



# LEASE AGREEMENT

1720 A Crete Street, Moberly, MO 65270  
Phone: 800-662-3759, Fax: 800-426-2626

**LESSEE LEGAL NAME:** Spring Grove Area School District Telephone No: 717-225-4731

**Billing Address:** 100 E. College Avenue, Spring Grove, PA 17362  
**Equipment Location (If other than Billing Address):** See Schedule A

**EQUIPMENT DESCRIPTION:** (indicate quantity, new or used and include make, model, serial # and all attachments – see below and/or attached Schedule A)  
See Schedule A

BASE TERM IN MONTHS	TOTAL NUMBER OF LEASE PAYMENTS	END OF LEASE PURCHASE OPTION	
60	60 @ \$ 3,600.00 (plus taxes) followed by	x Fair market value, plus taxes 10% of Equipment cost, plus taxes \$1.00, plus taxes	(a) Advance Payment: \$ 0.00
	0 @ \$ 0.00 (plus taxes)	(FMV unless another option is selected. You may not exercise a purchase option if you are in default. If you exercise a purchase option we will convey all of our right, title and interest in such Equipment to you on an AS-IS WHERE IS without warranty.)	(b) Security Deposit: \$ 0.00
			(c) Documentation Fee: \$ 0.00
			Total due a + b + c =: \$ 0.00

**\*\*If more than one lease payment is required as an Advance Payment, the balance will be applied to lease payments in inverse order, starting with the last lease payment. Your obligation to pay all amounts and perform all other obligations is non-cancellable, absolute, unconditional and not subject to abatement, set-off or defense.**

In this agreement ("Lease"), "we," "our," and "us" refers to **LEAF Capital Funding, LLC** as Lessor and "you" and "your" refer to the Lessee. You agree to lease the Equipment upon the following terms and conditions:

- LEASE PAYMENTS AND TERM:** The Lease is enforceable on you upon your execution. The term of the Lease shall commence on the date the Equipment is delivered to you ("Lease Commencement Date"). The first Lease Payment shall be due on the date we specify in the month following the Lease Commencement Date as set forth in our invoice, and the remaining Lease Payments will be due on the same day of each subsequent month (each, a "Payment Date") until paid in full. The Base Term shall commence on the date one month prior to the first Payment Date.
- DELIVERY, ACCEPTANCE, USE AND REPAIR:** You are responsible for Equipment delivery and installation. You unconditionally accept the Equipment upon the earlier of (a) your oral or written acceptance of the Equipment, or (b) 10 days after delivery of the Equipment. You authorize us to fill in the Lease Commencement Date, serial numbers and other information. **You will not move the Equipment from the above location without our written consent and are responsible for maintaining the Equipment in good repair.** We are not responsible for Equipment or vendor failures.
- INDEMNIFICATION:** You agree to indemnify, defend and hold us harmless from and against any losses, damages, penalties, claims and suits, including attorneys' fees and expenses related to the ordering, manufacture, installation, ownership, condition, use, lease, possession, delivery or return of Equipment.
- LEASE EXPIRATION, RENEWAL:** **Unless you notify us at least 90 days prior to the expiration of the Lease of your election to return or purchase the Equipment, this Lease will renew on a month-to-month basis at the same monthly Lease Payment until you either exercise the purchase option or provide us with at least 90 days notice and return the Equipment.** If you return the Equipment, (i) it must be to the location we designate and you are responsible for all return costs, and (ii) you must 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 failure to maintain the Equipment in accordance with this Lease or for damages incurred in shipping and handling. If you exercise a purchase option we will convey all of our interest in such Equipment to you on an AS-IS WHERE IS basis without representation or warranty.
- LATE FEES AND CHARGES:** If any amount is not paid within three (3) days of when due, you agree to pay us a late charge equal to the lesser of 10% of the amount past due or the maximum legal amount. Amounts which are not paid within 30 days of when due shall accrue interest at 1.5% per month (or if less, the maximum legal rate) until paid. You agree to pay \$25 for each pay by phone and \$35 for each returned payment.
- NO WARRANTY:** We do not manufacture the Equipment and you have selected the Equipment and the supplier. **WE MAKE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PURPOSE AND ARE NOT RESPONSIBLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.**
- INSURANCE, RISK OF LOSS:** You bear all risk of loss or damage to the Equipment from its order until it is returned in the required condition or purchased by you ("Risk Period"). During the Risk Period you will maintain property and liability insurance on the Equipment acceptable to us, naming us loss payee and additional insured. If you do not provide us with proof of such insurance, we may secure insurance on the Equipment to

