



EMPOWERING ALL STUDENTS

Learners Today - Leaders Tomorrow

May 7, 2020

Rick Polster
Regal Business Machines
PolsterR@regal-biz.com

Dear Mr. Polster:

On May 1, 2020, we received an email request pursuant to the Freedom of Information Act (FOIA) seeking records from Crystal Lake Elementary District 47 ("District"). In your FOIA you requested:

- current copier contracts for both the lease and the maintenance as well as any recent maintenance invoices.

Please find the attached document which includes the information you are requesting. The information provided serves as our fulfillment of obligation to your request.

If I can be of further assistance, please don't hesitate to contact me.

Sincerely,

Clare F. Bourne
Freedom of Information Officer
Crystal Lake School District 47

From: **Rick Polster** <PolsterR@regal-biz.com>

Date: Fri, May 1, 2020 at 9:47 AM

Subject: FOIA Request

To: CFBourne@d47.org <CFBourne@d47.org>

Claire,

I'd like to request copies of current copier contracts for both the lease and the maintenance as well as any recent maintenance invoices.

This helps us see current costs & estimated end of term dates so I know when to reach back out to you as well as to be able to calculate in advance an approximate savings to see how much money we can save you at the proper time.

Thank you very much.

You can reach me at 847-217-8782 or via email at polsterr@regal-biz.com.

Much appreciated!

Rick Polster
Regal Business Machines
847-217-8782

Contract Approval Request



Complete this form and submit it along with the contract to the purchasing department. After review, the CFO will submit the contract at the next board meeting for approval.

Request Information

Name of Requestor:	Dave Jenkins
School or department:	CORE – Technology
Date submitted:	05/04/2016
Vendor:	Chicago Office Technology Group / Xerox
Purpose of contract:	Copier Equipment Lease & Service Vendor Qty. 44 75ppm copiers Qty. 2 35ppm color copiers
New contract or renewal:	New (Replacing contracts with Stan's Office Technologies) Term: 60 Months
Amount of contract:	Equipment Lease (\$4,856.24/month - \$58,274.88/year) Service Contract – Cost per copy \$.0041/page (B&W) \$.046/page (Color) – Based on usage, estimated - \$60,000/year
Account number description:	Technology – Lease Rental
Account number charged:	10E 000 2660 0325 00 000000
Ownership Status:	<input type="checkbox"/> Minority Owned <input type="checkbox"/> Female Owned <input type="checkbox"/> Person with a Disability <input type="checkbox"/> Locally Owned

District Approval Process

Approved by Board of Education: Y N Date: _____



Lease Agreement Number:		Dealer Name: COTG	
LESSEE INFORMATION			
Full Legal Name Crystal Lake Elementary District 47		DBA	
Billing Address 300 Commerce Dr.		City Crystal Lake	State IL ZIP Code 60014
Phone 815-459-0263	Contact Name Dave Jenkins	Contact Email dcjenkins@d47.org	Lessee PO# (Optional)

EQUIPMENT			
Quantity	Model and Description	Quantity	Model and Description
44	Xerox Workcentre 5875		
2	Xerox Workcentre 7835		
Equipment Location (if different from Billing Address)			

TERM, PAYMENT AND PURCHASE OPTION INFORMATION			
Initial Lease Term (in Months): 60	Monthly Lease Payment: \$ 4856.24	plus applicable Taxes	Down Payment Received: \$ _____
Purchase Option (Check One): <input checked="" type="checkbox"/> Fair Market Value <input type="checkbox"/> Other _____			

LESSEE ACCEPTANCE		
BY YOUR SIGNATURE BELOW, YOU ACKNOWLEDGE THAT YOU ARE ENTERING INTO A NON-CANCELLABLE LEASE AND THAT YOU HAVE READ AND AGREED TO ALL APPLICABLE TERMS AND CONDITIONS SET FORTH ON PAGES 1 AND 2 OF THIS LEASE.		
Authorized Signer X	Date	Federal Tax ID # (Required)
Print Name	Title (indicate President, Partner, Proprietor, etc.)	

LESSOR ACCEPTANCE		
Accepted By: Xerox Financial Services LLC	Name and Title	Date

TERMS & CONDITIONS

1. Definitions. The words "you" and "your" mean the legal entity identified in "Lessee Information" above, and "XFS," "we," "us," "Lessor" and "our" mean Xerox Financial Services LLC. "Dealer" means the entity identified in "Dealer Name" above. "Discount Rate" means a rate equal to the 1-year Treasury Constant Maturity rate as published in the Selected Interest Rates table of the Federal Reserve statistical release H.15(519) or successor publication for the week ending immediately prior to the Inception Date. "Equipment" means the items identified in "Equipment" above and in any attached Equipment schedule, plus any Software (as defined in Section 3 hereof), attachments, accessories, replacements, replacement parts, substitutions, additions and repairs thereto. "Inception Date" means (a) the date Dealer determines Equipment installed by Dealer is operating satisfactorily and is available for your use, or (b) the date Equipment identified by Dealer as being installable by you is delivered to your premises. "Lease" means this Lease Agreement, including any attached Equipment schedule. "Lease Payment" means the Monthly Lease Payment specified above, which includes the fixed component of maintenance charges payable to Dealer under the Maintenance Agreement, plus Taxes. "Maintenance Agreement" means a separate agreement between you and Dealer for maintenance and support purposes. "Origination Fee" means a one-time fee of \$125 billed on your first invoice which you agree to pay, covering the origination, documentation, processing and certain other initial costs for the Lease. "Party" means you or XFS, and "Parties" means both you and XFS. "Term" means the Initial Lease Term plus any subsequent renewal or extension terms. "UCC" means the Uniform Commercial Code of the State of Connecticut (C.G.S.A. §§42a-1-101 et seq.).

2. Lease, Payments and Late Payments. You agree and represent all Equipment was selected, configured and negotiated by you based upon your own judgment and has been, or is being, supplied by Dealer. At your request, XFS has acquired, or will acquire, the same to lease to you under this Lease and you agree to lease the same from XFS. The Initial Lease Term, which is indicated above, commences on the Inception Date. You agree to pay XFS the first Lease Payment 30 days after the Inception Date; each subsequent Lease Payment, which may include charges you, Dealer and XFS agree will be invoiced by us, shall be payable on the same date of each month thereafter, whether or not XFS invoices you. If any payment is not paid in full within 5 days after its due date, you will pay a late charge of the greater of 10% of the amount due or \$25, not to exceed the maximum amount permitted by law. For each dishonored or returned payment, you will be assessed the applicable returned item fee, which shall not exceed \$35. Restrictive covenants on any method of payment will be ineffective.

3. Equipment and Software. To the extent that the Equipment includes intangible property or associated services such as software licenses, such intangible property shall be referred to as "Software." You acknowledge and agree that that XFS has no right, title or interest in the Software and you will comply throughout the Lease Term with any license and/or other agreement ("Software License") with the supplier of the Software ("Software Supplier"). You are responsible for entering into any required Software License with the Software Supplier no later than the Lease Inception Date. You agree the Equipment is for your lawful business use in the United States (including its possessions and territories), will not be used for personal, household or family purposes, and is not being acquired for resale. You will not attach the Equipment as a fixture to real estate or make any permanent alterations to it.

4. Non-Cancellable Lease. THIS LEASE CANNOT BE CANCELLED OR TERMINATED BY YOU PRIOR TO THE END OF THE INITIAL LEASE TERM. YOUR OBLIGATION TO MAKE ALL LEASE PAYMENTS, AND TO PAY ALL OTHER AMOUNTS DUE OR TO BECOME DUE, IS ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO DELAY, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM OR RECOURSE FOR ANY REASON WHATSOEVER, IRRESPECTIVE OF THE PERFORMANCE OF THE EQUIPMENT, DEALER, ANY THIRD PARTY OR XFS. Any pursued claim by you against XFS for alleged

breach of our obligations hereunder shall be asserted solely in a separate action; provided, however, that your obligations under this Lease shall continue unabated.

