

Contact:

Ruth Floyd, Executive Director of Business Services
Stanwood-Camano School District
26920 Pioneer Highway, Stanwood, WA 98292
360-629-1200
rfloyd@stanwood.wednet.edu

TO: Board of Directors

FROM: Ruth Floyd, Executive Director of Business Services

SUBJECT: Copier Purchase and Maintenance Agreements

DATE: April 16, 2024

TYPE: Action Required

Several copier leases are expiring this spring with four needing replacement solutions. Four other copiers in the district are either not being replaced or are being bought out because the existing machines are still operating well.

Principals at the following schools recommend approval to purchase copiers from Kelley Create as follows:

Stanwood High School has three leased machines but is not replacing their Risograph. Mr. Washington recommends a 105 page per minute (PPM) Toshiba and an 80 PPM Kyocera. Purchase cost = \$29,027.53 plus tax.

Cedarhome Elementary is replacing one of their two copy machines and Principal Caldwell recommends a 90 PPM Kyocera. Purchase cost = \$10,411.08 plus tax.

Twin City Elementary is replacing their machine and Principal Allen recommends a 90 PPM Kyocera. Purchase cost = \$10,411.08 plus tax.

Because borrowing rates are higher than past experience, I recommend purchase of the copiers instead of leasing, which will save on financing costs. The estimated total cost is \$49,849.69 plus sales tax. Costs are at or below KCDA cooperative agreement pricing.

Attached are the purchase agreements as well as three year maintenance agreements for the four copiers. The large machine has an initial rate of .0038 per copy and the three smaller copiers are .0047 per copy. Maintenance agreements can be extended as needed.

Recommendation: It is recommended that the Board approve the attached copier purchase and maintenance agreements with Kelley Create.

Every student is empowered to learn in an inclusive setting
and is prepared for the future of their choice



22710 72nd Ave S
 Kent, WA 98032
 www.kelleycreate.com

P: 206.284.9100
 F: 206.285.4023

Sales Agreement

Order Number 82464

SOLD TO

COMPANY
 Stanwood-Camino School District #401

ADDRESS
 26920 Pioneer Hwy (Mailing PO Box)

CITY STATE ZIP
 Stanwood WA 98292-9545

CONTACT PHONE
 Ruth Floyd 360-629-1216

EMAIL
 rfloyd@stanwood.wednet.edu

SHIP TO

COMPANY
 Stanwood High School

ADDRESS
 7400 272nd St. NW

CITY STATE ZIP
 Stanwood WA 98292

CONTACT PHONE
 Wendy Fox (360) 629-1300

EMAIL
 wfox@stanwood.wednet.edu

FINANCE OPTIONS

LEASE

CASH

TERM:

PO#

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL
1	ESTDIO1058	105PPM B&W MFP		\$14,648
1	MX-LC12	LARGE CAPACITY FEEDER, LETTER-SIZE		\$848
1	MX-MFX1	100-SHEET BYPASS TRAY		\$556
1	MX-RB18	CURL CORRECTION UNIT		\$630
1	MX-FN21	100 STAPLE FINISHER		\$4,077
1	MX-PN13B	PUNCH UNIT FOR FN21/22		\$613
1	W2000-20-208	Power filter with premium Inrush, surge and noise protection		\$154
		KCDA Contract number 23-213 (needs to be on PO)		
		Kelley to remove and return the Xerox D110 and B8075 + Risograph <i>mf</i>		
		All remaining Lease payments need to be made.		

SUPPLIES AND MAINTENANCE	CHARGES
<input type="checkbox"/> INCLUDED IN LEASE	SUBTOTAL
<input checked="" type="checkbox"/> MAINTENANCE AGREEMENT	DELIVERY
<i>Please refer to your LEASE or MAINTENANCE AGREEMENT for volume and rates.</i>	NETWORK INSTALL
SPECIAL INSTRUCTIONS OR CONDITIONS OF SALE:	SALES TAX .093
CPC Rate will be .0038	TOTAL
<i>Kelley Create will wipe data + arrange pick up of existing machines, mf</i>	LESS DEPOSIT
	BALANCE DUE

Sean M. O'Connell
 Sales Representative

4/11/2024
 Order Date

The parties acknowledge and agree all terms and conditions stated on the reverse side of the Sales Agreement constitute an integral part of the Sales Agreement and are incorporated herein. By signing this Agreement, the Customer represents it fully understands all terms and conditions stated herein, and agreement constitutes the entire understanding between Kelley Create and Customer.

KELLEY CREATE APPROVAL

ACCEPTED BY CUSTOMER

AUTHORIZED SIGNATURE REQUIRED

AUTHORIZED SIGNATURE REQUIRED

PRINTED NAME

PRINTED NAME



TERMS AND CONDITIONS

This is not a sale on approval or trial basis and, unless otherwise stipulated, payment for goods and equipment shall be made upon delivery. Title to all goods and equipment shall remain with Seller until such time as the purchase price thereof shall have been paid in full. If Buyer neglects or refuses to pay the full purchase price when due, Seller may retake possession of said equipment and supplies. Buyer agrees to pay Seller's reasonable attorneys' fees in any collection, action, suit or appeal arising from Buyer's default thereunder. This agreement shall not be amended or modified unless set forth in writing and executed by both parties. Buyer signature indicates Buyer has read and agreed to these terms. THIS IS A BINDING ORDER, not subject to cancellation.

In the event that this sale is contingent upon approval of financing for Buyer, it is understood and agreed the Buyer will obtain their own financing not through Seller. Until such time as financing is approved, title shall remain with Seller. If financing has not been approved within thirty (30) days from the date of this agreement, all rights of the Buyer to the equipment shall cease, and the equipment shall be immediately returned to the Seller in good order and condition. If the Buyer fails to return the equipment, Seller may take the equipment into his possession, and for the purpose may enter the premises of the Buyer and remove the equipment, in which event Buyer waives any trespass or claim arising from such removal.

Seller shall not be liable to Buyer or any other person for any loss, damage, or expense of any kind or for direct or consequential damage relative to, arising from, or caused directly or indirectly, by equipment or any supplies or accessories or the use thereof, or deficiency, defect, or inadequacy thereof, or any delay in delivery or installation thereof.

This agreement may not be assigned or transferred by customer without the prior written consent of Seller.

This agreement shall be governed or construed in accordance with the laws of the State of Washington and exclusive venue of any action arising out of this agreement shall be in King County, Washington.

EQUIPMENT WARRANTIES

KELLEY CREATE warrants all new equipment in this order for 90 days from installation. Warranty covers labor and parts to correct defects in materials and workmanship at no charge to the customer. This warranty does not extend to the replacement of supply items or consumable parts in the equipment within the manufacturer's recommendations.

Any statements made by Kelley Create salesperson(s) about these products do not constitute warranties and shall not be relied on by customer in deciding whether to purchase these goods or equipment.

KELLEY CREATE MAINTENANCE AND PERFORMANCE GUARANTEE

Performance Guarantee - If your equipment is covered by a continuous Kelley Create maintenance agreement and is out of service for more than two (2) consecutive business days after notifying Kelley Create or requires off-site service, a loaner copier or facsimile will be provided by Kelley Create at no additional charge.

Equipment Training Guarantee - Kelley Create will provide initial training plus any follow-up training needed by appointment at no additional charge.

Solution Sales & Software/Connectivity Guarantee - Kelley Create will provide initial installation and training. After 30 days, all additional training will be provided and charged on an hourly basis.

Service Cost - Kelley Create guarantees that the cost of your maintenance agreement will not increase more than ^{30%} 18% per year, as long as you continue to be the original owner of this equipment.

Service Response Guarantee - Our Service Representative will arrive at your door within the guaranteed four (4) hour average response time over a one (1) year period.