- cover our interests (and only our interests). If we obtain such insurance, you will pay us an additional amount for the cost of it and an administrative fee, the cost of which may be more than the cost to obtain your own insurance and on which we may make a profit.
- OWNERSHIP AND TAXES:** We own the Equipment (excluding licensed software). If you are deemed to own it, you grant us a security interest in the Equipment. You authorize us to file UCC financing statements to confirm our interest. You will pay, when due, all taxes, fines and penalties relating to the purchase, use, leasing and/or ownership of the Equipment. If we pay any taxes (including property tax), fees or penalties on your behalf, you will pay us the amount we paid plus an administrative fee. You agree to pay us the documentation fee specified above or if not so specified, the greater of either \$125 or 0.5% of the Equipment cost. If we require an Equipment site inspection, or you request administrative services, you agree to reimburse our costs.
  - DEFAULT:** If you or any guarantor do not pay us any amount within ten (10) days of its due date, or breach any terms of this Lease, any guaranty or any license relating to the Equipment, you will be in default. If you default, we may require you to do any combination of the following: (a) immediately pay all amounts then due, plus the present value of the remaining Lease Payments, Interim Rent and residual value of the Equipment, as determined by us, discounted at an annual rate of 3%; (b) return all of the Equipment; (c) allow us to repossess the Equipment; or (d) use any and all remedies available to us under applicable law. If you default, you agree to pay the cost of repossession and our attorney's fees and costs. In addition to all other charges and as reimbursement for expenses incurred and not as a penalty, we may require you to reimburse us for the phone calls, letters, and any additional expense incurred in the collection or servicing of this Lease for you. If we take possession of the Equipment, we may sell or otherwise dispose of it with or without notice, at a public or private sale, and apply the net proceeds (after we have deducted all costs related to the sale or disposition of the Equipment) to the amounts that you owe us. You agree that if notice of sale is required by law, 10 days' notice shall constitute reasonable notice. You remain responsible for any amounts that are due after we have applied such net proceeds. We may apply any security deposits to your obligations and if you do not default, the balance will be refunded without interest.
  - ASSIGNMENT:** **You have no right to sell or assign the Equipment or Lease.** We may sell or assign our rights in the Lease and/or Equipment and the new owner will have all our rights but will not be subject to any claim or defense you have against us.
  - ARTICLE 2A:** You agree this Lease is a "finance lease" as defined in Article 2A of the Uniform Commercial Code. **You waive all rights and remedies conferred upon a lessee by Article 2A (508-522) of the UCC.** You have received a copy of the Supply Contract or been informed of the identity of the Supplier and you may have rights under the Supply Contract and may contact the Supplier for a description of those rights.
  - CREDIT INFORMATION:** You authorize us or any of our affiliates to obtain credit bureau reports, and make other credit inquiries that we deem necessary.
  - CHOICE OF LAW: THIS LEASE WILL BE GOVERNED BY PENNSYLVANIA LAW. YOU CONSENT TO JURISDICTION IN THE STATE OR FEDERAL COURTS IN PENNSYLVANIA AND WAIVE ANY RIGHT TO A TRIAL BY JURY.**
  - MISCELLANEOUS:** This Lease is the parties' entire agreement and can be amended only in writing signed by both parties. This Lease may be executed in counterparts (manually or by electronic means) and, when transmitted to us shall be binding upon you for all purposes. This Lease is not binding on us until we sign it. You agree not to raise as a defense to the enforcement of this Lease that it was executed or transmitted to us by electronic means. You will use the Equipment only for business purposes and not for personal, family or household use. The USA PATRIOT Act requires us to obtain, verify, and record information that identifies you thus we ask for your name, address and other information or documents that substantiate your identity.

**ACCEPTED BY LESSEE:**

X \_\_\_\_\_ **Print Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_  
 \_\_\_\_\_ **E-Mail Address:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
 \_\_\_\_\_ **Tax ID Number:** \_\_\_\_\_

~~**PERSONAL GUARANTY:** Undersigned guarantees that Lessee will make all payments and perform all other obligations under the Lease when due. Undersigned agrees that this is a guaranty of payment and not of collection, and that we can proceed directly against undersigned without first proceeding against Lessee or the Equipment. Undersigned also waives all suretyship defenses and notification if the Lessee is in default and consents to any extensions or modifications granted to Lessee. Undersigned will pay us all expenses (including attorneys' fees) we incur in enforcing our rights against undersigned or Lessee. If more than one person signs this guaranty, each agrees that his/her liability is joint and several. Undersigned authorizes us and our affiliates to obtain credit bureau reports and make inquiries regarding undersigned's personal credit. You consent to jurisdiction in the State or Federal courts in Pennsylvania and expressly waive any right to a trial by jury.~~