5. End of Lease Options. For any purchase option designated on the first page hereof, if you are not in default and if you provide no greater than 150 days and no less than 60 days' prior written notice to XFS, you may, at the end of the Initial Lease Term, either (a) purchase all, but not less than all, of the Equipment "AS IS, WHERE IS" and WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE at the time of purchase by paying the amount of such purchase option, plus Taxes, (b) enter into a new lease on mutually agreeable terms, or (c) de-install and return the Equipment, at your expense, fully insured, to a continental US location XFS specifies. If no purchase option is specified, you shall elect either alternative (b) or (c) in the preceding sentence. If you have not elected one of the above options, you shall be deemed to have entered into a new lease with a 3 month term on terms and conditions identical to this Lease, except that either party may terminate the new lease at the end of its 3 month term on 30 days' prior written notice and, when this new lease terminates, shall take one of the actions identified in (a) (b) or (c) in the preceding sentence or be deemed to have entered into another new lease with a 3 month term as provided in this sentence. The purchase options shall be exercised, with respect to each item of Equipment on the day immediately following the date of expiration of the Lease Term of such item, and by the delivery at such time by you to XFS of payment, in cash or by certified check, of the amount of the applicable purchase price for the Equipment. "Fair Market Value" shall be determined by XFS in our sole but reasonable discretion. Upon payment of the applicable amount, XFS shall, upon your request, execute and deliver to you a bill of sale for the Equipment on an "AS IS," "WHERE IS," "WITH ALL FAULTS" basis, without representation or warranty of any kind or nature whatsoever. After such payment, you may trade-in the Equipment as part of another transaction with XFS and, if you do, you must pass unencumbered title of the Equipment being traded-in to XFS.

6. Equipment Return. If the Equipment is returned to XFS, it shall be in the same condition as when delivered to you, normal wear and tear excepted and, if not in such condition, you will be liable for all expenses XFS incurs to return the Equipment to such "normal wear and tear" condition. IT IS SOLELY YOUR RESPONSIBILITY TO SECURE ANY SENSITIVE DATA AND PERMANENTLY DELETE SUCH DATA FROM THE INTERNAL MEDIA STORAGE PRIOR TO RETURNING THE EQUIPMENT TO XFS. YOU SHALL HOLD XFS HARMLESS FROM YOUR FAILURE TO SECURE AND PERMANENTLY DELETE ALL SUCH LESSEE DATA AS OUTLINED IN THIS SECTION.

7. Equipment Delivery and Maintenance. Equipment will be delivered to you by Dealer at the location specified on the first page hereof or in an Equipment schedule, and you agree to execute a Delivery & Acceptance Certificate at XFS's request (and confirm same via telephone and/or electronically) confirming that you have received, inspected and accepted the Equipment, and that XFS is authorized to fund the Dealer for the Equipment. If you reject the Equipment, you assume all responsibility for any purchase order or other contract issued on your behalf directly with Dealer. Equipment may not be moved to another location without first obtaining XFS's written consent, which shall not be unreasonably withheld. You shall permit XFS to inspect Equipment and any maintenance records relating thereto during your normal business hours upon reasonable notice. You represent you have entered into a Maintenance Agreement with Dealer to maintain the Equipment in good working order in accordance with the manufacturer's maintenance guidelines, and to provide you with supplies for use with the Equipment. You understand and acknowledge that XFS is acting solely as an administrator for Dealer with respect to the billing and collecting of the charges under the Maintenance Agreement included in the Lease Payments. IN NO EVENT WILL XFS BE LIABLE TO YOU FOR ANY BREACH BY THE DEALER OF ANY OF ITS OBLIGATIONS TO YOU, NOR WILL ANY OF YOUR OBLIGATIONS UNDER THIS LEASE BE AFFECTED, MODIFIED, RELEASED OR EXCUSED BY ANY ALLEGED BREACH BY DEALER.



8. Equipment Ownership, Labeling and UCC Filing. If and to the extent a court deems this Lease to be a security agreement under the UCC, and otherwise for precautionary purposes only, you grant XFS a first priority security interest in your interest in the Equipment and all proceeds thereof in order to secure your performance under this Lease. XFS is and shall remain the sole owner of the Equipment, except the Software. XFS may label the Equipment to identify our ownership interest in it. You authorize XFS to file by any permissible means a UCC financing statement to show, and to do all other acts to protect, our interest in the Equipment. You agree to pay any filing fees and administrative costs for the filing of such financing statements. You agree to keep the Equipment free from any liens or encumbrances and to promptly notify XFS if there is any change in your organization such that a re-filing or amendment to XFS's UCC financing statement against you becomes necessary.

9. Assignment. YOU MAY NOT ASSIGN, SELL, PLEDGE, TRANSFER, SUBLEASE OR PART WITH POSSESSION OF THE EQUIPMENT, THIS LEASE OR ANY OF YOUR RIGHTS OR OBLIGATIONS UNDER THIS LEASE (COLLECTIVELY "ASSIGNMENT") WITHOUT XFS'S PRIOR WRITTEN CONSENT, WHICH SHALL NOT BE UNREASONABLY WITHHELD, BUT SUBJECT TO THE SOLE EXERCISE OF XFS'S REASONABLE CREDIT DISCRETION AND EXECUTION OF ANY NECESSARY ASSIGNMENT DOCUMENTATION. If XFS agrees to an Assignment, you agree to pay the applicable assignment fee and reimburse XFS for any costs we incur in connection with that Assignment. XFS may sell, assign or transfer all or any part of the Equipment, this Lease and/or any of our rights (but none of our obligations) under this Lease. XFS's assignee will have the same rights that we have to the extent assigned (but none of our obligations) and YOU AGREE NOT TO ASSERT AGAINST SUCH ASSIGNEE ANY CLAIMS, DEFENSES, COUNTERCLAIMS, RECOUPMENTS, OR SET-OFFS THAT YOU MAY HAVE AGAINST XFS. XFS agrees and acknowledges that any Assignment by us will not materially change your obligations under this Lease.

10. Taxes. You will be responsible for, indemnify and hold XFS harmless from, all applicable taxes, fees or charges, (including sales, use, personal property and transfer taxes, other than net income taxes), plus interest and penalties) assessed by any governmental entity on the Equipment, this Lease, or the amounts payable under this Lease (collectively, "Taxes"), which will be included in XFS's invoice to you unless you timely provide continuing proof of your tax exempt status. If Equipment is delivered to a jurisdiction where certain taxes are calculated and paid at the time of lease initiation, you authorize XFS to finance and adjust your Lease Payment to include such Taxes over the Initial Lease Term unless you require otherwise. Unless and until XFS notifies you in writing to the contrary, XFS will file all personal property tax returns covering the Equipment and will pay the personal property taxes levied or assessed thereon. XFS MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE TAX OR ACCOUNTING TREATMENT OF THIS LEASE.

11. Equipment Warranty Information and Disclaimers. XFS IS MERELY A FINANCIAL INTERMEDIARY, AND HAS NO INVOLVEMENT IN THE SALE, DESIGN, MANUFACTURE, CONFIGURATION, DELIVERY, INSTALLATION, USE OR MAINTENANCE OF THE EQUIPMENT. THEREFORE, WITH RESPECT TO EQUIPMENT, XFS DISCLAIMS, AND YOU WAIVE SOLELY AGAINST XFS, ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE, AND XFS MAKES NO REPRESENTATIONS OF ANY KIND OR TYPE, INCLUDING, BUT NOT LIMITED TO, THE EQUIPMENT'S SUITABILITY, FUNCTIONALITY, DURABILITY, OR CONDITION. Since you have selected the Equipment and the Dealer, you acknowledge that you are aware of the name of the manufacturer of each item of Equipment and agree that you will contact each manufacturer and/or Dealer for a description of any warranty rights you may have under the Equipment supply contract, sales order, or otherwise. Provided you are not in default hereunder, XFS hereby assigns to you any warranty rights we may have against Dealer or manufacturer with respect to the Equipment. If the Equipment is returned to XFS, such rights are deemed reassigned by you to XFS. IF THE EQUIPMENT IS NOT PROPERLY INSTALLED, DOES NOT OPERATE AS WARRANTED, BECOMES OBSOLETE, OR IS UNSATISFACTORY FOR ANY REASON WHATSOEVER, YOU SHALL MAKE ALL RELATED CLAIMS SOLELY AGAINST MANUFACTURER OR DEALER AND NOT AGAINST XFS, AND YOU SHALL NEVERTHELESS CONTINUE TO PAY ALL LEASE PAYMENTS AND OTHER SUMS PAYABLE UNDER THIS LEASE.

