



Lease Schedule No. 134138

Master Agreement No. \_\_\_\_\_

EQUIPMENT		
Equipment MFG Model & Description	Serial Number	Accessories
Konica Minolta Bizhub 651i	ADXP011000409	
Konica Minolta Bizhub 850i	ACVW015001393	
Konica Minolta Bizhub 850i	ACVX015000712	

See attached schedule for additional Equipment / Accessories

Billing Address: 4904 N. Duncan Dr Coeur d'Alene, ID 83815  
 Equipment Location: 4904 N. Duncan Dr Coeur d'Alene, ID 83815

SUPPLIER		
<u>Pacific Office Automation, Inc.</u>		
Name		
<u>345 E 3rd Ave</u>		
Address		
<u>Spokane, WA 99202</u>		
City	State	Zip

PURCHASE OPTION AT END OF TERM	TRANSACTION TERMS
<input checked="" type="checkbox"/> Fair Market Value <input type="checkbox"/> \$1.00* *Lease Rate % _____ % (Must complete for AR, GA, MD, NH, NJ, NM, TX, WI)  *Lease Rate Factor _____ (Must complete for all other states)  *(required only for \$1.00 Purchase Option)	Lease Payment: \$ <u>540.00</u> (plus applicable taxes) Term: <u>60</u> (months) Billing Period: Monthly The following additional payments are due on the date this Lease is signed by you: Advance Payment: \$ _____ (Plus Applicable Taxes) Applied to: <input type="checkbox"/> First <input type="checkbox"/> Last Document Fee: \$75.00 (included on first invoice)

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

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

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

TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS TO YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ALSO ASK TO SEE IDENTIFYING DOCUMENTS.

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

LESSOR ("We", "Us")	LESSEE ("You")
<b>Pacific Office Automation, Inc.</b> DocuSigned by: By: X <u>Erin McLaughlin</u> Erin McLaughlin Name <u>BAM</u> Date <u>7/29/2024</u> Title _____	<u>Coeur d'Alene Charter Academy, Inc.</u> (Lessee Full Legal Name) (DBA / Trade Name) DocuSigned by: By: X <u>Angela Durick</u> Angela Durick Name <u>Angela Durick</u> Title <u>CFO/Business Manager</u> Date <u>7/29/2024</u> Federal Tax ID <u>82-0509670</u>



**Master Lease Schedule # \_\_\_\_\_ R12**

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

**TERMS AND CONDITIONS**

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

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BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL. THIS MASTER AGREEMENT AND EACH SCHEDULE SHALL BE GOVERNED BY THE LAWS OF OREGON. YOU CONSENT TO THE JURISDICTION AND VENUE OF FEDERAL AND STATE COURTS IN OREGON. TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS TO YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ALSO ASK TO SEE IDENTIFYING DOCUMENTS.

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

Continued on page 2

LESSOR (“We”, “Us”)	LESSEE (“You”)
<p><b>Pacific Office Automation, Inc.</b>  <small>DocuSigned by:</small>                        By: X _____  <small>4CA0B665A787469...</small>  <b>Erin McLaughlin</b>                      Name _____  <b>BAM</b> _____                      Title _____</p>	<p><b>Coeur d’Alene Charter Academy, Inc.</b>  <small>(Lessee Full Legal Name)</small>                      _____  <small>(DBA / Trade Name)</small>  <small>DocuSigned by:</small>                        By: X _____  <small>D19D867B2B2C469...</small>  <b>Angela Durick</b> _____  <b>CFO/Business Manager</b>                      Name _____ Title _____  <b>7/29/2024</b> _____                      Date _____ Federal Tax ID _____  <b>82-0509670</b></p>

any assumptions in the Lease to be correct or caused by your acts or omissions inconsistent with such assumption or the Lease. In the event of any such loss, we may increase the Lease Payments and other amounts due to offset any such adverse effect.

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

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

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

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

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

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

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

14. **TIME PRICE.** In the case of a \$1 Lease, you understand that the Equipment may be purchased for cash (the "Equipment Cost") or purchased pursuant to the Lease for a Time Price equal to the Lease Payment times the number of Lease Payments, plus the Document Fee, all as set forth on a Schedule, plus the Purchase Option amount, and by executing the Lease you have chosen to purchase the Equipment for that Time Price.

