

AGREEMENT

Valley Office Systems
Ph. 208-529-2777
Fax 208-529-0135



CUSTOMER ("YOU" OR "YOUR")

AGREEMENT NO.:

FULL LEGAL NAME: **Legacy Public Charter School, Inc.**

FEDERAL TAX ID #:

ADDRESS: **4015 Legacy Way****Nampa, ID 83686**

EQUIPMENT AND PAYMENT TERMS

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES

☐ SEE ATTACHED SCHEDULE**Sharp MX-M7570**EQUIPMENT LOCATION: **As Stated Above**

(*PLUS TAX)

TERM IN MONTHS: **48**MONTHLY PAYMENT AMOUNT: **\$281.19**PURCHASE OPTION: **Fair Market Value**

SECURITY DEPOSIT: \$

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 STATE IN WHICH OUR (OR, IF WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE'S) PRINCIPAL PLACE OF BUSINESS IS LOCATED AND ANY DISPUTE CONCERNING THIS AGREEMENT WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN SUCH STATE. 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)

Miki Crow
CE6D3963507E402...

Niki Crow

Clerk

9/28/2020

CUSTOMER

SIGNATURE

PRINT NAME & TITLE

DATE

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

Valley Office Systems

OWNER

2050 1st St, Idaho Falls, ID 83401-4469

Jason Denson
CE6D3963507E402...

SIGNATURE

PRINT NAME & TITLE

DATE

Jason Denson Rep 10/20/2020

UNCONDITIONAL GUARANTY

The undersigned, jointly and severally if more than one, unconditionally guarantee(s) that the Customer will timely perform all obligations under the Agreement. The undersigned also waive(s) any notification if the Customer is in default and consent(s) to any extensions or modifications granted to the Customer. In the event of default, the undersigned will immediately pay all sums due under the terms of the Agreement without requiring us or our assignee to proceed against Customer or any other party or exercise any rights in the Equipment. Within 30 days after our request, you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. The undersigned authorizes us or our assignee to obtain credit bureau reports for credit and collection purposes and to share them with our affiliates and agents. **THE UNDERSIGNED, AS TO THIS GUARANTY, AGREE(S) TO THE DESIGNATED FORUM AND CONSENT(S) TO PERSONAL JURISDICTION, VENUE, AND CHOICE OF LAW AS STATED IN THE AGREEMENT, AGREE(S) TO PAY ALL COSTS AND EXPENSES, INCLUDING ATTORNEY FEES, INCURRED BY US OR OUR ASSIGNEE RELATED TO THIS GUARANTY AND THE AGREEMENT, WAIVE(S) A JURY TRIAL AND TRANSFER OF VENUE.**

SIGNATURE: **X**

INDIVIDUAL:

DATE:

SIGNATURE: **X**

INDIVIDUAL:

DATE:

CERTIFICATE OF DELIVERY AND ACCEPTANCE

The Customer hereby certifies that all the Equipment: 1) has been received, installed, and inspected, and 2) is fully operational and unconditionally accepted.

SIGNATURE: **X**

NAME AND TITLE:

DATE:

ADDITIONAL TERMS AND CONDITIONS

- 1. AGREEMENT.** You want us to now provide you the equipment and/or software referenced herein, together with all replacements, parts, repairs, additions and accessions incorporated therein or attached thereto, ("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. If we designate a later commencement date, you agree to pay us an additional amount equal to the periodic payments due under this Agreement prorated for the period between the date the Equipment is delivered to you and the commencement date. We may charge you a one-time origination fee of \$89.50. If any amount payable to us is not paid when due, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars (\$26.00); or 2) the highest lawful charge, if less. Any security deposit will be commingled with our assets, will not earn interest, and will be returned at the end of the term, provided you are not in default. We may charge you a fee of up to \$50.00 for filing, searching and/or titling costs required under the Uniform Commercial Code (UCC) or other laws. If for any reason your check is returned for nonpayment, you will pay us a bad check charge of \$30 or, if less, the maximum charge allowed by law.
- 2. 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.**
- 3. 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. We will have the right, at any reasonable time, to inspect the Equipment and any documents relating to its use, maintenance and repair.
- 4. SERVICES/SUPPLIES.** If we have entered into a separate arrangement with you for maintenance, service, supplies, etc. with respect to the Equipment, payments under this Agreement may include amounts owed under that arrangement, which amounts may be invoiced as one payment for your convenience. You agree that you will look solely to us for performance under any such arrangement and for the delivery of any applicable supplies.
- 5. 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. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.
- 6. 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.**
- 7. 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 do so, our assignee will have our assigned rights under this Agreement but none of our obligations and will not be subject to any claim, defense, or set-off that may be assertable against us or anyone else.**
- 8. LOSS OR DAMAGE.** You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. Any insurance proceeds received relating to insurance you obtain 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. 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 the Equipment or data stored on it. In no event will we be liable for any consequential or indirect damages.
- 9. INSURANCE.** You agree to maintain commercial general liability insurance acceptable to us and to include us as an additional insured on the policy. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as lender's loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to do so as provided in either (A) or (B) as follows, as determined in our discretion:
- (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 secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received relating to insurance we obtain 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.
- (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 administrative costs or other costs, as would be further described on a letter from us to you. We may make a profit on this program. **NOTHING IN THIS SECTION WILL RELIEVE YOU OF YOUR RESPONSIBILITY FOR LIABILITY INSURANCE ON 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.
- 10. TAXES.** We own the Equipment. You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement. If we pay any taxes or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. Sales or use tax due upfront will be payable over the term with a finance charge. If this Agreement is deemed to be a secured transaction, you hereby grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, to be released at the end of the term provided you have performed all of your obligations under this Agreement.
- 11. END OF TERM.** At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew for an additional one-year period under the same terms unless a) you provide us written notice, at least 60 days prior to the End Date, of your intent to return the Equipment, 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 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. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the price of the Equipment.
- 12. 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 or any of our affiliates or any material agreement with any other entity, (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 ever in default, at our option, we can terminate this Agreement and 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, and may require you to stop using any software. You agree to pay all our costs and expenses, including reasonable attorney fees and repossession costs, incurred in enforcing this Agreement. You also agree to pay interest on all past due amounts, from the due date, at 1.5% per month. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.
- 13. 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.
- 14. LIMITATION ON CHARGES.** This section controls over every other part of this Agreement and over all documents now or later pertaining to the Agreement. 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 Agreement that could, but for this section, be read under any circumstance to allow for a charge higher than that allowable under applicable legal limit, is limited and modified by this section to limit the amounts chargeable under the Agreement 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 Agreement, or refunded to you.
- 15. 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: (i) this Agreement and any related documents hereto may be authenticated by electronic means; and (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually signed signature. Notwithstanding the foregoing, any copy of this Agreement bearing your manual, facsimile, scanned, or electronic signature and our signature shall be sufficient to maintain an enforcement action relating to this Agreement. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually. If a court finds any provision of this Agreement unenforceable, the remaining terms of this Agreement shall remain in effect. 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. Within 30 days after our request, you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof.



Valley Office Systems
Idaho Falls - Pocatello - Twin Falls - Boise
Jackson WY - Logan UT - Ogden UT

Maintenance Agreement

Ship To	
Legacy Public Charter School, Inc.	
4015 Legacy Way	
Nampa, ID 83686	
Contact:	0
Contact Phone #	(208) -
Meter Method:	
E-Mail	(208) -

Bill To	
Legacy Public Charter School, Inc.	
4015 Legacy Way	
Nampa, ID 83686	

Date	9/4/2020
Customer #	
Representative	Ryan Miller

Installation and Service Agreement Options

Maintenance Type:	CPC	Monthly Base	
Contract Length (months):	48	Billing Amount:	\$ -
Contract Start Date:			



Item	Base Rate	Base Allowance	Frequency Billed	Overage	Frequency Billed
B/W	0.004	0	Monthly	0.004	Monthly
Color	0	0		0	
B/W Printer	0	0		0	
Color Printer	0	0		0	

If wide-format, billing is per Square foot / Linear Foot

[illegible]

Contract Type		
<input checked="" type="checkbox"/>	CPC CONTRACT	Contract Includes all parts, labor, service drums and supplies. Includes developer and toners. Excludes only paper & staples.
<input type="checkbox"/>	CPC COLOR CONTRACT	Contract Includes all parts, labor, service drums and supplies. Includes developer, black and color toners. Excludes only paper & staples.
<input type="checkbox"/>	SERVICE CONTRACT	Contract includes all parts, labor and service. Excludes all toners.