**SIGNED X** \_\_\_\_\_ **Print Name:** \_\_\_\_\_ **E-Mail Address:** \_\_\_\_\_

Accepted by: **LEAF CAPITAL FUNDING, LLC** By: \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_ **DOCEO LEASE 01 2-7-2019**



## State and Local Government Lease Addendum

Reference: Lease No. \_\_\_\_\_

This Addendum is made part of the Lease Agreement referenced above (“Lease”) between **LEAF Capital Funding, LLC** (“we” “us” and “ours”) and Spring Grove Area School District (“you” and “your”). Capitalized terms used but not defined will have the meaning given to them in the Lease. If there is any conflict between the terms of this Addendum and the terms of the Lease, the terms of this Addendum will control and prevail.

**1. Funding Intent.** You reasonably believe that funds can be obtained sufficient to make all Lease Payments and other payments during the term of the Lease. You agree that your chief executive or administrative officer (or your administrative office that has the responsibility of preparing the budget submitted to your governing body, as applicable) will provide for funding for such payments in your annual budget request submitted to your governing body. If your governing body chooses not to appropriate funds for such payments, you agree that your governing body will evidence such nonappropriation by omitting funds for such payments due during the applicable fiscal period from the budget that it adopts. You and we agree that your obligation to make Lease Payments under the Lease will be your current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in the Lease will be interpreted as a pledge of your general tax revenues, funds or moneys.

**2. Nonappropriation of Funds.** If (a) sufficient funds are not appropriated and budgeted by your governing body in any fiscal period for Lease Payments or other payments and (b) you have exhausted all funds legally available for such payments, due under the Lease, then you will give us written notice and the Lease will terminate as of the last day of your fiscal period for which funds for Lease Payments are available. Such termination is without any expense or penalty, except for the portions of the Lease Payments and those expenses associated with your return of the Equipment in accordance with the Lease for which funds have been budgeted or appropriated or are otherwise legally available. You agree that, to the extent permitted by law, you will not terminate the Lease if any funds are appropriated by you or to you for the acquisition or use of equipment or services performing functions similar to the Equipment during your fiscal period in which such termination would occur.

**3. Authority and Authorization.** You represent and agree that: (a) you are a state or a political subdivision or agency of a state; (b) the entering into and performance of the Lease is authorized under your state laws and Constitution and does not violate or contradict any judgment, law, order, or regulation, or cause any default under any agreement to which you are party; (c) you have complied with all bidding requirements and, where necessary, have properly presented the Lease for approval and adoption as a valid obligation on your part; and (d) you have sufficient appropriated funds or other moneys available to pay all amounts due under the Lease for your current fiscal period. Upon our request, you agree to provide us with an opinion of counsel as to clauses (a) through (d) above, an incumbency certificate, and other documents that we request, with all such documents being in a form satisfactory to us.

**4. Government Use.** You agree that (a) you will comply with all information reporting requirements of the Internal Revenue Code of 1986, as amended, including but not limited to the execution and delivery to us of information statements requested by us, and (b) the use of the Equipment is essential for your proper, efficient and economic operation, you will be the only entity to use the Equipment during the term of the Lease and you will use the Equipment only for your governmental purposes. Upon our request you will provide us with an essential use letter in a form satisfactory to us as to clause (b) above.

**5. Insurance.** You agree to provide and maintain at your own expense (a) property insurance against the loss, theft, destruction of, or damage to, the Equipment for its full replacement value, naming us as loss payee, and (b) public liability and third party property insurance, naming us as an additional insured. You will give us certificates or other evidence of such insurance on the Equipment at such times as we request. All insurance obtained from a third party insurer will be in a form, amount and with companies acceptable to us, and will provide that we will be given 30 days' advance notice of any cancellation or material change of such insurance. If you do not provide us with proof of such insurance, we may secure insurance on the Equipment to cover our interests (and only our interests). If we obtain such insurance, you will pay us an additional amount for the cost of such insurance and an administrative fee, the cost of which may be more than the cost to obtain your own insurance and on which we may make a profit.

**6. Indemnification.** With respect to any claims, actions, or suits that are made against us as a result of your actions, omissions, negligence or willful misconduct ("Claims"), to the extent permitted by law, you agree to reimburse us for, and if we request, defend us against, any such Claims.