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

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

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

DS  
AD 7/29/2024

DS  
EM 7/29/2024



# PACIFIC OFFICE AUTOMATION

— PROBLEM SOLVED —

## EQUIPMENT DELIVERY & ACCEPTANCE RECEIPT

The undersigned does hereby acknowledge the complete and satisfactory delivery and installation of the Equipment leased from Pacific Office Automation, Inc. The undersigned does further acknowledge that Lessor has made no warranties expressed or implied regarding the equipment; that our obligations to Lessor or its assignees as set forth in the aforementioned lease are free of any and all claims, counter claims, defenses, or set-offs.

Equipment: (1) Konica Minolta Bizhub 651i  
(1) Konica Minolta Bizhub 850i  
(1) Konica Minolta Bizhub 950i

Coeur d'Alene Charter Academy, Inc.

Full Legal Name of Lessor

DocuSigned by:  
*Angela Durick*

D19D807B2B2C489...  
Authorized Signature

Angela Durick

Printed Name of Signer

7/29/2024

Date

**Certificate Of Completion**

Envelope Id: 48789A81EC9B4D208EEBCD43D7251B80	Status: Completed
Subject: Please DocuSign: CdA Charter Lease Docs	
Source Envelope:	
Document Pages: 4	Signatures: 5
Certificate Pages: 5	Initials: 2
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Erin McLaughlin
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	14747 NW Greenbrier Pkwy
	Beaverton, OR 97006-5601
	erin.mclaughlin@pacificoffice.com
	IP Address: 66.249.177.50

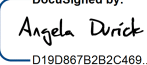
**Record Tracking**

Status: Original	Holder: Erin McLaughlin	Location: DocuSign
7/29/2024 12:21:32 PM	erin.mclaughlin@pacificoffice.com	

**Signer Events**

Angela Durick  
 adurick@cdacharter.org  
 CFO/Business Manager  
 Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:  
  
 D19D867B2B2C469...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 52.144.57.154

**Timestamp**

Sent: 7/29/2024 12:28:00 PM  
 Viewed: 7/29/2024 1:08:11 PM  
 Signed: 7/29/2024 1:08:23 PM

**Electronic Record and Signature Disclosure:**

Accepted: 7/29/2024 1:08:11 PM  
 ID: 9d576f21-dd34-4558-9c84-e25fb8d4f24f

Erin McLaughlin  
 erin.mclaughlin@pacificoffice.com  
 BAM  
 Pacific Office Automation  
 Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
 4CA0B665A787469...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 66.249.177.50

Sent: 7/29/2024 1:08:25 PM  
 Viewed: 7/29/2024 1:23:25 PM  
 Signed: 7/29/2024 1:23:32 PM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

**In Person Signer Events**

**Signature**

**Timestamp**

**Editor Delivery Events**

**Status**

**Timestamp**

**Agent Delivery Events**

**Status**

**Timestamp**

**Intermediary Delivery Events**

**Status**

**Timestamp**

**Certified Delivery Events**

**Status**

**Timestamp**

**Carbon Copy Events**

**Status**

**Timestamp**

Cole Heinsen  
 cole.heinsen@pacificoffice.com  
 Pacific Office Automation  
 Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 7/29/2024 1:23:34 PM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
Gayla Fleming gfleming@cdacharter.org Security Level: Email, Account Authentication (None)	COPIED	Sent: 7/29/2024 1:23:35 PM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/29/2024 12:28:00 PM
Certified Delivered	Security Checked	7/29/2024 1:23:25 PM
Signing Complete	Security Checked	7/29/2024 1:23:32 PM
Completed	Security Checked	7/29/2024 1:23:35 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Pacific Office Automation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Pacific Office Automation:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [info@pacificoffice.com](mailto:info@pacificoffice.com)

### **To advise Pacific Office Automation of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [info@pacificoffice.com](mailto:info@pacificoffice.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from Pacific Office Automation**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [info@pacificoffice.com](mailto:info@pacificoffice.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with Pacific Office Automation**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:



- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [info@pacificoffice.com](mailto:info@pacificoffice.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Pacific Office Automation as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Pacific Office Automation during the course of your relationship with Pacific Office Automation.