22710 72nd Ave S
Kent, WA 98032
www.kelleycreate.com

P: 206.284.9100
F: 206.285.4023

Maintenance Agreement

BILL TO #

CUSTOMER NAME
Stanwood-Camano School District #401

ADDRESS
26920 Pioneer Hwy (Mailing PO Box)

CITY Stanwood	STATE WA	ZIP 98298-9548
PHONE # 360-629-1216	FAX #	

CUSTOMER CONTACT
Ruth Floyd

CONTACT'S EMAIL
rfloyd@stanwood.wednet.edu

Order Number 82464

EQUIPMENT LOCATION (if different than Customer Bill To #)

COMPANY
Stanwood High School

ADDRESS
7400 272nd St. NW

CITY Stanwood	STATE WA	ZIP 98292
PHONE # (360) 629-1300	FAX #	

CUSTOMER CONTACT
Wendy Fox

CONTACT'S EMAIL
wfox@stanwood.wednet.edu

B&W BILLING FREQUENCY

BASE	OVERAGE / CPC
<input checked="" type="checkbox"/> Monthly	<input checked="" type="checkbox"/> Monthly
<input checked="" type="checkbox"/> Quarterly	<input checked="" type="checkbox"/> Quarterly
<input type="checkbox"/> Semi-Annual	<input type="checkbox"/> Semi-Annual
<input type="checkbox"/> Yearly	<input type="checkbox"/> Yearly

COLOR BILLING FREQUENCY

BASE	OVERAGE / CPC
<input type="checkbox"/> Monthly	<input type="checkbox"/> Monthly
<input type="checkbox"/> Quarterly	<input type="checkbox"/> Quarterly
<input type="checkbox"/> Semi-Annual	<input type="checkbox"/> Semi-Annual
<input type="checkbox"/> Yearly	<input type="checkbox"/> Yearly

EQUIPMENT COVERED			B&W				COLOR			
EQUIP ID	MODEL NUMBER	SERIAL NUMBER	BASE	MIN. PRINT ALLOWANCE	CPC OVG	START METER	BASE	MIN. PRINT ALLOWANCE	CPC OVERAGE	START METER
	ESTUDIO1058		\$0.00	0	\$0.0038					

*Base and Allowance are per billing frequency.

Total for ALL Machines if not billed separately: **\$0.00** Effective Date: _____

Additional Terms: Bill for just actual prints/copies made. Supplies included ref

CUSTOMER ACKNOWLEDGEMENT

You acknowledge receipt of, and agree to be bound by Kelley Create additional sales terms and conditions, which are incorporated herein. This is non-cancelable three year agreement.

Customer Signature _____

Printed Customer Name _____

Customer Title _____

Date _____

Accepted by Kelley Create _____

Date _____

Return to:
Kelley Create
22710 72nd Ave S., Kent, WA 98032
Tel: 800.495.3175 Fax: 206.285.4023

Kelley Create Maintenance Agreement Terms & Conditions

Kelley Create (KELLEY) ("we", "us" or "our") shall provide to the entity designated under the "Bill to Customer Name" on the first page, entitled "Maintenance Agreement" ("Customer", "you" or "your") maintenance services for the equipment ("Equipment") and software ("Software") designated on the first page and in any Additional Equipment Page relating hereto, and shall make all adjustments, repairs and part replacements necessary to keep the Equipment and any modifications to keep the software in good working order in accordance with its published specifications ("Maintenance") pursuant to the terms and conditions of this Agreement, said first page, the Additional Terms and Conditions and any applicable Additional Equipment Page shall constitute the "Agreement" and capitalized terms shall have the same meaning throughout.

MAINTENANCE: Providing you are not in default of this Agreement, we shall provide on-site Maintenance during our normal business hours (8:00 AM to 5:00 PM, Monday - Friday, excluding Federal Holidays) for any unit of Equipment or Software that has continually been covered under a Kelley Create Maintenance Agreement. For requested Maintenance outside of our normal business hours, rates in effect at the time such service is requested will be charged. We will first attempt to provide remote diagnostic and maintenance services to utilize the key operator to resolve the service problem over the telephone before dispatching a service representative, and we shall train your key operator at no additional charge pursuant to our standard training policies. We shall provide Maintenance at no additional cost, unless the required adjustments, repairs, or parts replaced are required due to: (i) failure to operate the Equipment or Software under suitable temperature, humidity, line voltage, or any other specified environmental conditions; (ii) lack of reasonable care handling, operating, and maintaining the Equipment and Software, including damage by misuse or mal-intent; (iii) use of the Equipment or Software not in accordance with the agreed applications and for the ordinary purpose for which it is designed; (iv) use of accessories, supplies or other materials, or services not provided by us (excluding paper); (v) any alterations to the Equipment and Software; (vi) the use or damaged materials or those not in compliance with the units specifications, such as paper or envelopes; (vii) the use of the Equipment in excess of its volume rating; (viii) malfunction of equipment, parts, components, or software provided by you or third parties and not approved by us which interface with the Equipment or Software; (ix) forgo major events; (x) use of the Equipment or Software for unlawful purposes; or (xi) any loss or damage resulting from perils or casualty, including fire, water damage or other external cause (all of the foregoing causes collectively the "Excluded Causes"). We shall perform Maintenance necessitated by Excluded Causes at our then current time and materials rate and quote an estimate of the cost for such Maintenance in advance if requested by you. For copier and multifunctional Equipment Maintenance, unless the malfunctions is caused by an Excluded Cause, photoconductor drums, lubricants and other materials needed to service such Equipment are provided without additional charge, and print powder, developer, or/and master cartridges may or may not be included with Maintenance as indicated on said first page and on any Additional Equipment Page relating hereto.

MAINTENANCE TERM: This Maintenance Agreement is effective for 36 months or as specified under Additional Terms as to each unit of newly purchased Equipment or Software from the earlier of the date of installation, or 10 days after shipment, or, if the unit is existing Equipment, as of the date herein, and will renew for successive similar periods unless written notice of cancellation at least 30 days prior to renewal is provided and accepted by KELLEY. If you cancel at any time other than on your anniversary date, we are not obligated to issue any credit invoice or refund; KELLEY reserves the right to bill customer pro-rated usage for any maintenance kits, imaging units, or fuser units installed in customers equipment in the previous 60 days. If you acquire additional accessories for the Equipment, or add new equipment, we will provide coverage and adjust your rate accordingly. Maintenance will be billed in advance unless noted in Additional Terms.

BREACH OR DEFAULT: If the Customer does not pay all charges, billed under the terms of this Agreement, promptly when due, or in the event of a breach of any of the other terms of the Agreement, KELLEY may (a) refuse to service the equipment until remittance is made, (b) provide service on "Per Call" basis rates, (c) require C.O.D. payment in full at the time of service (and any supplies) at KELLEY's "Per Call" basis rates, and (d) take any and all other actions as provided by law. Such remedies shall be cumulative, and the waiver of any one breach by customer shall not be deemed a waiver or any other or subsequent breach.

PRORATIONS AND TRANSFERS: If the covered equipment is upgraded with equipment purchased from KELLEY, any unused portion of a paid agreement may be prorated and applied toward a service program for the new equipment. This agreement may not be assigned by the Customer without KELLEY prior written consent. Customer specifically agrees that this agreement shall not terminate upon Customer's election to sell, transfer or remove from service any equipment covered by this Agreement, unless KELLEY agrees in writing to terminate this agreement prior to such sale, transfer or removal from service.

HARDWARE CONNECTIVITY/SOFTWARE SUPPORT: Any Software shall be licensed to you pursuant to the terms of the license agreement provided with the Software. You must complete our Site Survey prior to installation of any Equipment or Software that shall be connected to your computer network. In reliance on this information we will either proceed with the installation or advise you of problems or potential problems that may limit the functionality or your use of such Equipment or Software. Once accepted by you, or if the Site Survey is incorrect or there are any changes to your computer network or software, any attempts by us to remedy such problems will be at our standard charges then in effect, and we formulate representation or warranty that we can remedy such problems. Third party software not designated in this Agreement as serviced by us shall be subject to the license(s) and other agreement(s) between you and the third-party provider(s), and we shall not have any obligation or liability for same. Hardware Connectivity & Software Support, after initial 30 days, will be charged on an hourly basis.

METER READINGS: The Customer agrees to allow KELLEY to install data collection software (DCA) for the purpose of automating the capture of device counts and other pertinent information used in managing the account. The information collected is limited to device serial number, IP address, meter, supply usage, notes, device location and device alerts. Customer agrees to provide KELLEY true and accurate meter readings for each billing period. If accurate meter readings are not provided, KELLEY reserves the right to estimate Customer's meter readings based upon previous meter reading and bill Customer based upon such estimates or to send a KELLEY representative to visually inspect such meter readings, in which event Customer shall also pay KELLEY an additional charge for such site visit.

BASE AND OVERAGE COST ADJUSTMENT: At the end of the first year of this Agreement and once each successive twelve-month period, we may increase the base charge and charge per copy. Any modification or addition to the equipment listed may increase the base rate and/or cost per copy rates.