**7. Choice of Law.** Regardless of any conflicting provision in the Lease, **THE LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE IN WHICH YOU ARE LOCATED.**

This Addendum supplements and amends the Lease only to the extent and in the manner set forth, and in all other respects, the Lease will remain in full force and effect.

LESSEE: Spring Grove Area School District	<b>LEAF CAPITAL FUNDING, LLC</b>
By: _____ Print Name: _____ Title: _____ Date: _____	By: _____ Print Name: _____ Title: _____ Date: _____



SCHEDULE A TO LEASE AGREEMENT (EQUIPMENT DESCRIPTION)

Lease Application No.: \_\_\_\_\_

Table with 5 columns: QNT, Equipment Description, New/Used, Make, Model, Serial Number. Rows include Toshiba 5528A System, Toshiba 5525AC System, Toshiba 8518A System, Toshiba 330AC System, Lexmark C4150 System, Lexmark XM1342 System, Lexmark M3250 System.

LESSEE: Spring Grove Area School District

LEAF CAPITAL FUNDING, LLC

BY: \_\_\_\_\_

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_



# PENNSYLVANIA EXEMPTION CERTIFICATE

- STATE AND LOCAL SALES AND USE TAX
- STATE 6% AND LOCAL 1% HOTEL OCCUPANCY TAX
- PUBLIC TRANSPORTATION ASSISTANCE TAXES AND FEES (PTA)
- VEHICLE RENTAL TAX (VRT)
- ADDITIONAL LOCAL, CITY, COUNTY HOTEL TAX \**

**This form cannot be used to obtain a Sales Tax Account ID, PTA Account ID or Exempt Status.**

(Please Print or Type)  
**Read Instructions  
On Reverse Carefully**

**THIS FORM MAY BE PHOTOCOPIED – VOID UNLESS COMPLETE INFORMATION IS SUPPLIED**

**CHECK ONE:**    **PENNSYLVANIA TAX UNIT EXEMPTION CERTIFICATE** (USE FOR ONE TRANSACTION)  
                    **PENNSYLVANIA TAX BLANKET EXEMPTION CERTIFICATE** (USE FOR MULTIPLE TRANSACTIONS)

<b>Name of Seller, Vendor or Lessor</b>			
Street	City	State	ZIP Code

**NOTE:** Do not use this form for claiming an exemption on the registration of a vehicle. To claim an exemption from tax for a motor vehicle, trailer, semi-trailer or tractor with the PA Department of Transportation, Bureau of Motor Vehicles, use one of the following forms:

- FORM MV-1**, Application for Certificate of Title (first-time registrations)
- FORM MV-4ST**, Vehicle Sales and Use Tax Return/Application for Registration (other registrations)

Property and services purchased or leased using this certificate **are exempt** from tax because: (Select the appropriate paragraph from the back of this form, check the corresponding block below and insert information requested).

- 1. Property or services will be used directly and predominately by purchaser in performing purchaser's operation of: \_\_\_\_\_
- 2. Purchaser is a/an: \_\_\_\_\_ holding Sales Tax Exemption Number \_\_\_\_\_
- 3. Property will be resold under Account ID \_\_\_\_\_ (If purchaser does not have a PA Sales Tax Account ID, include a statement under Number 8 explaining why a number is not required).
- 4. Property or services will be used directly and predominately by purchaser performing a public utility service.  
      PA Public Utility Commission PUC Number \_\_\_\_\_ and/or    U.S. Department of Transportation MC/MX \_\_\_\_\_
- 5. Exempt wrapping supplies, Account ID \_\_\_\_\_ (If purchaser does not have a PA Sales Tax Account ID, include a statement under Number 8 explaining why a number is not required).
- 6. Canned computer software purchased by a financial institution subject to the Bank and Trust Company Shares Tax (Article VII) or the Mutual Thrift Institutions Tax (Article XV).
- 7. Canned computer software licenses that are billed to a PA address but used outside of PA. The total number of software licenses purchased for invoice # \_\_\_\_\_ is \_\_\_\_\_. The total number of users accessing and using the software outside PA is \_\_\_\_\_.
- 8. Other \_\_\_\_\_  
(Explain in detail. Additional space on reverse side).

I am authorized to execute this certificate and claim this exemption. Misuse of this certificate by seller, lessor, buyer, lessee or their representative is punishable by fine and imprisonment.