# Equipment/Service and Supply Contract

No. \_\_\_\_\_

**SOLD TO:**

Coeur d'Alene Charter Academy  
 CUSTOMER NAME  
 4904 N Duncan Dr  
 BILLING ADDRESS  
 Coeur d'Alene ID 83815  
 CITY STATE ZIP  
 ( 208 ) 676-1667  
 TELEPHONE  
 Gayla Fleming  
 ATTENTION

**SHIP TO:**

~Same~  
 CUSTOMER NAME  
 SHIPPING ADDRESS  
 CITY STATE ZIP  
 ( )  
 TELEPHONE  
 KEY OPERATOR

ORDER DATE		PO#		ORDERED BY		SOLD BY	
5/1/24						Heinsen	
QTY	ITEM	TYPE	DESCRIPTION			UNIT PRICE	TOTAL
1		New	Konica Minolta Bizhub 650i			To be leased	
			- B/W copy, print, scan, and fax; Hole Punch and Staple Finishing				
			- 65 pages per minute				
1		New	Konica Minolta Bizhub 850i			To be leased	
			- B/W copy, print, scan, and fax; Hole Punch and Staple Finishing				
			- 85 pages per minute				
1		New	Konica Minolta Bizhub 950i			To be leased	
			- B/W copy, print, scan, and fax; Hole Punch and Staple Finishing				
			- 95 pages per minute				
Minimum Monthly Payment (plus applicable taxes) \$ 540 Term 60 Months						Device Management	
Service/Supply Agreement	Monthly Base Images	Monthly Base Charges	Overages	Overages Billing Cycle	Term of Contract	Automated Meter Reading	
B/W	0	\$0.00	\$0.0037	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Annual	<input checked="" type="checkbox"/> 60 months <input type="checkbox"/> 48 months <input type="checkbox"/> 39 months <input type="checkbox"/> 36 months <input type="checkbox"/> Other _____	Auto Toner Replenishment	
						Advanced Scanning	
						Security	
						MFP Network Support	
						Power Filter	
<b>CONDITIONS OF SALE, CONTINGENCIES OR COMMENTS</b>						Delivery	
*Service includes toner, supplies, and labor							
*POA will install, deliver, and train on new equipment						Subtotal	
*POA will close out remainder of current lease						Sales Tax	
						Total	

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

**Customer Authorization**

*Angela Durick*  
 SIGNATURE  
 ANGELA DURICK / CFO 5/28/2024  
 SIGNER NAME & TITLE DATE

**Approved by Pacific Office Automation**

BY \_\_\_\_\_  
 TITLE DATE

## SERVICE/SUPPLY AGREEMENT TERMS AND CONDITIONS

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

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

If toner is included in the Service/Supply Agreement, the toner will be supplied within the cost per copy charge based upon published and commercially reasonable expectations of supply and consumables consumption. At its discretion, POA, may perform an audit of supply/consumables consumption and equipment usage data to determine consumption levels. In the event actual consumption levels exceed standard toner coverages (10% Mono, 35% Color), POA reserves the right to invoice for excess consumption. Coverage under the One Rate program assumes the device will be operated within manufacturer specifications using standard toner coverages. Not included in the Service/Supply Agreement are paper, staples, and network support. Service calls by POA covered under the Service/Supply Agreement will only be made during the hours of 8 a.m. to 5 p.m., Monday through Friday, excluding holidays. Service billed at any other time will be billed at standard overtime rates.

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

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

## GUARANTEES

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

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

## GENERAL TERMS & CONDITIONS

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

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

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

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

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

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

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



## PACIFIC OFFICE AUTOMATION

— PROBLEM SOLVED —

### Current:

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#### **(2) Konica Minolta Bizhub 808**

Functions: B/W copy, print, scan and fax

Speed: 80 pages per minute

Finishing: Staple and Hole Punch

#### **(1) Konica Minolta Bizhub 958**

Functions: B/W copy, print, scan, and fax

Speed: 95 pages per minute

Finishing: Booklet and Hole Punch

<b>Lease Payment:</b>	<b>\$465.00</b>
<i>B/W prints billed at \$0.00448: 111,495 prints/month</i>	\$499.50
<b>Total Monthly Cost:</b>	<b>\$964.50</b>

### Proposed:

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#### **(1) Konica Minolta Bizhub 650i**

Functions: B/W copy, print, scan and fax

Speed: 65 pages per minute

Finishing: Staple and Hole Punch

#### **(1) Konica Minolta Bizhub 850i**

Functions: B/W copy, print, scan, and fax

Speed: 85 pages per minute

Finishing: Staple and Hole Punch

#### **(1) Konica Minolta Bizhub 950i**

Functions: B/W copy, print, scan, and fax

Speed: 95 pages per minute

Finishing: Staple and Hole Punch

<b>Lease Payment:</b>	<b>\$540.00</b>
<i>B/W prints billed at \$0.0037: 111,495 prints/month</i>	\$412.53
<b>Total Monthly Cost</b>	<b>\$952.53</b>

***Service includes parts, labor, staples, and toner***

***POA to close out current lease, deliver and install new machines***