12. Liability and Indemnification. XFS IS NOT RESPONSIBLE FOR ANY LOSSES, DAMAGES, EXPENSES OR INJURIES OF ANY KIND OR TYPE, INCLUDING, BUT NOT LIMITED TO, ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (COLLECTIVELY, "CLAIMS"), TO YOU OR ANY THIRD PARTY CAUSED BY THE EQUIPMENT OR ITS USE, EXCEPT THOSE CLAIMS ARISING DIRECTLY AND PROXIMATELY FROM XFS'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. In addition, except for Claims arising directly and proximately from XFS's gross negligence or willful misconduct, you assume the risk of liability for, and hereby agree to indemnify and hold safe and harmless, and covenant to defend, XFS, its employees, officers and agents from and against: (a) any and all Claims (including legal expenses of every kind and nature) arising out of the manufacture, purchase, shipment and delivery of the Equipment to you, acceptance or rejection, ownership, leasing, possession, operation, use, return or other disposition of the Equipment, including, without limitation, any liabilities that may arise from patent or latent defects in the Equipment (whether or not discoverable by you), any claims based on absolute tort liability or warranty and any claims based on patent, trademark or copyright infringement; and (b) any and all loss or damage of or to the Equipment.

13. Default and Remedies. You will be in default under this Lease if (1) XFS does not receive any payment within 10 days after its due date, or (2) you breach any other obligation in this Lease or any other agreement with XFS. If you default, and such default continues for 10 days after XFS provides notice to you, XFS may, in addition to other remedies (including requesting the Dealer to cease performing under the Maintenance Agreement), require you to promptly return the Equipment as provided in Sections 5 and 6 hereof, and require immediate payment, as liquidated damages for loss of bargain and not as a penalty, of the sum of: (a) all amounts then due, plus interest from the due date until paid at the rate of 1.5% per month; (b) the Lease Payments remaining in the Initial Lease Term (including the fixed maintenance component thereof, if permitted under the Maintenance Agreement), discounted at the Discount Rate to the date of default; and (c) Taxes. In addition, if you do not return the Equipment as required above, you agree to pay XFS the then determined Fair Market Value thereof, as reasonably determined by XFS, as of the end of the Initial Lease Term, discounted at the Discount Rate to the date of default. You agree to pay all reasonable costs, including attorneys' fees and disbursements, incurred by XFS to enforce this Lease.

14. Risk of Loss and Insurance. You assume and agree to bear the entire risk of loss, theft, destruction or other impairment of the Equipment upon delivery. You, at your own expense, (i) shall keep Equipment insured against loss or damage at a minimum of full replacement value thereof, and (ii) shall carry public liability insurance against bodily injury, including death, and against property damage in the amount of at least \$2 million (collectively, "Required Insurance"). All such Required Insurance shall be with loss payable to XFS, its successors and/or assigns, as their interests may appear, and shall be with companies reasonably acceptable to XFS. In addition, XFS shall be similarly named as an additional insured on all public liability insurance policies. The Required Insurance shall provide for 30 days' prior notice to XFS of cancellation.

YOU MUST PROVIDE XFS OR OUR DESIGNEES WITH SATISFACTORY WRITTEN EVIDENCE OF REQUIRED INSURANCE WITHIN 30 DAYS OF THE INCEPTION DATE OR ANY SUBSEQUENT WRITTEN REQUEST BY XFS OR OUR DESIGNEES. IF YOU DO NOT DO SO, THEN IN LIEU OF OTHER REMEDIES FOR DEFAULT, XFS IN OUR DISCRETION AND AT OUR SOLE OPTION MAY (BUT IS NOT REQUIRED TO) OBTAIN INSURANCE FROM AN INSURER OF XFS'S CHOOSING, WHICH MAY BE AN XFS AFFILIATE, IN SUCH FORMS AND AMOUNTS AS XFS DEEMS REASONABLE TO PROTECT XFS'S

INTERESTS (COLLECTIVELY "EQUIPMENT INSURANCE"). EQUIPMENT INSURANCE WILL COVER THE EQUIPMENT AND XFS; IT WILL NOT NAME YOU AS AN INSURED AND MAY NOT COVER ALL OF YOUR INTEREST IN THE EQUIPMENT AND WILL BE SUBJECT TO CANCELLATION AT ANY TIME. YOU AGREE TO PAY XFS PERIODIC CHARGES FOR EQUIPMENT INSURANCE (COLLECTIVELY "INSURANCE CHARGES") THAT INCLUDE: AN INSURANCE PREMIUM THAT MAY BE HIGHER THAN IF YOU MAINTAINED THE REQUIRED INSURANCE SEPARATELY; A FINANCE CHARGE OF UP TO 1.5% PER MONTH ON ANY ADVANCES MADE BY XFS OR OUR AGENTS; AND COMMISSIONS, BILLING AND PROCESSING FEES; ANY OR ALL OF WHICH MAY GENERATE A PROFIT TO XFS OR OUR AGENTS. XFS MAY ADD INSURANCE CHARGES TO EACH LEASE PAYMENT. XFS shall discontinue billing or debiting Insurance Charges for Equipment Insurance upon receipt and review of satisfactory evidence of Required Insurance.

You must promptly notify XFS of any loss or damage to Equipment which makes any item of Equipment unfit for continued or repairable use. You hereby irrevocably appoint XFS as your attorney-in-fact to execute and endorse all checks or drafts in your name to collect under any such Required Insurance. Insurance proceeds from Required Insurance or Equipment Insurance received shall be applied, at XFS's option, to (x) restore the Equipment so that it is in the same condition as when delivered to you (normal wear and tear excepted), or (y) if the equipment is not restorable, to replace it with like-kind condition equipment from the same manufacturer or (z) pay to XFS, the greater of (i) the total unpaid Lease Payments for the entire term hereof (discounted to present value at the Discount Rate) plus XFS's residual interest in such Equipment (herein agreed to be 20% of the Equipment's original cost to XFS) plus any other amounts due to XFS hereunder, or (ii) the Fair Market Value of the Equipment immediately prior to the loss or damage, as reasonably determined by XFS. NO LOSS OR DAMAGE TO EQUIPMENT, OR XFS'S RECEIPT OF INSURANCE PROCEEDS, SHALL RELIEVE YOU OF ANY OF YOUR REMAINING OBLIGATIONS UNDER THIS LEASE. Notwithstanding procurement of Equipment Insurance or Required Insurance, you remain primarily liable for performance under this Section in the event the applicable insurance carrier fails or refuses to pay any claim. YOU AGREE (i) TO ARBITRATE ANY DISPUTE WITH XFS, OUR AGENTS OR ASSIGNS REGARDING THE EQUIPMENT INSURANCE AND/OR INSURANCE CHARGES UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION IN FAIRFIELD COUNTY, CT, (ii) THAT ARBITRATION (NOT A COURT) SHALL BE THE EXCLUSIVE REMEDY FOR SUCH DISPUTES; AND (iii) THAT CLASS ARBITRATION IS NOT PERMITTED. This arbitration requirement does not apply to any other provision of this Lease.

15. Finance Lease and Lessee Waivers. The parties agree this Lease is a "Finance Lease" under UCC Article 2A. You waive, solely against XFS and its successors and assigns, (a) all rights and remedies conferred on a lessee under Article 2A (Sections 508-522) of the UCC (C.G.S.A. §§42a-2A-724-737), and (b) any rights you now or later may have which require XFS to sell, lease or otherwise use any Equipment to reduce our damages including our realization of the remaining value of the Equipment, or which may otherwise limit or modify any of our rights or remedies.

16. Authorization of Signer and Credit Review. You represent that you may lawfully enter into, and perform, this Lease, that the individual signing this Lease on your behalf has all necessary authority to do so, and that all financial information you provide completely and accurately represents your financial condition. You agree to furnish financial information that XFS may request now, including your tax identification number, and you authorize XFS to obtain credit reports on you in the future should you default or fail to make prompt payments under this Lease.