<b>Name of Purchaser or Lessee</b>	Signature	EIN	Date
Street	City	State	ZIP Code

**1. ACCEPTANCE AND VALIDITY:**

For this certificate to be valid, the seller/lessor shall exercise good faith in accepting this certificate, which includes: (1) the certificate shall be completed properly; (2) the certificate shall be in the seller/lessor's possession within 60 days from the date of sale/lease; (3) the certificate does not contain information which is knowingly false; and (4) the property or service is consistent with the exemption to which the customer is entitled. For more information, refer to Exemption Certificates, Title 61 PA Code §32.2. An invalid certificate may subject the seller/lessor to the tax.

**2. REPRODUCTION OF FORM:**

This form may be reproduced but shall contain the same information as appears on this form.

**3. RETENTION:**

The seller or lessor must retain this certificate for at least four years from the date of the exempt sale to which the certificate applies.

**⚠ IMPORTANT: DO NOT RETURN THIS FORM TO THE PA DEPARTMENT OF REVENUE.**

**4. NONPROFIT EXEMPT ORGANIZATIONS:**

This form may be used in conjunction with form REV-1715, Exempt Organization Declaration of Sales Tax Exemption, when a purchase of \$200 or more is made by an organization which is registered with the PA Department of Revenue as an exempt organization. These organizations are assigned an exemption number, beginning with the two digits 75 (example: 75000000).

# GENERAL INSTRUCTIONS

Those purchasers set forth below may use this form in connection with the claim for exemption for the following taxes:

- a. State and local sales and use tax;
- b. PTA rental fee or tax on leases of motor vehicles;
- c. Hotel occupancy tax (state 6%, Philadelphia 1%, Allegheny 1%) if referenced with the symbol (●);
- d. PTA fee on the purchase of tires if referenced with the symbol (+);
- e. Vehicle rental tax (VRT).

## EXEMPTION REASONS

1.) Property and/or services will be used directly and predominately by purchaser in performing purchaser's operation of:

- A. Manufacturing
- B. Mining
- C. Dairying
- D. Processing
- E. Farming
- F. Shipbuilding
- G. Timbering

This exemption is not valid for property or services used in: (a) constructing, repairing or remodeling of real property, other than real property used directly in exempt operations; or (b) maintenance, managerial, administrative, supervisory, sales, delivery, warehousing or other nonoperational activities. This exemption is not valid for vehicles that are required to be registered under the Vehicle Code, as well as supplies and repair parts for such vehicles, the PTA tire fee, and certain taxable services.

2.) Purchaser is a/an:

- + A. Instrumentality of the commonwealth (to include public schools and state universities).
- + B. Political subdivision of the commonwealth (includes townships and boroughs).
- + ● C. Municipal authority created under the Municipality Authorities Acts.
- + ● D. Electric cooperative corporations created under the Electric Cooperative Law of 1990.
  - E. Cooperative agricultural associations required to pay corporate net income tax under the Cooperative Agricultural Association Corporate Net Income Tax Act (exemption not valid for registered vehicles).
- + ● F. Credit unions organized under Federal Credit Union Act or Commonwealth Credit Union Act.
- + ● G. U.S. government, its agencies and instrumentalities.
  - H. Federal employee on official business (exemption limited to hotel occupancy tax only. A copy of orders or statement from supervisor must be attached to this certificate).
  - I. School bus operator (This exemption certificate is limited to the purchase of parts, repairs or maintenance services upon vehicles licensed as school buses by the PA Department of Transportation).
  - J. Charter Schools and Community Colleges.

### Renewable Entities beginning with "75":

- K. Religious Organization
- L. Nonprofit Educational Institution
- M. Charitable Organization

### Permanent Exemptions beginning with the two numbers "75":

- N. Volunteer Fire Company
- O. Relief Association

### Special Exemptions

- P. Direct Pay Permit Holder
- Q. Individual Holding Diplomatic ID

- R. Keystone Opportunity Zone (beginning with two digit 72 account number)
- S. Tourist Promotion Agency

Exemptions for exempt organizations K through S are limited to purchases of tangible personal property or services for use and not for sale. Exempt organizations K - O above, shall have an sales tax exemption certificate number assigned by the PA Department of Revenue. Exempt organizations K-O above, are not exempt for purchases used for the following: (1) constructions, improvement, repair or maintenance or any real property, except supplies and materials used for routine repair or maintenance of the real property; (2) any unrelated activities or operation of a public trade or business; or (3) equipment used to maintain real property.

3.) Property and/or services will be resold or rented in the ordinary course of purchaser's business. If purchaser does not have a PA Sales Tax Account ID (8 digit number assigned by the department), complete Number 8 explaining why such number is not required. This exemption is valid for property or services to be resold: (1) in original form; or (2) as an ingredient or component of other property.