Customer Obligations: You hereby agree to:

- (a) Immediately notify us when maintenance is required and provide us with access for inspecting or servicing the Equipment or Software during our normal business hours;
- (b) Replace supplies when necessary, and discontinue use of any supplies not provided by us that may increase the cost of Maintenance or cause damage to the Equipment
- (c) Timely accept delivery of the Equipment and Software;
- (d) Comply with your obligations under this Agreement, including making payments when due;
- (e) Make available a key operator or machine operator, as the case may be, for our standard training in the use of the Equipment and Software. Should this person change, you shall inform us immediately so the new key operator can be trained;
- (f) Provide complete and accurate information pertaining to your computer network and software programs pertaining to the Equipment being connected to your network, or Software to be provided hereunder;
- (g) Have the area where the Equipment is to be installed prepared and ready to receive the Equipment prior to its delivery, including providing adequate power, analog phone line and/or computer network connections (if required), lighting, humidity, HVAC, and security, and to be ready to have the Equipment installed upon delivery;
- (h) Accurately complete our Site Survey for connected Equipment and Software;
- (i) Have your computer(s) and/or network available and ready to receive any software;
- (j) Abide by the terms of any Software license agreements; and
- (k) Execute any required documents to evidence our interests in the Equipment, Software, and Supplies.

Purchase Option Quote 4 11 2024

TOSHIBA

ACCOUNT NAME

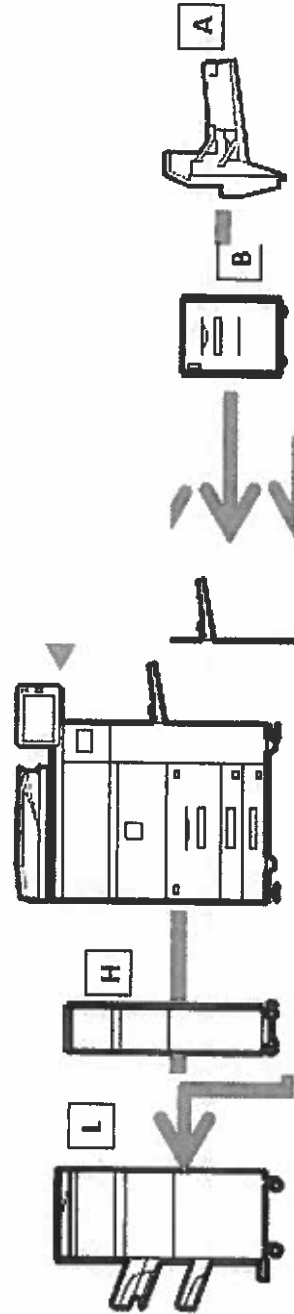
KCDA IFB23-213

Category	Description	Mfg. SKU	List/Retail Price	KCDA Bid Price	FB
Multifunctional Devices - Black & White	105PPM MONOCHROME MFP	ESTUD101D58	\$41,899	\$14,648	60
Paper Storage/Cabinet	LARGE CAPACITY FEEDER, LETTER-SIZE	MAX-LC12	\$1,699	\$848	
Paper Storage/Cabinet	100-SHEET BYPASS TRAY	MAX-MFK1	\$1,589	\$556	
Curl Correction Unit	CURL CORRECTION UNIT	MAX-RB18	\$3,239	\$630	
300 Staple Finisher	300 STAPLE FINISHER	MAX-FN21	\$8,159	\$4,077	
Punch Kit	PUNCH UNIT FOR FN21/22	MAX-PN136	\$1,029	\$613	
Power Filter/Surge Protector	Power filter with premium inrush surge and noise protection	W2000-20-208	\$1,999	\$154	

\$21,526.00

Sales Tax .093 \$|2,001.92

Total \$23,527.92





22710 72nd Ave S
Kent, WA 98032
www.kelleycreate.com

P: 206.284.9100
F: 206.285.4023

Sales Agreement

Order Number 82473

SOLD TO

COMPANY
Stanwood-Camano School District #401

ADDRESS
26920 Pioneer Hwy (Mailing PO Box)

CITY Stanwood	STATE WA	ZIP 98292-9548
CONTACT Ruth Floyd	PHONE 360-629-1213	
EMAIL rfloyd@stanwood.wednet.edu		

SHIP TO

COMPANY
Stanwood High School

ADDRESS
7400 272nd St. NW

CITY Stanwood	STATE WA	ZIP 98292
CONTACT Wendy Fox	PHONE (360) 629-1300	
EMAIL wfox@stanwood.wednet.edu		

FINANCE OPTIONS

LEASE

TERM: **MONTHLY PAYMENT: \$0**

CASH

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL
1	TASKalfa 8003i	80PPM B&W MFP	IN Stock Promo	\$7,200
1	DF-7110	4,000 Sheet Finisher	Included Promo	0
1	PH-7A	Hole Punch		\$301.53
		Contract# AEPA IFB 021-C (need to add to PO)		

SUPPLIES AND MAINTENANCE	CHARGES
<input type="checkbox"/> INCLUDED IN LEASE	<input checked="" type="checkbox"/> MAINTENANCE AGREEMENT
<i>Please refer to your LEASE or MAINTENANCE AGREEMENT for volume and rates.</i>	
SPECIAL INSTRUCTIONS OR CONDITIONS OF SALE: Special CPC Rate .0047	SUBTOTAL \$7,501.53
	DELIVERY \$0.00
	NETWORK INSTALL \$0.00
	SALES TAX .093 \$697.64
	TOTAL \$8,199.17
	LESS DEPOSIT \$0.00
	BALANCE DUE \$8,199.17

Sean M. O'Connell
Sales Representative

4/11/2024
Order Date

The parties acknowledge and agree all terms and conditions stated on the reverse side of the Sales Agreement constitute an integral part of the Sales Agreement and are incorporated herein. By signing this Agreement, the Customer represents it fully understands all terms and conditions stated herein, and agreement constitutes the entire understanding between Kelley Create and Customer.

KELLEY CREATE APPROVAL

ACCEPTED BY CUSTOMER

AUTHORIZED SIGNATURE REQUIRED

AUTHORIZED SIGNATURE REQUIRED

PRINTED NAME

PRINTED NAME



TERMS AND CONDITIONS

This is not a sale on approval or trial basis and, unless otherwise stipulated, payment for goods and equipment shall be made upon delivery. Title to all goods and equipment shall remain with Seller until such time as the purchase price thereof shall have been paid in full. If Buyer neglects or refuses to pay the full purchase price when due, Seller may retake possession of said equipment and supplies. Buyer agrees to pay Seller's reasonable attorneys' fees in any collection, action, suit or appeal arising from Buyer's default thereunder. This agreement shall not be amended or modified unless set forth in writing and executed by both parties. Buyer signature indicates Buyer has read and agreed to these terms. THIS IS A BINDING ORDER, not subject to cancellation.

In the event that this sale is contingent upon approval of financing for Buyer, it is understood and agreed the Buyer will obtain their own financing not through Seller. Until such time as financing is approved, title shall remain with Seller. If financing has not been approved within thirty (30) days from the date of this agreement, all rights of the Buyer to the equipment shall cease, and the equipment shall be immediately returned to the Seller in good order and condition. If the Buyer fails to return the equipment, Seller may take the equipment into his possession, and for the purpose may enter the premises of the Buyer and remove the equipment, in which event Buyer waives any trespass or claim arising from such removal.

Seller shall not be liable to Buyer or any other person for any loss, damage, or expense of any kind or for direct or consequential damage relative to, arising from, or caused directly or indirectly, by equipment or any supplies or accessories or the use thereof, or deficiency, defect, or inadequacy thereof, or any delay in delivery or installation thereof.

This agreement may not be assigned or transferred by customer without the prior written consent of Seller.

This agreement shall be governed or construed in accordance with the laws of the State of Washington and exclusive venue of any action arising out of this agreement shall be in King County, Washington.

EQUIPMENT WARRANTIES

KELLEY CREATE warrants all new equipment in this order for 90 days from installation. Warranty covers labor and parts to correct defects in materials and workmanship at no charge to the customer. This warranty does not extend to the replacement of supply items or consumable parts in the equipment within the manufacturer's recommendations.

Any statements made by Kelley Create salesperson(s) about these products do not constitute warranties and shall not be relied on by customer in deciding whether to purchase these goods or equipment.