By executing this agreement, I acknowledge that I have read and understand this agreement and I certify that I am authorized to execute this agreement on behalf of customer. Authorized signature acknowledges terms / conditions and expiration dates or meter readings. The terms and conditions on the front & back of this agreement correctly set forth the entire agreement between parties.

Customer Acceptance			Valley Office Systems Representative	
Authorized Signature/Date	Print Name	Title	Signature	Date
 Niki Crow	Niki Crow	Clerk	 Sean Lenson	10/20/2020

TERM: This contract is for twelve (12) months from inception and is automatically renewed for successive twelve (12) month periods unless written cancellation notice is received by either party thirty (30) days prior to the end of the current term. In order to continue providing quality service, the cost of the Maintenance Agreement may be escalated on the anniversary date upon renewal. The contract will not be increased at all upon renewal. Early termination of this agreement may take place; however, the following fees will be collected if cancellation takes place between:

1 – 4 months: 4 times monthly minimum amount of contract
5 – 8 months: 3 times monthly minimum amount of contract

9 – 12 months: 2 times monthly minimum amount of contract

Valley Office Systems Sales Solutions Terms and Conditions

COVERAGE:	This contract includes all parts and labor for adjustments and repairs as necessitated by normal use of the machine as determined by Valley Office Systems. Customer agrees to use only approved supply products on copiers covered by this agreement. If service is required due to use of non-approved supplies, customer agrees to pay any additional service charges that may be incurred due to inferior or foreign supply products.
ITEMS NOT COVERED:	<p>After-hours service, abuse or misuse by customer, neglect, fire, flood, lightning, and other acts of nature or damage resulting from service by unauthorized personnel. The use of unauthorized parts, components, modification or personnel to effect repairs or changes will cause this agreement to be invalid.</p> <p>Also excluded from this contract and chargeable to the customer are: staples & paper.</p>
KEY OPERATOR:	KEY OPERATOR – maintenance prices are predicated on the requirement that each customer provide a Key Operator that will be responsible for designated duties in the operator's manual and to insure that the proper supplies are being loaded correctly.
EARLY TERMINATION:	<p>Early termination charges will not be assessed if: 1) the customer elects to trade to other equipment offered by Valley Office Systems and covered by a Maintenance Agreement. This replacement equipment must be intended to perform the same functions as the equipment traded in. 2) the customer elects to covert to another Maintenance Agreement and the term of the new agreement is equal to or greater than the remaining term of this agreement at the time of conversion</p> <p>This contract is non-transferable.</p>
CONTRACT TERMS:	<p>Customer agrees to pay the billed images either on a quarterly or monthly basis. If customer does not pay the amount due hereunder, the following may occur: (1) continuing service of the equipment may be refused, or (2) service will be furnished on a C.O.D. 'per call' basis, and (3) the customer agrees to pay costs and expenses of collection, including any reasonable attorney's fees. Interest will be charged at 1.5% per month after thirty (30) days on any unpaid balance. The parties stipulate that the venue of any legal action brought to enforce or otherwise adjudicate any of the terms of this agreement shall be in Ada County, State of Idaho.</p> <p>No terms or conditions, expressed or implied, are authorized unless they appear on the original of the agreement. This contract may not be varied except in writing signed by an officer of Valley Office Systems and agreed to by the customer.</p>
METER COLLECTION:	Meter reading(s) must be provided by customer in accordance to the frequency stated on the reverse side of this Agreement. V.O.S. will provide a software meter collection tool at no charge while under this agreement. Customer agrees to allow V.O.S. to deploy the software meter collection tool to gather meter readings, toner alerts, and service alerts for V.O.S. supported equipment connected to the customer's network. V.O.S. will assess a \$3.00 per meter collected manually – in person, phone or email should the customer not allow deployment of the meter collection tool. All Data shall be transmitted in a secure manner as outlined in the Security White Papers provided by V.O.S.