4.) Property or services will be used directly and predominately by purchaser in the production, delivery or rendition of public utility services as defined by the PA Utility Code.

This exemption is not valid for property or services used for the following: (1) construction, improvement, repair or maintenance of real property, other than real property used directly in rendering the public utility services; or (2) managerial, administrative, supervisor, sales or other nonoperational activities; or (3) vehicles, as well as supplies and repair parts for such vehicles, unless the predominant use is for providing a common carrier service; or (4) tools and equipment used but not installed in maintenance of facilities or direct use equipment. Tools and equipment used to repair "direct use" property are exempt from tax.

5.) Vendor/seller purchasing wrapping supplies and nonreturnable containers used to wrap property which is sold to others.

6.) Canned computer software or services to canned computer software directly utilized in conducting the business of banking purchased by a financial institution subject to the Bank and Trust Company Shares Tax (Article VII) or the Mutual Thrift Institutions Tax (Article XV).

7.) Seller is required to collect tax on canned software accessed remotely when the user is located in PA. If the billing address is a PA address, the presumption is that all users are located in PA. Purchaser is responsible for apportioning and remitting the tax due to each taxing jurisdiction and must provide the total number of licenses purchased and the number of those licenses used outside PA on Line 8. Please note that any unused licenses will be considered to be allocated to PA.

8.) Other (Attach a separate sheet of paper if more space is required).

*\* Employees or representatives of the Commonwealth traveling on Commonwealth duty are exempt from any taxes on hotel stays or room rentals imposed by local governments that are in addition to the 6% state tax and the 1% Philadelphia and Allegheny County hotel occupancy tax.*





LEAF AUTOPAY PROGRAM

(AUTHORIZATION TO DEBIT AND CREDIT ACCOUNT BY ACH)

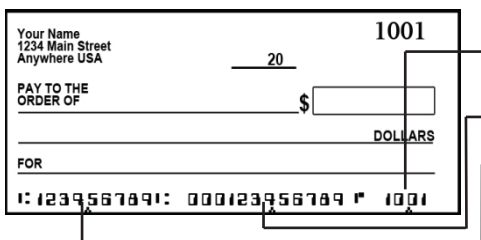
Customer Name: Spring Grove Area School District

Contract Number:

In connection with the above referenced contract(s) ("Contract"), Customer(s) hereby authorize, LEAF CAPITAL FUNDING LLC AND/OR ITS AGENTS, SUCCESSORS AND ASSIGNS (collectively, "Company"), to initiate ACH credit and/or debit entries, and if necessary, adjust any credit and/or debit entries made in error to the account described below ("Account") at the financial institution named below ("Bank"). The authorization provided herein (this "Authorization") is intended to encompass all amounts due and to become due under the above Contract, including current and past due periodic payments, miscellaneous charges, taxes and late charges. This Authorization shall not be limited or deemed waived, nor shall Company assume any liability, if for any reason Company delays debiting the Account for amounts due under the Contract. FOR ADMINISTRATIVE PURPOSES, ALL DEBIT AND CREDIT ENTRIES SHALL APPEAR ON THE ACCOUNT AS BEING INITIATED BY "LEASE SERVICES."

BANK NAME: \_\_\_\_\_ ABA/ROUTING NUMBER: \_\_\_\_\_
BRANCH: \_\_\_\_\_ ACCOUNT NAME: \_\_\_\_\_
CITY: \_\_\_\_\_
STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_ ACCOUNT NUMBER: \_\_\_\_\_

(IF POSSIBLE, ATTACH A VOIDED CHECK ON THE ABOVE ACCOUNT)



The check number is on the top and bottom right of the check - we do not need the check number.

Account Number is the middle group of 12 numbers on the bottom of your check.

Routing Number is the group of 9 numbers on the bottom left of your check.

Customer certifies that all information set forth above is true and correct. Customer agrees to give Company not less than twenty (20) days advance written notification of any termination or change in this Authorization, which shall remain in full force and effect until Company has received such written notification from Customer.

Customer hereby acknowledges and agrees that the financial accommodations and periodic payments under the Contract have been agreed to by Company upon the condition that Company will be able to realize cost savings by administering the Contract using ACH debit and credit entries as authorized herein. If, for any reason, this Authorization is terminated or suspended or the Company is unable to administer the Contract by ACH debit and credit entries as authorized herein, Customer agrees that the periodic payments under the Contract shall be increased by two percent (2%) until Company's ability to administer the Contract by ACH debit and credit entries as authorized herein has been restored to the reasonable satisfaction of Company.