17. Original and Sole Controlling Document; No Modifications Unless in Writing. This Lease constitutes the entire agreement between the Parties as to the subjects addressed herein, and representations or statements not included herein are not part of this Lease and are not binding on the Parties. You agree that an executed copy of this Lease that is signed by your authorized representative and by XFS's authorized representative (an original manual signature or such signature reproduced by means of a reliable electronic form, such as electronic transmission of a facsimile or electronic signature) shall be marked "original" by XFS and shall constitute the only original document for all purposes. All other copies shall be duplicates. To the extent this Lease constitutes chattel paper (as defined in the UCC), no security interest in this Lease may be created except by the possession or transfer of the copy marked "original" by XFS. IF A PURCHASE ORDER OR OTHER DOCUMENT IS ISSUED BY YOU, NONE OF ITS TERMS AND CONDITIONS SHALL HAVE ANY FORCE OR EFFECT, AS THE TERMS AND CONDITIONS OF THIS LEASE EXCLUSIVELY GOVERN THE TRANSACTION DOCUMENTED HEREIN. THE DEALER AND ITS REPRESENTATIVES ARE NOT OUR AGENTS AND ARE NOT AUTHORIZED TO MODIFY OR NEGOTIATE THE TERMS OF THIS LEASE. THIS LEASE MAY NOT BE AMENDED OR SUPPLEMENTED EXCEPT IN A WRITTEN AGREEMENT SIGNED BY AUTHORIZED REPRESENTATIVES OF THE PARTIES AND NO PROVISIONS CAN BE WAIVED EXCEPT IN A WRITING SIGNED BY XFS. XFS's failure to object to terms contained in any communication from you will not be a waiver or modification of the terms of this Lease. You authorize XFS to insert or correct missing information on this Lease, including but not limited to your proper legal name, lease numbers, serial numbers and other information describing the Equipment, so long as there is no material impact to your financial obligations.

18. Governing Law, Jurisdiction, Venue and JURY TRIAL WAIVER. THIS LEASE IS GOVERNED BY, AND SHALL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CONNECTICUT (WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES THAT WOULD OTHERWISE REQUIRE APPLICATION OF LAWS OF ANOTHER JURISDICTION). THE JURISDICTION AND VENUE OF ANY ACTION TO ENFORCE THIS LEASE, OR OTHERWISE RELATING TO THIS LEASE, SHALL BE IN A FEDERAL OR STATE COURT IN FAIRFIELD COUNTY, CONNECTICUT OR, EXCLUSIVELY AT XFS'S OPTION, IN ANY OTHER FEDERAL OR STATE COURT WHERE THE EQUIPMENT IS LOCATED OR WHERE XFS'S OR YOUR PRINCIPAL PLACES OF BUSINESS ARE LOCATED, AND YOU HEREBY WAIVE ANY RIGHT TO TRANSFER VENUE. THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION RELATED TO OR ARISING OUT OF THIS LEASE.

19. Miscellaneous. Your obligations under the "Taxes" and "Liability" Sections commence upon execution, and survive the expiration or earlier termination, of this Lease. Notices under this Lease must be in writing. Notices to you will be sent to the "Billing Address" provided on the first page hereof, and notices to XFS shall be sent to our address provided on the first page hereof. Notices will be deemed given 5 days after mailing by first class mail or 2 days after sending by nationally recognized overnight courier. Invoices are not considered notices and are not governed by the notice terms hereof. You authorize XFS to communicate with you by any electronic means (including cellular phone, email, automatic dialing and recorded messages) using any phone number (including cellular) or electronic address you provide to us. If a court finds any term of this Lease unenforceable, the remaining terms will remain in effect. The failure by either Party to exercise any right or remedy will not constitute a waiver of such right or remedy. If more than one party has signed this Lease as lessee, each such party agrees that its liability is joint and several. The following four sentences control over every other part of this Lease. Both Parties will comply with applicable laws. XFS will not charge or collect any amounts in excess of those allowed by applicable law. Any part of this Lease that would, but for the last four sentences of this Section, be read under any circumstances to allow for a charge higher than that allowed under any applicable legal limit, is modified by this Section to limit the amounts chargeable under this Lease to the maximum amount allowed under the legal limit. If, in any circumstances, 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 XFS in excess of that legally allowed will be applied by us to the payment of amounts legally owed under this Lease or refunded to you.



**Addendum to Xerox Financial Services LLC
Fair Market Value Lease Agreement #010-0051419**

The following sections replace the corresponding sections in the Agreement and are hereby incorporated therein. In the event of any conflict between the terms of the Agreement and the terms below, the terms below shall control.

Section 2. Lease, Payments and Late Payments. The following sentence is deleted : If any payment is not paid in full within 5 days after its due date, you will pay a late charge of the greater of 10 % of the amount due or \$25, not to exceed the maximum amount permitted by law.

Section 5. End of Lease Options. 3rd sentence modified to read: If you have not elected one of the above options, you shall be deemed to have entered into a new lease with a 1 month term on terms and conditions identical to this Lease, except that either party may terminate the new lease at the end of its 1 month term on 30 days' prior written notice and, when this new lease terminates, shall take one of the actions identified in (a) (b) or (c) in the preceding sentence or be deemed to have entered into another new lease with a 1 month term as provided in this sentence.

Section 13. Default and Remedies. Modify initial sentence as follows: You will be in default under this Lease if (1) XFS does not receive any payment within 30 days after its due date, or (2) you breach any other obligation in this Lease or any other agreement with XFS.

Section 20. Non-Appropriation. Your obligation to pay the Lease Payments and any other amounts due is contingent upon approval of the appropriation of funds by your governing body. In the event funds are not appropriated for any fiscal period equal to amounts due under the Lease, and you have no other funds legally available to be allocated to the payment of your obligations under this Lease, you may terminate the Lease effective on the first day of such fiscal period ("Termination Date") if: (a) you have used due diligence to exhaust all funds legally available; and (b) XFS has received written notice from you at least 30 days before the Termination Date. At XFS's request, you shall promptly provide supplemental documentation as to such non-appropriation. Upon the occurrence of such non-appropriation, you shall not be obligated for payment of any Lease Payment for any fiscal period for which funds have not been so appropriated, and you shall promptly deliver the Equipment to the Dealer (or such other party as we may designate) as set forth in the return provisions of the Lease.

Customer Acceptance:
**CRYSTAL LAKE COMMUNITY CONSOLIDATED SCHOOL
DISTRICT 47**
Authorized Signor: _____
Print Name: _____
Title: _____
Date: _____

Lessor Acceptance:
Xerox Financial Services
Accepted by: _____
Name: _____
Title: _____
Date: _____

* Signor for the Lease Agreement and the Addendum must be the same.



MAINTENANCE AGREEMENT
CHICAGO OFFICE TECHNOLOGY GROUP
 3 Territorial Ct. Bolingbrook, IL 60440
 Phone (630)771-2600 Fax: (630)771-2601

A Xerox Company

BILL TO:

EQUIPMENT LOCATION: (SAME AS BILL TO)

Customer Name:	Crystal Lake SD 47
Address:	300 Commerce Dr
City, State, Zip:	Crystal Lake, IL, 60014
Phone:	815-788-5000

Customer Name:	
Address:	
City, State, Zip:	
Phone:	

Model #	Serial Number	Start Meter
See Schedule A		

Contract Effective: From: June 2016 To: June 2021

Usage/Rate Breakdown

1,200,000	B&W Copies	.0041	Rate	.0041	Overage Rate
9,000	Color Copies	.046	Rate	.046	Overage Rate
	B&W Prints		Rate		Overage Rate
	Color Prints		Rate		Overage Rate
	B&W Flat Fee Units		Unit Rate		
	CLR Flat Fee Units		Unit Rate		
	Ink Jet Flat Fee Units		Unit Rate (Toner Only)		

Items Included (check all that apply)

Parts Toner Other (Specified Below)

Items Excluded and Special Terms

Labor included. Rates need to be locked for term of lease (60 Months). Customer to be billed on ACTUAL USAGE.