KELLEY CREATE MAINTENANCE AND PERFORMANCE GUARANTEE

Performance Guarantee - If your equipment is covered by a continuous Kelley Create maintenance agreement and is out of service for more than two (2) consecutive business days after notifying Kelley Create or requires off-site service, a loaner copier or facsimile will be provided by Kelley Create at no additional charge.

Equipment Training Guarantee - Kelley Create will provide initial training plus any follow-up training needed by appointment at no additional charge.

Solution Sales & Software/Connectivity Guarantee - Kelley Create will provide initial installation and training. After 30 days, all additional training will be provided and charged on an hourly basis.

Service Cost - Kelley Create guarantees that the cost of your maintenance agreement will not increase more than ^{3% reb} 3% per year, as long as you continue to be the original owner of this equipment.

Service Response Guarantee - Our Service Representative will arrive at your door within the guaranteed four (4) hour average response time over a one (1) year period.



22710 72nd Ave S
 Kent, WA 98032
 www.kelleycreate.com

P: 206.284.910C
 F: 206.285.4023

Maintenance Agreement

BILL TO #		
CUSTOMER NAME		
Stamwood Camano School District #401		
ADDRESS		
26920 Pioneer Hwy		
CITY	STATE	ZIP
Stamwood	WA	98292
PHONE #	FAX #	
360-629-1216		
CUSTOMER CONTACT		
Ruth Floyd		
CONTACT'S EMAIL		
rfloyd@stanwood.wednet.edu		

EQUIPMENT LOCATION (if different than Customer Bill To #)		
Order Number 82473		
COMPANY		
Stamwood High School		
ADDRESS		
7400 272nd St. NW		
CITY	STATE	ZIP
Stamwood	WA	98292
PHONE #	FAX #	
(360) 629-1300		
CUSTOMER CONTACT		
Wendy Fox		
CONTACT'S EMAIL		
wfox@stanwood.wednet.edu		

B&W BILLING FREQUENCY	
BASE <input type="checkbox"/> Monthly <i>ref</i> <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Yearly	OVERAGE / CPC <i>ref</i> <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Yearly

COLOR BILLING FREQUENCY	
BASE <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Yearly	OVERAGE / CPC <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Yearly

EQUIPMENT COVERED			B&W			COLOR				
EQUIP ID	MODEL NUMBER	SERIAL NUMBER	BASE	MIN. PRINT ALLOWANCE	CPC OVG	START METER	BASE	MIN. PRINT ALLOWANCE	CPC OVERAGE	START METER
	8003I		\$0.00	0	\$0.0047					

*Base and Allowance are per billing frequency.

Total for ALL Machines if not billed separately: **\$0.00** Effective Date:

Additional Terms: Bill for just copies/prints made. *Supplies included, ref*

CUSTOMER ACKNOWLEDGEMENT
 You acknowledge receipt of, and agree to be bound by Kelley Create additional sales terms and conditions, which are incorporated herein.
 This is non-cancelable three year agreement.

_____ Customer Signature

_____ Printed Customer Name

_____ Customer Title

_____ Date

_____ Accepted by Kelley Create

_____ Date

Return to:
 Kelley Create
 22710 72nd Ave S., Kent, WA 98032
 Tel: 800.495.3176 Fax: 206.285.4023

Kelley Create Maintenance Agreement Terms & Conditions

Kelley Create (KELLEY) ("we", "us" or "our") shall provide to the entity designated under the "Bill to Customer Name" on the first page, entitled "Maintenance Agreement" ("Customer", "you" or "your") maintenance services for the equipment ("Equipment") and software ("Software") designated on the first page and in any Additional Equipment Page relating hereto, and shall make all adjustments, repairs and part replacements necessary to keep the Equipment and any modifications to keep the software in good working order in accordance with its published specifications ("Maintenance") pursuant to the terms and conditions of this Agreement, said first page, the Additional Terms and Conditions and any applicable Additional Equipment Page shall constitute the "Agreement" and capitalized terms shall have the same meaning throughout.

MAINTENANCE: Providing you are not in default of this Agreement, we shall provide on-site Maintenance during our normal business hours (8:00 AM to 5:00 PM, Monday - Friday, excluding Federal Holidays) for any unit of Equipment or Software that has continually been covered under a Kelley Create Maintenance Agreement. For requested Maintenance outside of our normal business hours, rates in effect at the time such service is requested will be charged. We will first attempt to provide remote diagnostic and maintenance services to utilize the key operator to resolve the service problem over the telephone before dispatching a service representative, and we shall train your key operator at no additional charge pursuant to our standard training policies. We shall provide Maintenance at no additional cost, unless the required adjustments, repairs, or parts replaced are required due to: (i) failure to operate the Equipment or Software under suitable temperature, humidity, line voltage, or any other specified environmental conditions; (ii) lack of reasonable care handling, operating, and maintaining the Equipment and Software, including damage by misuse or mal-intent; (iii) use of the Equipment or Software not in accordance with the agreed applications and for the ordinary purpose for which it is designed; (iv) use of accessories, supplies or other materials, or services not provided by us (excluding paper); (v) any alterations to the Equipment and Software; (vi) the use or damaged materials or those not in compliance with the units specifications, such as paper or envelopes; (vii) the use of the Equipment in excess of its volume rating; (viii) malfunction of equipment, parts, components, or software provided by you or third parties and not approved by us which interface with the Equipment or Software; (ix) forgo major events; (x) use of the Equipment or Software for unlawful purposes; or (xi) any loss or damage resulting from perils or casualty, including fire, water damage or other external cause (all of the foregoing causes collectively the "Excluded Causes"). We shall perform Maintenance necessitated by Excluded Causes at our then current time and materials rate and quote an estimate of the cost for such Maintenance in advance if requested by you. For copier and multifunctional Equipment Maintenance, unless the malfunctions is cause by an Excluded Cause, photoconductor drums, lubricants and other materials needed to service such Equipment are provided without additional charge, and print powder, developer, or/and master cartridges may or may not be included with Maintenance as indicated on said first page and on any Additional Equipment Page relating hereto.

MAINTENANCE TERM: This Maintenance Agreement is effective for 36 months or as specified under Additional Terms as to each unit of newly purchased Equipment or Software from the earlier of the date of installation, or 10 days after shipment, or, if the unit is existing Equipment, as of the date herein, and will renew for successive similar periods unless written notice of cancellation at least 30 days prior to renewal is provided and accepted by KELLEY. If you cancel at any time other than on your anniversary date, we are not obligated to issue any credit invoice or refund; KELLEY reserves the right to bill customer pro-rated usage for any maintenance kits, imaging units, or fuser units installed in customers equipment in the previous 60 days. If you acquire additional accessories for the Equipment, or add new equipment, we will provide coverage and adjust your rate accordingly. Maintenance will be billed in advance unless noted in Additional Terms.

BREACH OR DEFAULT: If the Customer does not pay all charges, billed under the terms of this Agreement, promptly when due, or in the event of a breach of any of the other terms of the Agreement, KELLEY may (a) refuse to service the equipment until remittance is made, (b) provide service on "Per Call" basis rates, (c) require C.O.D. payment in full at the time of service (and any supplies) at KELLEY's "Per Call" basis rates, and (d) take any and all other actions as provided by law. Such remedies shall be cumulative, and the waiver of any one breach by customer shall not be deemed a waiver or any other or subsequent breach.

PRORATIONS AND TRANSFERS: If the covered equipment is upgraded with equipment purchased from KELLEY, any unused portion of a paid agreement may be prorated and applied toward a service program for the new equipment. This agreement may not be assigned by the Customer without KELLEY prior written consent. Customer specifically agrees that this agreement shall not terminate upon Customer's election to sell, transfer or remove from service any equipment covered by this Agreement, unless KELLEY agrees in writing to terminate this agreement prior to such sale, transfer or removal from service.

HARDWARE CONNECTIVITY/SOFTWARE SUPPORT: Any Software shall be licensed to you pursuant to the terms of the license agreement provided with the Software. You must complete our Site Survey prior to Installation of any Equipment or Software that shall be connected to your computer network. In reliance on this information we will either proceed with the installation or advise you of problems or potential problems that may limit the functionality or your use of such Equipment or Software. Once accepted by you, or if the Site Survey is incorrect or there are any changes to your computer network or software, any attempts by us to remedy such problems will be at our standard charges then in effect, and we formulate representation or warranty that we can remedy such problems. Third party software not designated in this Agreement as serviced by us shall be subject to the license(s) and other agreement(s) between you and the third-party provider(s), and we shall not have any obligation or liability for same. Hardware Connectivity & Software Support, after initial 30 days, will be charged on an hourly basis.