Signature: X \_\_\_\_\_
Print Name: \_\_\_\_\_
Title: \_\_\_\_\_
Date: \_\_\_\_\_
Phone Number: \_\_\_\_\_
E-mail Address: \_\_\_\_\_

Customer Billing Contact Information
(if different from information on left):
Name: \_\_\_\_\_
Title: \_\_\_\_\_
Phone Number: \_\_\_\_\_
E-mail Address: \_\_\_\_\_

THE PERSON SIGNING ABOVE AFFIRMS THAT HE/SHE IS A DULY AUTHORIZED CORPORATE OFFICER OR OFFICIAL, PARTNER OR PROPRIETOR OF THE ABOVE NAMED CUSTOMER.



# ▶ MAINTENANCE & SUPPLIES AGREEMENT

## BUNDLED COPIES PROGRAM

Client Name: Spring Grove Area School District

Billing Address: 100 E. College Avenue, Spring Grove, PA 17362

### ▶ EQUIPMENT COVERED

Make: \_\_\_\_\_ Model: \_\_\_\_\_ Location: See Schedule A

Make: \_\_\_\_\_ Model: \_\_\_\_\_ Location: \_\_\_\_\_

Make: \_\_\_\_\_ Model: \_\_\_\_\_ Location: \_\_\_\_\_

Make: \_\_\_\_\_ Model: \_\_\_\_\_ Location: \_\_\_\_\_

### ▶ AGREEMENT DETAILS

Effective Dates of this Agreement: \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_

Base Lease Payment: \$3,600.00

**Toshiba:** Includes 900,000 mono copies/prints per quarter. Overage copies/prints billed at \$.0034. All color copies/prints billed at \$.029.

**Lexmark:** All mono copies/prints billed at \$.009. All color copies/prints billed at \$.068.

Billing Frequency:  Monthly  Quarterly  Semi-Annual  Annually

***Overage rates will increase 2% each year.***

### ▶ TERMS & CONDITIONS

**1. MAINTENANCE COVERAGE:** DOCEO Office Solutions, LLC (DOCEO) agrees to provide to the Client, during DOCEO's normal business hours, the maintenance necessary to keep the equipment in, or restore the equipment to, good working order in accordance with DOCEO's policies then in effect. This maintenance agreement includes remote or onsite maintenance based upon the specific needs of the individual equipment, as determined by DOCEO, and unscheduled, on-call maintenance.

a. DOCEO's normal business hours are Monday through Friday, 8:00 am to 5:00 pm, exclusive of the following holidays - New Year's Eve, New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Black Friday, Christmas Eve, Christmas Day.

b. Maintenance will include lubrication, adjustments, and replacement of maintenance parts deemed necessary by DOCEO. Maintenance parts will be furnished on an exchange basis, and the replacement parts become the property of DOCEO. Maintenance service provided under this agreement does not assure uninterrupted operation of the equipment.

c. Installation of the equipment includes connectivity to a direct power source, in accordance with the specifications of the equipment outlined by the manufacturer, and to a wired network source, both to be provided in advance of delivery by the client. Installation may also include configuration of standard equipment features, via the administration tool available at the time of installation.

**2. EXCLUSIONS TO MAINTENANCE AGREEMENT:** Maintenance provided by DOCEO under this agreement does not include:

a. Repair of damage or increase in service time caused by failure of the Client to provide continually a suitable installation environment with all facilities prescribed by DOCEO, including, but not limited to, the failure to provide, or the failure of, adequate electrical power, air-conditioning, or humidity-control.

b. Repair of damage or increase in service time caused by: accident; disaster, which shall include but not to be limited to fire, flood, water, wind, and lightning; transportation; neglect; power transients; abuse or misuse; failure of the Client to follow manufacturer's published operating instructions; and unauthorized modifications or repair of equipment by persons other than authorized representatives of DOCEO.

c. Repair of damage or increase in service time caused by use of the equipment for purposes other than those for which designed.

d. Repair of damage, replacement of parts (due to other than normal wear) or repetitive service calls caused by use of incompatible supplies.

e. Performing services connected with relocation of equipment, or adding or removing accessories, attachments or other devices, unless authorized by DOCEO.

f. Electrical work external to the equipment or maintenance of accessories, attachments, or other devices not furnished by DOCEO, and IT networking services not directly related to the operation of the equipment.

g. Increase in service time caused by Client denial of full and free access to the equipment or denial of departure from Client's site, or misuse of equipment.

h. The installation of print drivers, scan folders, or email configuration more than 30 days after the original date of the equipment network installation. This includes, but is not limited to, integration with software solutions not detailed in the original Network Installation Form.

i. The installation or re-installation of print drivers due to a change of or update to network operating systems, or to the deployment of additional servers or workstations.

j. Loss of data stored on device HDD, such as address books or scanned files. It is the responsibility of the customer to facilitate backup.