COTG Diagnostic Application

In the event COTG 360 Diagnostic Application is not installed or a COTG representative is required to visit your office to obtain these meters, a meter administration charge of \$25.00 will be added to your overage invoice.

COTG 360 Diagnostic Application Installed? YES NO

Meter requests for non-networked devices should be emailed to the contact below. For multiple devices and contacts please submit a separate schedule A.

Meter Contact Name (Print Name):	Phone Number:	Email Address:
Dave Jenkins	815-788-5000	dcjenkins@sd47.org

Acknowledgment

THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF ARE INCORPORATED IN AND MADE PART OF THIS AGREEMENT. NO ONE IS AUTHORIZED TO CHANGE, ALTER OR AMEND THE TERMS OR CONDITIONS OF THIS AGREEMENT UNLESS AGREED TO IN WRITING BY BOTH PARTIES. BY SIGNING THIS AGREEMENT YOU ACKNOWLEDGE RECEIPT OF PAGE TWO AND AGREE TO THE TERMS ON PAGES 1 AND 2 OF THIS AGREEMENT.

Customer Signature:	COTG Sales Representative Signature:	COTG Contract's Manager Signature:
Print Name:	Print Name:	Print Name:

TERMS AND CONDITIONS

1. **SERVICES.** Throughout this Agreement the words "We," "Our," and "Us" refer to Company. The words "You" and "Your" refer to the Customer indicated on the reverse. This Agreement covers both the labor and materials for adjustments, repairs, and replacement of parts necessitated by normal use of the Equipment listed on the face of this Agreement ("Services"). Services do not include the following: (a) repairs due to (i) misuse, neglect, or abuse (including, without limitation, improper voltage or use of supplies that do not conform to the manufacturers' specifications), (ii) use of options, accessories, products, supplies not provided by Company; (iii) non-Company alterations, relocation, or service; (iv) loss or damage resulting from accidents, fire, water, or theft; (b) maintenance requested outside Company's normal business hours or this Agreement, (c) relocation, (d) software or connected hardware, (e) hard drive replacement, (f) Thermal heads, process units, and fuser units for Facsimile Machines, (g) Thermal Heads and MICR Toner for Laser Printers, and parts and labor for all non-laser printers, and/or (h) parts for Scanners. Replacement parts may be new, reprocessed, or recovered. Supplies provided by Company are in accordance with the copy volumes set forth on the face of this Agreement and within the manufacturer's stated yields and do not include staples. Supplies are to be used exclusively for the Equipment and remain Company property until consumed. You will return, or allow Company to retrieve, any unused supplies at the termination/expiration of this Agreement. You are responsible for the cost of excess supplies. You authorize Equipment to be connected to automatic meter reading software and/or device or, if we otherwise request, you will provide us with accurate meter readings for each item of Equipment when and by such means as we request. If you do not permit the Company to use automatic meter reading software and/or devices, Company may charge a monthly fee for manually performing meter reads. If you do not provide meter reads as required, Company may estimate the reading and bill accordingly. You shall provide adequate space and electrical service for the operation of the Equipment in accordance with UL and/or manufacturer's specifications. Supplies will be via UPS Ground. All shipping methods, including, but not limited to, UPS Ground, Overnight, and/or Messenger Service, will be billed to the Customer. Special processing fees may be included for any method other than UPS Ground. Service provided outside Company's normal business hours or for computer/network issues will be at Company hourly rates in effect at the time of Service. If, at any time during the Term of this Agreement, Customer upgrades, modifies, or adds equipment, Customer shall promptly notify Company. Company maintains the right to inspect any upgrades and modifications to Equipment and/or additional equipment and, in its sole discretion, determine whether equipment is eligible for Service. If approved, the Agreement will be amended to include such changes, including pricing modifications. Unless otherwise agreed to in writing, Customer remains solely responsible for any and all Customer data stored within the Equipment and the removal of such data upon removal of Equipment or termination of this Agreement. Customer is required to notify the company of any additional equipment at Customer's site capable of using Company supplied toner. This will include any new equipment or existing equipment not included in the original contract due to errors or omissions. In the event such equipment is discovered, it will automatically be added to this agreement with the meter at the time of discovery or be added at the current flat fee rate.
2. **TERM AND PAYMENT.** Except as otherwise provided for herein, this Agreement is non-cancelable and will commence on the start date indicated on the face of this Agreement and remain in effect throughout the Term. Unless stated otherwise all base charges will be billed monthly with any overages or per print/copy charges calculated quarterly. Scanner coverage includes labor only and is billed annually. In the event the fees herein are included in your lease payment, the Term shall begin on the start date and continue through the expiration/termination of the Lease Agreement. The meter count at installation or, in the case of owned printers, at assessment, will be used for overages calculations. Unless notified in writing sixty (60) days prior to its expiration, this Agreement shall automatically renew for additional one (1) year periods. You agree to pay Company the Minimum Monthly Payment and all other sums when due and payable. The Minimum Monthly Payment entitles you to Services for a specific number and type (i.e. black & white, color, scan) of Prints/Copies as identified on the face of this Agreement and will be billed in advance. In addition, You agree to pay the Overage Rate for each Print/Copy that exceeds the applicable number and type of Prints/Copies provided in the Minimum Monthly Payment which amount shall be billed in arrears and is payable as indicated on the face of this Agreement. A Print/Copy is defined as standard 8.5"x11" copy (larger size copies may register two meter clicks). No credit will be applied towards unused copies/prints. Your obligation to pay all sums when due shall be absolute and unconditional and is not subject to any abatement, offset, defense or counterclaim. If any payment is not paid within 10 days of its due date, you will pay a late charge not to exceed 7% of each late payment (or such lesser rate as is the maximum allowable by law). Company has the right to withhold service and supplies, without recourse, for any non-payment. Unless otherwise stated on the face of this Agreement, Company may increase the Base Charge and/or the Overage Rates on an annual basis, in an amount not to exceed 15% regardless of "Contract Effective" dates. Company retains the right to have all or some of the amounts due hereunder billed and/or collected by third parties. If Customer requires any specialized billing procedure or invoicing, Company reserves the right to bill an administrative fee not to exceed \$100 per invoice.
3. **TAXES.** Payments are exclusive of all state and local sales, use, excise, privilege and similar taxes. You will pay when due, either directly or to Us upon demand, all taxes, fines and penalties relating to this Agreement that are now or in the future assessed or levied.
4. **WARRANTY.** You acknowledge that the Equipment covered by this Agreement was selected by you based upon your own judgment. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF NON-INFRINGEMENT; IMPLIED WARRANTIES OF MERCHANTABILITY; OR, FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE SPECIFICALLY AND UNRESERVEDLY EXCLUDED. IN PARTICULAR, BUT WITHOUT LIMITATION, NO WARRANTY IS GIVEN THAT EQUIPMENT IS SUITABLE FOR PURPOSES INTENDED BY CUSTOMER.
5. **LIMITATION OF LIABILITY.** In no event, shall Company be liable for any indirect, special, incidental or consequential damages (including loss profits) whether based in contract, tort, or any other legal theory and irrespective of whether Company has notice of the possibility of such damages.
6. **DEFAULT; REMEDIES:** Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) failure to make payment when due of any indebtedness to Company or for the Equipment, whether or not arising under this Agreement, without notice or demand by Company; (b) breach by you of any obligation herein; or (c) if you cease doing business as a going concern. If you default, Company may: (1) require future Services, including supplies to be paid in advance, (2) require you to immediately pay the amount of the remaining unpaid balance of the Agreement, (3) terminate any and all agreements with you, and/or (4) pursue any other remedy permitted at law or in equity. In the Event of Default, remaining payment amounts due will be calculated using the average of the last six months' billing periods or the face value of the Agreement, whichever is greater, multiplied by the remaining months of the Agreement. You agree that any delay or failure of Company to enforce its rights under this Agreement does not prevent Company from enforcing any such right at a later time. All of Company's rights and remedies survive the termination of this Agreement. In the event of a dispute arising out of this Agreement or the Equipment listed herein, should it prevail, Company shall be entitled to collection of its reasonable costs and attorneys' fees incurred in defending or enforcing this Agreement, whether or not litigation is commenced.
7. **ASSIGNMENT:** You may not sell, transfer, or assign this Agreement without the prior written consent of Company. Company may sell, assign or transfer this Agreement.
8. **NOTICES:** All notices required or permitted under this Agreement shall be by registered mail to such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice from Company to you shall be effective three days after it has been deposited in the mail, duly addressed. All such notices to Company from you shall be effective after it has been received via registered U.S. Mail.
9. **INDEMNIFICATION.** You are responsible for and agree to indemnify and hold Us harmless from, any and all (a) losses, damages, penalties, claims, suits and actions (collectively, "Claims"), whether based on a theory of contract, tort, strict liability of otherwise caused by or related to Your use or possession of the Equipment, and (b) all costs and attorneys' fees incurred by Us relating to such claim.
10. **FAX EXECUTION.** A faxed or electronically transmitted version of this Agreement may be considered the original and you will not have the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. This Agreement may be signed in counterparts and all counterparts will be considered and constitute the same Agreement.
11. **MISCELLANEOUS.** (a) Choice of Law. This Agreement shall be governed by the laws of the State of Illinois (without regard to the conflict of laws or principles of such states); (b) Jury Trial. YOU EXPRESSLY WAIVE TRIAL BY JURY AS TO ALL ISSUES ARISING OUT OF OR RELATED TO THIS AGREEMENT; (c) Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, proposals or negotiations, whether oral or written; (d) Enforceability. If any provision of this Agreement is unenforceable, illegal or invalid, the remaining provisions will remain in full force and effect; (e) Amendments. This Agreement may not be amended or modified except by a writing signed by the parties; provided you agree that we are authorized, without notice to you, to supply missing information or correct obvious errors provided that such change does not materially alter your obligations; (f) Force Majeure. Company shall not be responsible for delays or inability to service caused directly or indirectly by strikes, accidents, climate conditions, parts availability, unsafe travel conditions, or other reasons beyond our control; (g) Company has the right to modify/correct any clerical errors.