METER READINGS: The Customer agrees to allow KELLEY to install data collection software (DCA) for the purpose of automating the capture of device counts and other pertinent information used in managing the account. The information collected is limited to device serial number, IP address, meter, supply usage, notes, device location and device alerts. Customer agrees to provide KELLEY true and accurate meter readings for each billing period. If accurate meter readings are not provided, KELLEY reserves the right to estimate Customer's meter readings based upon previous meter reading and bill Customer based upon such estimates or to send a KELLEY representative to visually inspect such meter readings, in which event Customer shall also pay KELLEY an additional charge for such site visit.

BASE AND OVERAGE COST ADJUSTMENT: At the end of the first year of this Agreement and once each successive twelve-month period, we may increase the base charge and charge per copy. Any modification or addition to the equipment listed may increase the base rate and/or cost per copy rates.

Customer Obligations: You hereby agree to:

- (a) Immediately notify us when maintenance is required and provide us with access for inspecting or servicing the Equipment or Software during our normal business hours;
- (b) Replace supplies when necessary, and discontinue use of any supplies not provided by us that may increase the cost of Maintenance or cause damage to the Equipment
- (c) Timely accept delivery of the Equipment and Software;
- (d) Comply with your obligations under this Agreement, including making payments when due;
- (e) Make available a key operator or machine operator, as the case may be, for our standard training in the use of the Equipment and Software. Should this person change, you shall inform us immediately so the new key operator can be trained;
- (f) Provide complete and accurate information pertaining to your computer network and software programs pertaining to the Equipment being connected to your network, or Software to be provided hereunder;
- (g) Have the area where the Equipment is to be installed prepared and ready to receive the Equipment prior to its delivery, including providing adequate power, analog phone line and/or computer network connections (if required), lighting, humidity, HVAC, and security, and to be ready to have the Equipment installed upon delivery;
- (h) Accurately complete our Site Survey for connected Equipment and Software;
- (i) Have your computer(s) and/or network available and ready to receive any software;
- (j) Abide by the terms of any Software license agreements; and
- (k) Execute any required documents to evidence our interests in the Equipment, Software, and Supplies.



22710 72nd Ave S
 Kent, WA 98032
 www.kelleycreate.com

P: 206.284.9100
 F: 206.285.4023

Sales Agreement

Order Number 82345

SOLD TO
 COMPANY
 Stanwood - Camano School District #401
 ADDRESS
 26920 Pioneer Hwy (Mailing PO Box)
 CITY STATE ZIP
 Stanwood WA 98292-9548
 CONTACT PHONE
 Ruth Floyd 360-629-1216
 EMAIL
 rfloyd@stanwood.wednet.edu

SHIP TO
 COMPANY
 Stanwood School Dist #401 Cedarhome Elementary
 ADDRESS
 27911 68th Ave NW
 CITY STATE ZIP
 Stanwood WA 98292
 CONTACT PHONE
 Kimberly Caldwell (360) 629-1280
 EMAIL
 kcaldwell@stanwood.wednet.edu

FINANCE OPTIONS

LEASE

CASH

PO #

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL
1	855ST00336	TASKalfa 9003i 90 PPM B&W MFP KCDA		\$8,195.75
1	1203RW2US0	DF-7110 Finisher		\$1,125.00
1	1203NK2US0	PH-7A Hole Punch		\$301.53
1	1203ND0UN0	BF-730 Booklet Fold and Tri Fold		\$675.06
1	855D200660	Surge Protector-MX (20A)		\$113.74
Contract # AEPA IFB 021-C (need to put on PO)				

SUPPLIES AND MAINTENANCE	CHARGES
<input type="checkbox"/> INCLUDED IN LEASE	SUBTOTAL \$10,411.08
<input checked="" type="checkbox"/> MAINTENANCE AGREEMENT	DELIVERY \$0.00
<i>Please refer to your LEASE or MAINTENANCE AGREEMENT for volume and rates.</i>	NETWORK INSTALL \$0.00
SPECIAL INSTRUCTIONS OR CONDITIONS OF SALE:	SALES TAX .093 \$968.23
Special CPC Rate .0047	TOTAL \$11,379.31
	LESS DEPOSIT \$0.00
	BALANCE DUE \$11,379.31

Sean M. O'Connell
 Sales Representative

4/11/2024
 Order Date

The parties acknowledge and agree all terms and conditions stated on the reverse side of the Sales Agreement constitute an integral part of the Sales Agreement and are incorporated herein. By signing this Agreement, the Customer represents it fully understands all terms and conditions stated herein, and agreement constitutes the entire understanding between Kelley Create and Customer.

KELLEY CREATE APPROVAL

ACCEPTED BY CUSTOMER

AUTHORIZED SIGNATURE REQUIRED

AUTHORIZED SIGNATURE REQUIRED

PRINTED NAME

PRINTED NAME



TERMS AND CONDITIONS

This is not a sale on approval or trial basis and, unless otherwise stipulated, payment for goods and equipment shall be made upon delivery. Title to all goods and equipment shall remain with Seller until such time as the purchase price thereof shall have been paid in full. If Buyer neglects or refuses to pay the full purchase price when due, Seller may retake possession of said equipment and supplies. Buyer agrees to pay Seller's reasonable attorneys' fees in any collection, action, suit or appeal arising from Buyer's default thereunder. This agreement shall not be amended or modified unless set forth in writing and executed by both parties. Buyer signature indicates Buyer has read and agreed to these terms. THIS IS A BINDING ORDER, not subject to cancellation.

In the event that this sale is contingent upon approval of financing for Buyer, it is understood and agreed the Buyer will obtain their own financing not through Seller. Until such time as financing is approved, title shall remain with Seller. If financing has not been approved within thirty (30) days from the date of this agreement, all rights of the Buyer to the equipment shall cease, and the equipment shall be immediately returned to the Seller in good order and condition. If the Buyer fails to return the equipment, Seller may take the equipment into his possession, and for the purpose may enter the premises of the Buyer and remove the equipment, in which event Buyer waives any trespass or claim arising from such removal.

Seller shall not be liable to Buyer or any other person for any loss, damage, or expense of any kind or for direct or consequential damage relative to, arising from, or caused directly or indirectly, by equipment or any supplies or accessories or the use thereof, or deficiency, defect, or inadequacy thereof, or any delay in delivery or installation thereof.

This agreement may not be assigned or transferred by customer without the prior written consent of Seller.

This agreement shall be governed or construed in accordance with the laws of the State of Washington and exclusive venue of any action arising out of this agreement shall be in King County, Washington.

EQUIPMENT WARRANTIES

KELLEY CREATE warrants all new equipment in this order for 90 days from installation. Warranty covers labor and parts to correct defects in materials and workmanship at no charge to the customer. This warranty does not extend to the replacement of supply items or consumable parts in the equipment within the manufacturer's recommendations.

Any statements made by Kelley Create salesperson(s) about these products do not constitute warranties and shall not be relied on by customer in deciding whether to purchase these goods or equipment.

KELLEY CREATE MAINTENANCE AND PERFORMANCE GUARANTEE

Performance Guarantee - If your equipment is covered by a continuous Kelley Create maintenance agreement and is out of service for more than two (2) consecutive business days after notifying Kelley Create or requires off-site service, a loaner copier or facsimile will be provided by Kelley Create at no additional charge.

Equipment Training Guarantee - Kelley Create will provide initial training plus any follow-up training needed by appointment at no additional charge.

Solution Sales & Software/Connectivity Guarantee - Kelley Create will provide initial installation and training. After 30 days, all additional training will be provided and charged on an hourly basis.

Service Cost - Kelley Create guarantees that the cost of your maintenance agreement will not increase more than ^{3% reb} ~~12%~~ per year, as long as you continue to be the original owner of this equipment.

Service Response Guarantee - Our Service Representative will arrive at your door within the guaranteed four (4) hour average response time over a one (1) year period.



