal year, provided, that Lessee shall pay all rentals and other payments due under the Schedule for which moneys shall have been appropriated or are otherwise available, provided further, that Lessee shall pay month-to-month rent at the rate set forth in the Lease for each month or part thereof that Lessee fails to return the Equipment as required herein.

3. Each Schedule shall be deemed executory only to the extent of monies appropriated and available for the purpose of the Schedule, and no liability on account thereof shall be incurred by the Lessee beyond the amount of such monies. Each Schedule is not a general obligation of the Lessee. Neither the full faith and credit nor the taxing power of the Lessee are pledged to the payment of any amount due or to become due under any Schedule. It is understood that neither the Lease, any Schedule nor any representation by any public employee or officer creates any legal or moral obligation to appropriate or make monies available for the purpose of the Schedule.

4. The Lessee and Lessor agree that they intend each Schedule to be an operating lease and that by the execution thereof, Lessee acquires no ownership interest in the Equipment whether vested or contingent. The Lessee's interest in the Equipment is limited to that of a lessee and Lessor retains all the rights of owner therein. Any provisions indicating to the contrary in this Rider are for precautionary purposes only.

IN WITNESS WHEREOF, each of the parties hereto has caused this Rider to be executed as of the ____ day of ____ 20____.

Pacific Office Automation
(Lessor)

By

Anne M. Hill 12/21/22
(Date)

Name/Title

Anne Hill, B.A.M.

Cassia School District #151
(Lessee)

By

Clayton O. Adams 12/19/22
(Date)

Name/Title

Operations Director