Customer

Initials: _____

TERMS AND CONDITIONS – For Crystal Lake School District 47 Maintenance Agreement

The following sections replace the corresponding sections in the Agreement and are hereby incorporated therein. In the event of any conflict between the terms of the Agreement and the terms below, the terms below shall control.

1. **SERVICES.** Throughout this Agreement the words "We," "Our," and "Us" refer to Company. The words "You" and "Your" refer to the Customer indicated on the reverse. This Agreement covers both the labor and materials for adjustments, repairs, and replacement of parts necessitated by normal use of the Equipment listed on the face of this Agreement ("Services"). Services do not include the following: (a) repairs due to (i) misuse, neglect, or abuse (including, without limitation, improper voltage or use of supplies that do not conform to the manufacturers' specifications), (ii) use of options, accessories, products, supplies not provided by Company; (iii) non-Company alterations, relocation, or service; (iv) loss or damage resulting from accidents, fire, water, or theft; (b) maintenance requested outside Company's normal business hours or this Agreement, (c) relocation, (d) software or connected hardware, (e) hard drive replacement, (f) Thermal heads, process units, and fuser units for Facsimile Machines, (g) Thermal Heads and MICR Toner for Laser Printers, and parts and labor for all non-laser printers, and/or (h) parts for Scanners. Replacement parts may be new, reprocessed, or recovered, but must be OEM only. Supplies provided by Company are in accordance with the copy volumes set forth on the face of this Agreement and within the manufacturer's stated yields and does not include staples. Supplies are to be used exclusively for the Equipment and remain Company property until consumed. You will return, or allow Company to retrieve, any unused supplies at the termination/expiration of this Agreement. You are responsible for the cost of excess supplies. You authorize Equipment to be connected to automatic meter reading software and/or device or, if we otherwise request, you will provide us with accurate meter readings for each item of Equipment when and by such means as we request. If you do not permit the Company to use automatic meter reading software and/or devices, Company may charge a monthly fee for manually performing meter reads. If you do not provide meter reads as required, Company may estimate the reading and bill accordingly. You shall provide adequate space and electrical service for the operation of the Equipment in accordance with UL and/or manufacturer's specifications. Supplies will be via UPS Ground. All shipping methods, including, but not limited to, UPS Ground, Overnight, and/or Messenger Service, will be billed to the Customer. Special processing fees may be included for any method other than UPS Ground. Service provided outside Company's normal business hours or for computer/network issues will be at Company hourly rates in effect at the time of Service. If, at any time during the Term of this Agreement, Customer upgrades, modifies, or adds equipment, Customer shall promptly notify Company. Company maintains the right to inspect any upgrades and modifications to Equipment and/or additional equipment and, in its sole discretion, determine whether equipment is eligible for Service. If approved, the Agreement will be amended to include such changes, including pricing modifications. Unless otherwise agreed to in writing, Customer remains solely responsible for any and all Customer data stored within the Equipment and the removal of such data upon removal of Equipment or termination of this Agreement. Customer is required to notify the company of any additional equipment at Customer's site capable of using Company supplied toner. This will include any new equipment or existing equipment not included in the original contract due to errors or omissions. In the event such equipment is discovered, it will automatically be added to this agreement with the meter at the time of discovery or be added at the current flat fee rate.
2. **TERM AND PAYMENT.** Except as otherwise provided for herein, this Agreement should not automatically renew, need prior authorization from customer to do so in non-cancelable and will commence on the start date indicated on the face of this Agreement and remain in effect throughout the Term. Unless stated otherwise all base charges will be billed monthly with any overages or per print/copy charges calculated annually quarterly. Scanner coverage includes labor only and is billed annually. In the event the fees herein are included in your lease payment, the Term shall begin on the start date and continue through the expiration/termination of the Lease Agreement. The meter count at installation or, in the case of owned printers, at assessment, will be used for overages calculations. Unless notified in writing sixty (60) days prior to its expiration, this Agreement shall automatically renew for additional one (1) year periods. You agree to pay Company the for Actual usage per month Minimum Monthly Payment and all other sums when due and payable. The Minimum Monthly Payment entitles you to Services for a specific number and type (i.e. black & white, color, scan) of Prints/Copies as identified on the face of this Agreement and will be billed in advance. In addition, You agree to pay the Overage Rate for each Print/Copy that exceeds the applicable number and type of Prints/Copies provided in the Minimum Monthly Payment which amount shall be billed in arrears and is payable as indicated on the face of this Agreement. A Print/Copy is defined as standard 8.5"x11" copy (larger size copies may register two meter clicks). No credit will be applied towards unused copies/prints. Your obligation to pay all sums when due shall be absolute and unconditional and is not subject to any abatement, offset, defense or counterclaim. Payment is expected within 30 days of invoiced date. If any payment is not paid within 40 days of its due date, you will pay a late charge not to exceed 7% of each late payment (or such lesser rate as is the maximum allowable by law). Company has the right to withhold service and supplies, without recourse, for any non-payment. Unless otherwise stated on the face of this Agreement, Company may not increase the Base Charge and/or the Overage Rates on an annual basis, rates should be locked for the term of the agreement, in an amount not to exceed 15% regardless of "Contract Effective" dates. Company retains the right to have all or some of the amounts due hereunder billed and/or collected by third parties. If Customer requires any specialized billing procedure or invoicing, Company reserves the right to bill an administrative fee not to exceed \$100 per invoice.
3. **TAXES.** Customer is tax exempt. Payments are exclusive of all state and local sales, use, excise, privilege and similar taxes. You will pay when due, either directly or to Us upon demand, all taxes, fines and penalties relating to this Agreement that are now or in the future assessed or levied.
4. **WARRANTY:** You acknowledge that the Equipment covered by this Agreement was selected by you based upon your own judgment. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF NON-INFRINGEMENT; IMPLIED WARRANTIES OF MERCHANTABILITY; OR, FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE SPECIFICALLY AND UNRESERVEDLY EXCLUDED. IN PARTICULAR, BUT WITHOUT LIMITATION, NO WARRANTY IS GIVEN THAT EQUIPMENT IS SUITABLE FOR PURPOSES INTENDED BY CUSTOMER.
5. **LIMITATION OF LIABILITY.** In no event, shall Company be liable for any indirect, special, incidental or consequential damages (including loss profits) whether based in contract, tort, or any other legal theory and irrespective of whether Company has notice of the possibility of such damages.
6. **DEFAULT; REMEDIES:** Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) failure to make payment when due of any indebtedness to Company or for the Equipment, whether or not arising under this Agreement, without notice or demand by Company; (b) breach by you of any obligation herein; or (c) if you cease doing business as a going concern. If you default, Company may: (1) require future Services, including supplies to be paid in advance, (2) require you to immediately pay the amount of the remaining unpaid balance of the Agreement, (3) terminate any and all agreements with you, and/or (4) pursue any other remedy permitted at law or in equity. In the Event of Default, remaining payment amounts due will be calculated using the average of the last six months' billing periods or the face value of the Agreement, whichever is greater, multiplied by the remaining months of the Agreement. You agree that any delay or failure of Company to enforce its rights under this Agreement does not prevent Company from enforcing any such right at a later time. All of Company's rights and remedies survive the termination of this Agreement. In the event of a dispute arising out of this Agreement or the Equipment listed herein, should it prevail, Company shall be entitled to collection of its reasonable costs and attorneys' fees incurred in defending or enforcing this Agreement, whether or not litigation is commenced.
7. **ASSIGNMENT:** You may not sell, transfer, or assign this Agreement without the prior written consent of Company. Company may sell, assign or transfer this Agreement.
8. **NOTICES:** All notices required or permitted under this Agreement shall be by registered mail to such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice from Company to you shall be effective three days after it has been deposited in the mail, duly addressed. All such notices to Company from you shall be effective after it has been received via registered U.S. Mail.
9. **INDEMNIFICATION.** You are responsible for and agree to indemnify and hold Us harmless from, any and all (a) losses, damages, penalties, claims, suits and actions (collectively, "Claims"), whether based on a theory of contract, tort, strict liability of otherwise caused by or related to Your use or possession of the Equipment, and (b) all costs and attorneys' fees incurred by Us relating to such claim.
10. **FAX EXECUTION.** A faxed or electronically transmitted version of this Agreement may be considered the original and you will not have the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. This Agreement may be signed in counterparts and all counterparts will be considered and constitute the same Agreement.