22710 72nd Ave S
Kent, WA 98032
www.kelleycreate.com

P: 206.284.9100
F: 206.285.4023

Maintenance Agreement

Order Number 82345

EQUIPMENT LOCATION (if different than Customer Bill To #)

BILL TO #		
CUSTOMER NAME		
Stanwood - Camino School District #401		
ADDRESS		
26920 Pioneer Hwy (Mailing PO Box)		
CITY	STATE	ZIP
Stanwood	WA	98292-9548
PHONE #	FAX #	
360-629-1216		
CUSTOMER CONTACT		
Ruth Floyd		
CONTACT'S EMAIL		
rfloyd@stanwood.wednet.edu		

COMPANY		
Stanwood School Dist #401 Cedarhome Elementary		
ADDRESS		
27911 68th Ave NW		
CITY	STATE	ZIP
Stanwood	WA	98292
PHONE #	FAX #	
(360) 629-1280		
CUSTOMER CONTACT		
Kimberly Caldwell		
CONTACT'S EMAIL		
kcaldwell@stanwood.wednet.edu		

B&W BILLING FREQUENCY	
BASE	OVERAGE / CPC
<input checked="" type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Yearly	<input checked="" type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Yearly

COLOR BILLING FREQUENCY	
BASE	OVERAGE / CPC
<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Yearly	<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Yearly

EQUIPMENT COVERED			B&W				COLOR			
EQUIP ID	MODEL NUMBER	SERIAL NUMBER	BASE	MIN. PRINT ALLOWANCE	CPC OVG	START METER	BASE	MIN. PRINT ALLOWANCE	CPC OVERAGE	START METER
	9003		\$0.00	0	\$0.0047					

*Base and Allowance are per billing frequency.

Total for ALL Machines if not billed separately: \$0.00 Effective Date:

Additional Terms: Billed for actual copies/prints made. *Supplies included ref*

CUSTOMER ACKNOWLEDGEMENT

You acknowledge receipt of, and agree to be bound by Kelley Create additional sales terms and conditions, which are incorporated herein. This is non-cancelable three year agreement.

Customer Signature _____

Printed Customer Name _____

Customer Title _____

Date _____

Date _____

Accepted by Kelley Create _____

Date _____

Return to:
Kelley Create
22710 72nd Ave S., Kent, WA 98032
Tel: 800.495.3175 Fax: 206.285.4023

Kelley Create Maintenance Agreement Terms & Conditions

Kelley Create (KELLEY) ("we", "us" or "our") shall provide to the entity designated under the "Bill to Customer Name" on the first page, entitled "Maintenance Agreement" ("Customer", "you" or "your") maintenance services for the equipment ("Equipment") and software ("Software") designated on the first page and in any Additional Equipment Page relating hereto, and shall make all adjustments, repairs and part replacements necessary to keep the Equipment and any modifications to keep the software in good working order in accordance with its published specifications ("Maintenance") pursuant to the terms and conditions of this Agreement, said first page, the Additional Terms and Conditions and any applicable Additional Equipment Page shall constitute the "Agreement" and capitalized terms shall have the same meaning throughout.

MAINTENANCE: Providing you are not in default of this Agreement, we shall provide on-site Maintenance during our normal business hours (8:00 AM to 5:00 PM, Monday - Friday, excluding Federal Holidays) for any unit of Equipment or Software that has continually been covered under a Kelley Create Maintenance Agreement. For requested Maintenance outside of our normal business hours, rates in effect at the time such service is requested will be charged. We will first attempt to provide remote diagnostic and maintenance services to utilize the key operator to resolve the service problem over the telephone before dispatching a service representative, and we shall train your key operator at no additional charge pursuant to our standard training policies. We shall provide Maintenance at no additional cost, unless the required adjustments, repairs, or parts replaced are required due to: (i) failure to operate the Equipment or Software under suitable temperature, humidity, line voltage, or any other specified environmental conditions; (ii) lack of reasonable care handling, operating, and maintaining the Equipment and Software, including damage by misuse or mal-intent; (iii) use of the Equipment or Software not in accordance with the agreed applications and for the ordinary purpose for which it is designed; (iv) use of accessories, supplies or other materials, or services not provided by us (excluding paper); (v) any alterations to the Equipment and Software; (vi) the use of damaged materials or those not in compliance with the units specifications, such as paper or envelopes; (vii) the use of the Equipment in excess of its volume rating; (viii) malfunction of equipment, parts, components, or software provided by you or third parties and not approved by us which interface with the Equipment or Software; (ix) forgo major events; (x) use of the Equipment or Software for unlawful purposes; or (xi) any loss or damage resulting from perils or casualty, including fire, water damage or other external cause (all of the foregoing causes collectively the "Excluded Causes"). We shall perform Maintenance necessitated by Excluded Causes at our then current time and materials rate and quote an estimate of the cost for such Maintenance in advance if requested by you. For copier and multifunctional Equipment Maintenance, unless the malfunctions is cause by an Excluded Cause, photoconductor drums, lubricants and other materials needed to service such Equipment are provided without additional charge, and print powder, developer, or/and master cartridges may or may not be included with Maintenance as indicated on said first page and on any Additional Equipment Page relating hereto.

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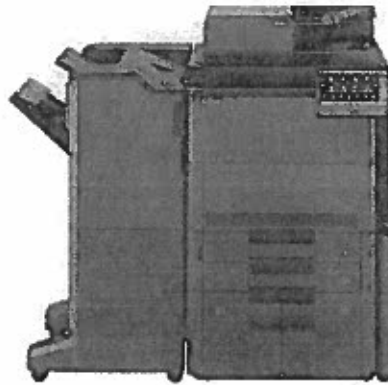
BASE AND OVERAGE COST ADJUSTMENT: At the end of the first year of this Agreement and once each successive twelve-month period, we may increase the base charge and charge per copy. Any modification or addition to the equipment listed may increase the base rate and/or cost per copy rates.

Customer Obligations: You hereby agree to:

- (a) Immediately notify us when maintenance is required and provide us with access for inspecting or servicing the Equipment or Software during our normal business hours;
- (b) Replace supplies when necessary, and discontinue use of any supplies not provided by us that may increase the cost of Maintenance or cause damage to the Equipment
- (c) Timely accept delivery of the Equipment and Software;
- (d) Comply with your obligations under this Agreement, including making payments when due;
- (e) Make available a key operator or machine operator, as the case may be, for our standard training in the use of the Equipment and Software. Should this person change, you shall inform us immediately so the new key operator can be trained;
- (f) Provide complete and accurate information pertaining to your computer network and software programs pertaining to the Equipment being connected to your network, or Software to be provided hereunder;
- (g) Have the area where the Equipment is to be installed prepared and ready to receive the Equipment prior to its delivery, including providing adequate power, analog phone line and/or computer network connections (if required), lighting, humidity, HVAC, and security, and to be ready to have the Equipment installed upon delivery;
- (h) Accurately complete our Site Survey for connected Equipment and Software;
- (i) Have your computer(s) and/or network available and ready to receive any software;
- (j) Abide by the terms of any Software license agreements; and
- (k) Execute any required documents to evidence our interests in the Equipment, Software, and Supplies.

April 11, 2024 PURCHASE

Kyocera Quote for CES AEPA/KCDA Pricing



Kyocera Taskalfa 9003i 90PPM

Model	Description	AEPA Price
TASKalfa 9003i	90 PPM A3 B&W MFP	8,195.75
Accessories		
DF-7110	4,000 Sheet Staple Finisher	1,125.00
PH-7A	Punch Unit for DF-7120/7110	301.53
BF-730	Booklet and Tri Folding Unit for DF-7110	675.06
Surge Protector-MX (20A)	20 Amp Surge Protector	113.74

Purchase Price \$10,411.08

(.093) State Sales Tax \$ 968.23

Total \$11,379.31

CPC Rate .0047/copy/print.



22710 72nd Ave S
 Kent, WA 98032
www.kelleycreate.com

P: 206.284.9100
 F: 206.285.4023

Sales Agreement

Order Number 82235

SOLD TO		
COMPANY		
Stanwood-Camano School District #401		
ADDRESS		
26920 Pioneer HWY (Mailing PO Box)		
CITY	STATE	ZIP
Stanwood	WA	98292-9548
CONTACT	PHONE	
Ruth Floyd	360-629-1216	
EMAIL		
rfloyd@stanwood.wednet.edu		

SHIP TO		
COMPANY		
Twin City Elementary School		
ADDRESS		
26211 72nd Ave NW		
CITY	STATE	ZIP
Stanwood	WA	98292-0000
CONTACT	PHONE	
Rachel Soriano Sanchez	(360) 629-1270	
EMAIL		
rsorianosanchez@stanwood.wednet.edu		

FINANCE OPTIONS

LEASE

CASH

PO#

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL
1	855ST00336	90PPM B&W MFP		\$8,195.75
1	1203RW2USD	DF-7110 Finisher		\$1,125.00
1	1203NK2USO	PH-7A Hole Punch		\$301.53
1	1203NDOUNO	BF-730 Booklet and Tri Fold Unit		\$675.06
1	855D200660	Surge Protector -MX (20A)		\$113.74
		Contract # AEPA IFB 021-C (need to put on PO)		
		Kelley to remove and return the the existng Kyocera 8003i		
		All remaining lease payments need to be made.		