# MAINTENANCE & SUPPLIES AGREEMENT

## BUNDLED COPIES PROGRAM

For any of the items above that are excluded from maintenance, if performed by DOCEO, will be charged to the Client at DOCEO's applicable time and material rates and terms then in effect.

- 3. ACCESS:** Client shall grant to DOCEO service personnel full and free access to the equipment to provide maintenance service and engineering changes thereon, subject only to the Client's security regulations.
- 4. SERVICE WARRANTY AND LIMITATION OF LIABILITY:** DOCEO warrants to the Client that the maintenance provided herein will be performed in accordance with industry practices, and material and parts furnished under this agreement will be free of defects in material and workmanship at the time of installation. If any failure to meet the foregoing warranty appears and written notice thereof is provided to DOCEO within the term of this agreement, DOCEO will correctly re-perform the services identified, or repair or replace the defective material or part provided. The foregoing service warranty constitutes Client's sole and exclusive remedy. The foregoing warranty is in lieu of all other warranties and DOCEO makes no additional warranty, either express or implied, including, without limitation, any warranty of merchantability for a particular purpose. DOCEO shall not under any circumstances be liable for any special, indirect, incidental or consequential damages or economic loss, including, but not limited to, loss of profits, revenue, or loss of equipment use, even if DOCEO has been advised of the possibility of such damages or loss, or for any claim against client by any other party.
- 5. METER COLLECTION:** Client agrees to pay the applicable charges listed herein for each print or copy made on equipment under this agreement. Actual meter readings will be supplied by client to DOCEO from each equipment identified in this agreement on any business day of each month as designated by DOCEO. Provided that such meter readings are not received within ten (10) business days after being requested, DOCEO may estimate the number of images used.
- 6. PAYMENTS:** The meter charges (if applicable) or any other maintenance charges associated with this agreement will be invoiced in arrears, according to the period identified by this agreement. Base payments (if applicable) will be invoiced in advance, according to the period identified by this agreement.
  - a. DOCEO's invoices state that all payments are due upon receipt. If payment has not been received within 60-days of the invoice date, or other arrangements have been made in writing, a late charge of \$25 will be assessed.
  - b. Client's account will be placed on a service and supply hold if payment has not been received at 60-days of the invoice date.
  - c. If payment has not been received at 90-days of the invoice date, DOCEO reserves the right to cancel this agreement at the sole discretion of its officers.
  - d. A return check charge of \$50 will be assessed on all checks returned, for any reason, to cover bank fees.
- 7. EARLY TERMINATION:** Any Client who ceases the agreement before the end of the agreement term, will be assessed a termination charge equal to 6 months of the agreement. The charge will be based on the monthly average average volume for the prior 6 months.
- 8. RETURN OF UNOPENED TONER:** DOCEO retains ownership of all consumable supplies unused by client and said supplies must be returned to DOCEO upon termination or expiration of the agreement.
- 9. ENTIRE AGREEMENT:** This agreement supersedes and terminates any and all prior agreements, if any, whether written or oral, and all communications between the parties with respect to the subject matter of the agreement. The Client agrees that it has not relied on any representation, warranty, or provision not explicitly stated in this agreement, that no oral statement has been made to it that in any way tend to waive any of the terms or conditions of this agreement, and that this agreement constitutes the final written expression of all terms of the agreement, and it is a complete and exclusive statement of those terms. These terms and conditions shall prevail notwithstanding any additional or different terms and conditions of any purchase order or other document submitted by Client in respect to the services to be provided hereunder.
- 10. ALL MODIFICATIONS TO BE IN WRITING:** No variation or modification of this agreement, whether by Client's purchase order or otherwise, and no waiver of any of the agreement's provisions or conditions shall be binding unless in writing and signed by duly authorized agents of DOCEO and Client.

*In consideration thereof, Client promises to comply with all terms and conditions set forth in this agreement.*

▶ **Doceo Office Solutions, LLC (dba Doceo)**

▶ **Client:** \_\_\_\_\_

By:  \_\_\_\_\_ Date: \_\_\_\_\_  
Title: President & CEO

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_