11. MISCELLANEOUS. (a) Choice of Law. This Agreement shall be governed by the laws of the State of Illinois (without regard to the conflict of laws or principles of such states); (b) Jury Trial. YOU EXPRESSLY WAIVE TRIAL BY JURY AS TO ALL ISSUES ARISING OUT OF OR RELATED TO THIS AGREEMENT; (c) Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, proposals or negotiations, whether oral or written; (d) Enforceability. If any provision of this Agreement is unenforceable, illegal or invalid, the remaining provisions will remain in full force and effect; (e) Amendments. This Agreement may not be amended or modified except by a writing signed by the parties; provided you agree that we are authorized, without notice to you, to supply missing information or correct obvious errors provided that such change does not materially alter your obligations; (f) Force Majeure. Company shall not be responsible for delays or inability to service caused directly or indirectly by strikes, accidents, climate conditions, parts availability, unsafe travel conditions, or other reasons beyond our control; (g) Company has the right to modify/correct any clerical errors.

Customer

Initials: _____



SERVICE LEVEL AGREEMENT (SLA)

Between

Crystal Lake School District 47

And

Chicago Office Technology Group

February 10, 2016



Scope of Agreement

The following equipment and/or services are provided in response to the proposal submitted by COTG:

Purpose

The purpose of this Support Services Level Agreement (SLA) is to formalize an arrangement between School District 47 and Chicago Office Technology Group/XEROX to deliver equipment and/or support services, at specific levels of support, and at an agreed-upon cost. COTG will start this process with our Implementation procedure.

Services Covered Under This Agreement

1. COTG will have service engineers on site for the install to set up and test each device. Our IT staff will work with the District IT professionals prior to install and will be on site the day all devices are put in place. COTG will work with the District to install all drivers on all devices. The software team will work closely with the District on training of staff on all aspects of the included software.
2. Training for new devices ---COTG will provide unlimited trainings to your staff so that we provide proper education and best practices on the devices. This will start with the initial install and continue as the District feels necessary. After install is complete our training team will schedule on site trainings at each school to ensure the staff is comfortable with all the features of the machines. This has been a proven process to prevent service calls when we provide this training. We also have an on-line learning resource plus YOUTUBE video instructions. COTG will provide user instructions at each machine and a hand out/brochure for each user at their desktop.
3. The District will have one dedicated service technicians for all the district. Your dedicated service leadership will conduct monthly visits to each location to ensure staff confidence and device performance. We will initiate this plan for the first 90 days, then discuss any adjustments to this schedule to suit your requirements. The Service leadership team will also schedule preventative maintenance for all devices on a quarterly basis or greater frequency as needed.
 - The District's service manager will be Diana Shaffer
 - There will be 4 dedicated techs under Diana to service your district.
4. Maintenance of Digital Devices: This is all-inclusive of maintenance, parts, travel, toner, all consumable supplies and staples. Paper is not included.
5. If a service engineer cannot satisfactorily repair a machine fault, we shall provide a HOTSWAP device comparable to the existing model. We shall ensure that the loaned device connects to the network and prints with existing drivers and controllers. This loaned



A Xerox Company

device shall be provided at no additional cost, until the existing device is fully operational and functioning in the intended manner

6. COTG will be your exclusive source to encompass all service, supplies, and systems and provide dedicated primary and secondary service engineers during the term of the agreement. COTG will provide a custom portal for all users to order toner and place service calls at Myinfo.com. Once the service call is entered in myinfo.com an acknowledgment will be made within 1 hour. COTG will provide handouts/brochures for each user on the Myinfo.com and any additional training to users as needed.
7. During our quarterly reviews, we will provide detailed reports of equipment, technology and the service engineers' performance.
8. COTG will provide the COTG360 application, which will complement the process noted above and allow for the devices to notify us when they are low on toner, drums, pm kits, etc. and provide for automatic shipment of consumable supplies. We will be made aware prior to avoid any emergencies caused by depleted toner or drum degeneration
9. COTG houses the only On Demand Diagnostic Center located in ILLINOIS with live Network & Service Engineers to rectify any service request with immediate responses. Currently, COTG closes about 30% of incoming service calls within the first ten minutes.
10. Performance Based Assurance Guarantee. This program will guarantee that COTG will meet and exceed its average emergency service response guarantees of 45 minutes to 4 hours during normal school hours of 8am to 4pm.
Service Escalation Process – the following actions will occur based on the following thresholds:
 - i. Daily service review of any open calls
 - ii. Any open calls will be tracked to assure completion
 - iii. If 2 consecutive calls within a week- Service Supervisor contact
 - iv. If 3 calls within a month- Service Manager Visit
 - v. Any issues not rectified after this – Manufacturer Technical visit
 - vi. If 3 consecutive calls for the same problem occur within 30 days, we will discuss strategy with district to include replacement with a like device at the at no cost to the district.

Service response assurance – COTG will guarantee to meet and exceed its average emergency service response guarantees of 45 minutes to 4 hours. This will be measured on a monthly basis during the initial 3 months then measured quarterly. If we fail to meet the emergency call response time, the district will be provided a \$200 service credit for that period



A Xerox Company

**Chicago Office
Technology
Group**

Service Level Agreement
Rev. 1.0, 12-14-2015

COTG Service Director

Date

COTG Solutions Specialist

Date

The Districts

Date



Contract Approval Request

Complete this form and submit it along with the contract to the purchasing department. After review, the Asst. Superintendent of Business will submit the contract at the next board meeting for approval.