SUPPLIES AND MAINTENANCE		CHARGES	
<input type="checkbox"/> INCLUDED IN LEASE	<input checked="" type="checkbox"/> MAINTENANCE AGREEMENT	SUBTOTAL	\$10,411.08
<i>Please refer to your LEASE or MAINTENANCE AGREEMENT for volume and rates.</i>		DELIVERY	\$0.00
SPECIAL INSTRUCTIONS OR CONDITIONS OF SALE:		NETWORK INSTALL	\$0.00
Special CPC Rate of .0047 to be used and billed on actual volume of print/copies made.		SALES TAX .093	\$968.23
Kelley Create will wipe data + arrange pick up of existing machine. <i>mf</i>		TOTAL	\$11,379.31
		LESS DEPOSIT	\$0.00
		BALANCE DUE	\$11,379.31

Sean M. O'Connell
 Sales Representative

4/11/2024
 Order Date

The parties acknowledge and agree all terms and conditions stated on the reverse side of the Sales Agreement constitute an integral part of the Sales Agreement and are incorporated herein. By signing this Agreement, the Customer represents it fully understands all terms and conditions stated herein, and agreement constitutes the entire understanding between Kelley Create and Customer.

KELLEY CREATE APPROVAL

ACCEPTED BY CUSTOMER

AUTHORIZED SIGNATURE REQUIRED

AUTHORIZED SIGNATURE REQUIRED

PRINTED NAME

PRINTED NAME



TERMS AND CONDITIONS

This is not a sale on approval or trial basis and, unless otherwise stipulated, payment for goods and equipment shall be made upon delivery. Title to all goods and equipment shall remain with Seller until such time as the purchase price thereof shall have been paid in full. If Buyer neglects or refuses to pay the full purchase price when due, Seller may retake possession of said equipment and supplies. Buyer agrees to pay Seller's reasonable attorneys' fees in any collection, action, suit or appeal arising from Buyer's default thereunder. This agreement shall not be amended or modified unless set forth in writing and executed by both parties. Buyer signature indicates Buyer has read and agreed to these terms. THIS IS A BINDING ORDER, not subject to cancellation.

In the event that this sale is contingent upon approval of financing for Buyer, it is understood and agreed the Buyer will obtain their own financing not through Seller. Until such time as financing is approved, title shall remain with Seller. If financing has not been approved within thirty (30) days from the date of this agreement, all rights of the Buyer to the equipment shall cease, and the equipment shall be immediately returned to the Seller in good order and condition. If the Buyer fails to return the equipment, Seller may take the equipment into his possession, and for the purpose may enter the premises of the Buyer and remove the equipment, in which event Buyer waives any trespass or claim arising from such removal.

Seller shall not be liable to Buyer or any other person for any loss, damage, or expense of any kind or for direct or consequential damage relative to, arising from, or caused directly or indirectly, by equipment or any supplies or accessories or the use thereof, or deficiency, defect, or inadequacy thereof, or any delay in delivery or installation thereof.

This agreement may not be assigned or transferred by customer without the prior written consent of Seller.

This agreement shall be governed or construed in accordance with the laws of the State of Washington and exclusive venue of any action arising out of this agreement shall be in King County, Washington.

EQUIPMENT WARRANTIES

KELLEY CREATE warrants all new equipment in this order for 90 days from installation. Warranty covers labor and parts to correct defects in materials and workmanship at no charge to the customer. This warranty does not extend to the replacement of supply items or consumable parts in the equipment within the manufacturer's recommendations.

Any statements made by Kelley Create salesperson(s) about these products do not constitute warranties and shall not be relied on by customer in deciding whether to purchase these goods or equipment.

KELLEY CREATE MAINTENANCE AND PERFORMANCE GUARANTEE

Performance Guarantee - If your equipment is covered by a continuous Kelley Create maintenance agreement and is out of service for more than two (2) consecutive business days after notifying Kelley Create or requires off-site service, a loaner copier or facsimile will be provided by Kelley Create at no additional charge.

Equipment Training Guarantee - Kelley Create will provide initial training plus any follow-up training needed by appointment at no additional charge.

Solution Sales & Software/Connectivity Guarantee - Kelley Create will provide initial installation and training. After 30 days, all additional training will be provided and charged on an hourly basis.

Service Cost - Kelley Create guarantees that the cost of your maintenance agreement will not increase more than ^{3% net} 18% per year, as long as you continue to be the original owner of this equipment.

Service Response Guarantee - Our Service Representative will arrive at your door within the guaranteed four (4) hour average response time over a one (1) year period.



22710 72nd Ave S
Kent, WA 98032
www.kelleycreate.com

P: 206.284.9100
F: 206.285.4023

Maintenance Agreement

Order Number 82235

EQUIPMENT LOCATION (if different than Customer Bill To #)

COMPANY		
Twin City Elementary School		
ADDRESS		
26211 72nd Ave NW		
CITY	STATE	ZIP
Stanwood	WA	98292-0000
PHONE #		FAX #
(360) 629-1270		
CUSTOMER CONTACT		
Rachel Soriano Sanchez		
CONTACT'S EMAIL		
rsorianosanchez@stanwood.wednet.edu		

BILL TO #		
CUSTOMER NAME		
Stanwood-Camano School District #401		
ADDRESS		
26920 Pioneer Hwy (Mailing PO Box)		
CITY	STATE	ZIP
Stanwood	WA	98292-9548
PHONE #		FAX #
360-629-1216		
CUSTOMER CONTACT		
Ruth Floyd		
CONTACT'S EMAIL		
rfloyd@stanwood.wednet.edu		

B&W BILLING FREQUENCY

BASE	OVERAGE / CPC
<input checked="" type="checkbox"/> Monthly	<input checked="" type="checkbox"/> Monthly
<input checked="" type="checkbox"/> Quarterly	<input checked="" type="checkbox"/> Quarterly
<input type="checkbox"/> Semi-Annual	<input type="checkbox"/> Semi-Annual
<input type="checkbox"/> Yearly	<input type="checkbox"/> Yearly

COLOR BILLING FREQUENCY

BASE	OVERAGE / CPC
<input type="checkbox"/> Monthly	<input type="checkbox"/> Monthly
<input type="checkbox"/> Quarterly	<input type="checkbox"/> Quarterly
<input type="checkbox"/> Semi-Annual	<input type="checkbox"/> Semi-Annual
<input type="checkbox"/> Yearly	<input type="checkbox"/> Yearly

EQUIPMENT COVERED

B&W

COLOR

EQUIP ID	MODEL NUMBER	SERIAL NUMBER	BASE	MIN. PRINT ALLOWANCE	CPC OVG	START METER	BASE	MIN. PRINT ALLOWANCE	CPC OVERAGE	START METER
	TASKalfa 9003i		\$0.00	0	\$0.0047					

*Base and Allowance are per billing frequency.

Total for ALL Machines if not billed separately: \$0.00

Effective Date:

Additional Terms: Billing is for actual copies/prints made. *Supplies included*

CUSTOMER ACKNOWLEDGEMENT

You acknowledge receipt of, and agree to be bound by Kelley Create additional sales terms and conditions, which are incorporated herein. This is non-cancelable three year agreement.

Customer Signature

Date

Accepted by Kelley Create

Printed Customer Name

Date

Customer Title

Return to:
Kelley Create
22710 72nd Ave S., Kent, WA 98032
Tel: 800.495.3175 Fax: 206.285.4023

Kelley Create Maintenance Agreement Terms & Conditions

Kelley Create (KELLEY) ("we", "us" or "our") shall provide to the entity designated under the "Bill to Customer Name" on the first page, entitled "Maintenance Agreement" ("Customer", "you" or "your") maintenance services for the equipment ("Equipment") and software ("Software") designated on the first page and in any Additional Equipment Page relating hereto, and shall make all adjustments, repairs and part replacements necessary to keep the Equipment and any modifications to keep the software in good working order in accordance with its published specifications ("Maintenance") pursuant to the terms and conditions of this Agreement, said first page, the Additional Terms and Conditions and any applicable Additional Equipment Page shall constitute the "Agreement" and capitalized terms shall have the same meaning throughout.