Request Information

Name of Requestor:	Dave Jenkins		
School or department:	CORE		
Date submitted:	06/05/2019		
Vendor:	Stan's Office - LPS Midwest		
Purpose of contract:	Replacement of Four Older Copiers at Wehde, LMS, RBMS, and HBMS.		
New contract or renewal:	New		
Amount of contract:	\$754.43/month (60 Month Contract)	\$45,265.80	
Account number description:	Technology - Leases		
Account number charged:	10E 000 2660 0325 00 000000		
Ownership Status:	<input type="checkbox"/> Minority Owned <input type="checkbox"/> Female Owned <input type="checkbox"/> Person with a Disability <input type="checkbox"/> Locally Owned		

District Approval Process

Approved by Board of Education: Y N

Date:

STAN'S

Main Office: 1375 S. Eastwood Dr., Woodstock, IL 60098
Wisconsin Office: 1406 Willowbrook Road - Suite 120, Beloit
Phone: 815-338-0549 www.stans.com

CONFIDENTIAL RICOH HARDWARE & SERVICE AGREEMENT PROPOSAL

June 3, 2019

Crystal Lake School District 47
300 Commerce Dr.
Crystal Lake, IL 60014



U.S. COMMUNITIES
Government Purchasers Saving You Money

Project Description:

Install (4) new Ricoh multi-function copier/printer/scanner (MFP) with high capacity staple finisher, 3 hole punch. Uninstall and remove (4) obsolete Ricoh MFP MP7001 AUI #'s 101524, 101525, 101523, 101522 and terminate service. Includes setup and configuration of PaperCut to the new devices

Make	Model	Location	Lease Term	Monthly Lease Price
Ricoh	MP 7503	Hanna Beardsley Lundahl Glacier Ridge Early Learning Bernotas	60 Mos.	\$754.43

Hardware Installation and Training Services:Included

Network Integration Services for Print/Scan/PaperCut:.....See Scope of Work

Lease Payment Terms: Monthly lease excludes service agreement, and supplies. Preferred lease terms based on credit approval. All prices are subject to all applicable taxes.

Hardware Service and Supply Agreement #701912: Includes parts, toner, (based on 6% Mono image area (8½" x 11"), labor, service calls, under normal operating conditions and Operator Manual Specs and Procedures. Excludes paper.

B/W Page Rate: \$0.00353
Devices added to existing agreement #701912

Scope of Work for Network Integration
Initial installation for hardware connectivity services included

1. Printer drivers will be installed on workstations, as requested by customer.
2. All utilities will be loaded and tested on workstations, as requested by customer
3. MFP will be connected to network queues.
4. Prints from all supported customer identified applications as listed in pre-install site survey will be tested and confirmed as working.
5. All required documentation turned over to the customer.
6. Network must be in good working order, and all passwords required for installation must be available. Recovery of lost passwords, time to locate passwords, and repair of preexisting problems will be billable to the customer at the current hourly rate.
7. Stand-alone installations do not require analyst support, but if boards for connectivity are added later, additional installation fees will apply.
8. It may be necessary to coordinate with other service providers who have been involved with the current configuration of your network. **Stan's – LPS Midwest** is not responsible for any fees charged by such service providers.
9. **Stan's – LPS Midwest** provides a 30-day warranty on all installation work as defined above. Installation fees include labor only. Any material used such as cables or memory are billed separately. Any changes made to the system after installation that change or effect functionality are not covered under this warranty.

Stan's – LPS Midwest provides a 30-day warranty on all installation work as defined above. Installation fees include labor only. Any material used, such as cables or memory are billed separately. Any changes made to the system after installation that change or effect functionality are not covered under this warranty.

Submitted By:



Nicholas Noverio
Sr. Account Manager
Stan's - LPS Midwest

Accepted By:

Crystal Lake School District #47

Signature

Title

Print name

Date

How Ricoh's U.S. Communities Program Satisfies Solicitation Requirements in Illinois

The U.S. Communities cooperative is a contract that any State & Local Government (SLG) organization or non-profit can feel comfortable using. Moreover, it is legal and should meet an organization's purchasing guidelines. The National Institute of Government Purchasing (NIGP) published a document which discusses cooperative purchasing and the benefits of a U.S. Communities contract.

These contracts ease the burden of SLG entities that are doing more today with fewer resources. The time and effort of writing, issuing, evaluating and negotiating an RFP has already been done for them by a peer. U.S. Communities provides the due diligence and oversight, so that the customer does not need worry.

Below are highlights of a number of the points from that document:

- **Co-ownership/Sponsorship:** Four of the largest municipal organizations representing purchasers, Cities, Counties, and Education co-founded and their executives sit on the board of U.S. Communities. The four are the National League of Cities, the National Association of Counties (NACO), the Association of School Business Officials (ASBO) and the United States Conference of Mayors.
- **Local Sponsorship:** Additionally, in many states, the local chapters of the above sponsors have also signed on as sponsors of U.S. Communities and the process that their contracts are bid, awarded and governed. In Washington, a number of state associations have reviewed the U.S. Communities program and made efforts to support the program. The Illinois Association of School Business Officials, the Illinois Municipal League and the Illinois Park and Recreation Association are all local sponsors of U.S. Communities.
- **Lead Agency/Advisory Board** - All contracts are bid by an organizational peer in the SLG community. These are true public, government bids that are competitively bid nationally. In addition, there is a selection committee comprised of the lead agency and several of the 30 Advisory Board members of U.S. Communities. The Advisory Board is made up of some of the largest public sector organizations in the country. These are government entities representing cities, counties, K-12 schools and higher education vertical customers. In the Midwest, the City of Chicago, Hennepin County (MN), the City of Kansas City (MO) and the State of Iowa are all members of this board.
- **Oversight:** Unlike most cooperative agreements that are presented in the public sector. U.S. Communities ensures supplier compliance and pricing for the entire term of the agreement. Each year there are internal and 3rd party audits conducted on suppliers. Ricoh has passed each of the performed audits.

Our current U.S. Communities contract was bid by the County of Fairfax, VA. It represented over 2,100 devices that were solicited for. The selection committee included the City and County of Denver, City of Kansas City, MO and Fresno Unified School District. Ricoh sold an estimated 100,000+ units and over \$2+ Billion in sales through our relationship as a U.S. Communities supplier. All the documentation that a customer will need for their files and any audits can be found at <http://www.uscommunities.org/suppliers/ricoh/ricoh-contract>.

Both U.S. Communities and Ricoh welcome our customers to take a good, hard look at cooperative purchasing and whether the contract being presented to them meets the high standards required in the public sector. Ricoh's corporate government team is happy to help in any way assist customers in better understanding this tremendous program. Mike Stowell is the Sr. National Contract Manager for Ricoh's U.S. Communities program. Mike can be reached at (913) 485-6852 or Mike.Stowell@ricoh-usa.com.

In addition, U.S. Communities Program Managers can be a tremendous source of information and assistance. Jennifer Sulentic is the Program Manager for U.S. Communities in Illinois. She can be reached at 773-633-0822 or via email at jsulentic@uscommunities.org. Both she and the Ricoh government team would be happy to make ourselves available for a conference call or meeting to discuss the included information further.

STAN'S

1375 S. Eastwood Drive
P.O. Box 1249
Woodstock, IL 60098
(815) 338-0549
Fax (815) 338-0567
www.stans.com

INVOICE

INVOICE # 352455
INVOICE DATE 04/02/20

BILL TO:

Email To: LNOONAN@D47.ORG

CRYSTAL LAKE SCHOOL DIST. #47
300 COMMERCE DRIVE
CRYSTAL LAKE, IL 60014

APR 03 2020

CUSTOMER #	PURCHASE ORDER #	TERMS	SALESPERSON
2496		DUE 04/12/20	
QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	Service/Supplies Agreement Invoice		
	Black Pages: 479,827	1,888.96	1,888.96
	Color Pages: 4,216	263.44	263.44
	Agreement # 701912		
	Billing Period: March 2020		
	Details Attached		
		Subtotal	2,152.40
		Sales Tax	0.00
		TOTAL	\$2,152.40

Past due invoices shall be due interest at the rate of 1.5% per month.

OK [Signature]

1002000033

Please return bottom portion with payment.

STAN'S

1375 S. Eastwood Drive
P.O. Box 1249
Woodstock, IL 60098
(815) 338-0549
Fax (815) 338-0567
www.stans.com

INV # 352455
INV DATE 04/02/20
CUST # 2496
CUST NAME CRYSTAL LAKE SCHOOL DIST. #47
INV AMT \$2,152.40

REMIT TO:

STAN'S - LPS MIDWEST
PO BOX 1249
WOODSTOCK, IL 60098-1249

AMOUNT
REMITTED: _____