MAINTENANCE: Providing you are not in default of this Agreement, we shall provide on-site Maintenance during our normal business hours (8:00 AM to 5:00 PM, Monday - Friday, excluding Federal Holidays) for any unit of Equipment or Software that has continually been covered under a Kelley Create Maintenance Agreement. For requested Maintenance outside of our normal business hours, rates in effect at the time such service is requested will be charged. We will first attempt to provide remote diagnostic and maintenance services to utilize the key operator to resolve the service problem over the telephone before dispatching a service representative, and we shall train your key operator at no additional charge pursuant to our standard training policies. We shall provide Maintenance at no additional cost, unless the required adjustments, repairs, or parts replaced are required due to: (i) failure to operate the Equipment or Software under suitable temperature, humidity, line voltage, or any other specified environmental conditions; (ii) lack of reasonable care handling, operating, and maintaining the Equipment and Software, including damage by misuse or mal-intent; (iii) use of the Equipment or Software not in accordance with the agreed applications and for the ordinary purpose for which it is designed; (iv) use of accessories, supplies or other materials, or services not provided by us (excluding paper); (v) any alterations to the Equipment and Software; (vi) the use or damaged materials or those not in compliance with the units specifications, such as paper or envelopes; (vii) the use of the Equipment in excess of its volume rating; (viii) malfunction of equipment, parts, components, or software provided by you or third parties and not approved by us which interface with the Equipment or Software; (ix) forgo major events; (x) use of the Equipment or Software for unlawful purposes; or (xi) any loss or damage resulting from perils or casualty, including fire, water damage or other external cause (all of the foregoing causes collectively the "Excluded Causes"). We shall perform Maintenance necessitated by Excluded Causes at our then current time and materials rate and quote an estimate of the cost for such Maintenance in advance if requested by you. For copier and multifunctional Equipment Maintenance, unless the malfunctions is cause by an Excluded Cause, photoconductor drums, lubricants and other materials needed to service such Equipment are provided without additional charge, and print powder, developer, or/and master cartridges may or may not be included with Maintenance as indicated on said first page and on any Additional Equipment Page relating hereto.

MAINTENANCE TERM: This Maintenance Agreement is effective for 36 months or as specified under Additional Terms as to each unit of newly purchased Equipment or Software from the earlier of the date of installation, or 10 days after shipment, or, if the unit is existing Equipment, as of the date herein, and will renew for successive similar periods unless written notice of cancellation at least 30 days prior to renewal is provided and accepted by KELLEY. If you cancel at any time other than on your anniversary date, we are not obligated to issue any credit invoice or refund; KELLEY reserves the right to bill customer pro-rated usage for any maintenance kits, imaging units, or fuser units installed in customer's equipment in the previous 60 days. If you acquire additional accessories for the Equipment, or add new equipment, we will provide coverage and adjust your rate accordingly. Maintenance will be billed in advance unless noted in Additional Terms.

BREACH OR DEFAULT: If the Customer does not pay all charges, billed under the terms of this Agreement, promptly when due, or in the event of a breach of any of the other terms of the Agreement, KELLEY may (a) refuse to service the equipment until remittance is made, (b) provide service on "Per Call" basis rates, (c) require C.O.D. payment in full at the time of service (and any supplies) at KELLEY's "Per Call" basis rates, and (d) take any and all other actions as provided by law. Such remedies shall be cumulative, and the waiver of any one breach by customer shall not be deemed a waiver or any other or subsequent breach.

PRORATIONS AND TRANSFERS: If the covered equipment is upgraded with equipment purchased from KELLEY, any unused portion of a paid agreement may be prorated and applied toward a service program for the new equipment. This agreement may not be assigned by the Customer without KELLEY prior written consent. Customer specifically agrees that this agreement shall not terminate upon Customer's election to sell, transfer or remove from service any equipment covered by this Agreement, unless KELLEY agrees in writing to terminate this agreement prior to such sale, transfer or removal from service.

HARDWARE CONNECTIVITY/SOFTWARE SUPPORT: Any Software shall be licensed to you pursuant to the terms of the license agreement provided with the Software. You must complete our Site Survey prior to installation of any Equipment or Software that shall be connected to your computer network. In reliance on this information we will either proceed with the installation or advise you of problems or potential problems that may limit the functionality or your use of such Equipment or Software. Once accepted by you, or if the Site Survey is incorrect or there are any changes to your computer network or software, any attempts by us to remedy such problems will be at our standard charges then in effect, and we formulate representation or warranty that we can remedy such problems. Third party software not designated in this Agreement as serviced by us shall be subject to the license(s) and other agreement(s) between you and the third-party provider(s), and we shall not have any obligation or liability for same. Hardware Connectivity & Software Support, after initial 30 days, will be charged on an hourly basis.

METER READINGS: The Customer agrees to allow KELLEY to install data collection software (DCA) for the purpose of automating the capture of device counts and other pertinent information used in managing the account. The information collected is limited to device serial number, IP address, meter, supply usage, notes, device location and device alerts. Customer agrees to provide KELLEY true and accurate meter readings for each billing period. If accurate meter readings are not provided, KELLEY reserves the right to estimate Customer's meter readings based upon previous meter reading and bill Customer based upon such estimates or to send a KELLEY representative to visually inspect such meter readings, in which event Customer shall also pay KELLEY an additional charge for such site visit.

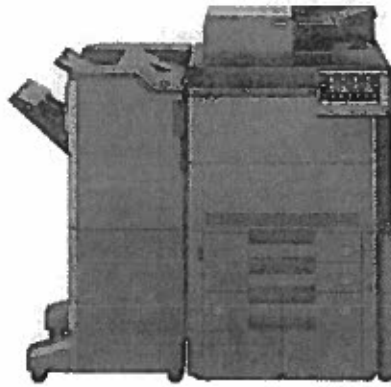
BASE AND OVERAGE COST ADJUSTMENT: At the end of the first year of this Agreement and once each successive twelve-month period, we may increase the base charge and charge per copy. Any modification or addition to the equipment listed may increase the base rate and/or cost per copy rates.

Customer Obligations: You hereby agree to:

- (a) Immediately notify us when maintenance is required and provide us with access for inspecting or servicing the Equipment or Software during our normal business hours;
- (b) Replace supplies when necessary, and discontinue use of any supplies not provided by us that may increase the cost of Maintenance or cause damage to the Equipment
- (c) Timely accept delivery of the Equipment and Software;
- (d) Comply with your obligations under this Agreement, including making payments when due;
- (e) Make available a key operator or machine operator, as the case may be, for our standard training in the use of the Equipment and Software. Should this person change, you shall inform us immediately so the new key operator can be trained;
- (f) Provide complete and accurate information pertaining to your computer network and software programs pertaining to the Equipment being connected to your network, or Software to be provided hereunder;
- (g) Have the area where the Equipment is to be installed prepared and ready to receive the Equipment prior to its delivery, including providing adequate power, analog phone line and/or computer network connections (if required), lighting, humidity, HVAC, and security, and to be ready to have the Equipment installed upon delivery;
- (h) Accurately complete our Site Survey for connected Equipment and Software;
- (i) Have your computer(s) and/or network available and ready to receive any software;
- (j) Abide by the terms of any Software license agreements; and
- (k) Execute any required documents to evidence our interests in the Equipment, Software, and Supplies.

April 11, 2024 PURCHASE

Kyocera Quote for TCE AEPA/KCDA Pricing



Kyocera Taskalfa 9003i 90PPM

Model	Description	AEPA Price
TASKalfa 9003i	90 PPM A3 B&W MFP	8,195.75
Accessories		
DF-7110	4,000 Sheet Staple Finisher	1,125.00
PH-7A	Punch Unit for DF-7120/7110	301.53
BF-730	Booklet and Tri Folding Unit for DF-7110	675.06
Surge Protector-MX (20A)	20 Amp Surge Protector	113.74
		Purchase Price \$10,411.08
		(.093) State Sales Tax \$ 968.23
		Total \$11,379.31
		CPC Rate .0047/copy/print.