

COST PER IMAGE AGREEMENT



GREATAMERICA FINANCIAL SERVICES CORPORATION
625 FIRST STREET SE, CEDAR RAPIDS IA 52401
PO BOX 609, CEDAR RAPIDS IA 52406-0609

AGREEMENT NO.:

CUSTOMER ("YOU" OR "YOUR")

FULL LEGAL NAME: **Sandpoint Charter School, Inc.**

ADDRESS: **614 S Madison Ave Sandpoint ID 83864**

VENDOR (VENDOR IS NOT OUR AGENT AND IS NOT AUTHORIZED BY US TO ACT ON OUR BEHALF OR TO WAIVE OR ALTER ANY PROVISION OF THIS AGREEMENT)

Royal Business Systems **Spokane, WA**

EQUIPMENT AND PAYMENT TERMS

☐ SEE ATTACHED SCHEDULE

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES	NOT FINANCED UNDER THIS AGREEMENT	BEGINNING METER READING		MONTHLY IMAGE ALLOWANCE		EXCESS PER IMAGE CHARGE (PLUS TAX)	
		B&W	COLOR	B&W	COLOR	B&W	COLOR
Kyocera CS 5053ci Digital Color System	<input type="checkbox"/>			4,894	1,641	.009	.07
	<input type="checkbox"/>						
	<input type="checkbox"/>						
	<input type="checkbox"/>						
	<input type="checkbox"/>						
	<input type="checkbox"/>						
	<input type="checkbox"/>						
	<input type="checkbox"/>						
	<input type="checkbox"/>						
	<input type="checkbox"/>						
TOTAL CONSOLIDATED MONTHLY IMAGE ALLOWANCE AND EXCESS PER IMAGE CHARGES (IF CONSOLIDATED)							

EQUIPMENT LOCATION: **As Stated Above**

METER FREQUENCY: **Monthly**

TERM IN MONTHS: **63**

MONTHLY BASE PAYMENT AMOUNT: **\$338.92** (*PLUS TAX)

PURCHASE OPTION: **Fair Market Value**

SECURITY DEPOSIT:

CONTRACT

THIS AGREEMENT IS NON-CANCELABLE AND IRREVOCABLE. IT CANNOT BE TERMINATED. PLEASE READ CAREFULLY BEFORE SIGNING. THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF IOWA. ANY DISPUTE WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN LINN COUNTY, IOWA. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS AND WAIVE TRANSFER OF VENUE. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL.

CUSTOMER'S AUTHORIZED SIGNATURE

BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS TWO-PAGE AGREEMENT. THIS AGREEMENT IS BINDING WHEN WE EXECUTE THIS AGREEMENT AND PAY FOR THE EQUIPMENT.

(As Stated Above)

CUSTOMER

Mary J. Jensen
SIGNATURE

Mary J. Jensen Executive Director
PRINT NAME & TITLE

DATE

10/24/23

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

GreatAmerica Financial Services Corporation

OWNER

SIGNATURE

PRINT NAME & TITLE

DATE

UNCONDITIONAL GUARANTY

The undersigned, jointly and severally if more than one, unconditionally guarantee(s) that the Customer will timely perform all obligations under the Agreement. The undersigned also waive(s) any notification if the Customer is in default and consent(s) to any extensions or modifications granted to the Customer. In the event of default, the undersigned will immediately pay all sums due under the terms of the Agreement without requiring us to proceed against Customer or any other party or exercise any rights in the Equipment. The undersigned, as to this guaranty, agree(s) to the designated forum and consent(s) to personal jurisdiction, venue, and choice of law as stated in the Agreement, agree(s) to pay all costs and expenses, including attorney fees, incurred by us related to this guaranty and the Agreement, waive(s) a jury trial and transfer of venue, and authorize(s) obtaining credit reports.

SIGNATURE: **X**

INDIVIDUAL:

DATE:

SIGNATURE: **X**

INDIVIDUAL:

DATE:

CERTIFICATE OF DELIVERY AND ACCEPTANCE

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

SIGNATURE: **X**

NAME AND TITLE:

DATE:

ADDITIONAL TERMS AND CONDITIONS

AGREEMENT. You want us to now pay your Vendor for the equipment and/or software referenced herein, excluding equipment marked as not financed under this Agreement ("Equipment") and the amounts your Vendor included on the invoice to us for the Equipment for related installation, training, and/or implementation costs, and you unconditionally agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement will begin on the date the Equipment is delivered to you or any later date we designate. We may charge you a one-time origination fee of \$89.50. If any amount payable to us is past due, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars (\$26.00); or 2) the highest lawful charge, if less. Any security deposit will be returned upon full performance.

NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU UNDERSTAND WE ARE PAYING FOR THE EQUIPMENT BASED ON YOUR UNCONDITIONAL ACCEPTANCE OF IT AND YOUR PROMISE TO PAY US UNDER THE TERMS OF THIS AGREEMENT, WITHOUT SET-OFFS FOR ANY REASON, EVEN IF THE EQUIPMENT DOES NOT WORK OR IS DAMAGED, EVEN IF IT IS NOT YOUR FAULT.

IMAGE CHARGES AND OVERAGES. You are entitled to make the total number of images shown under Image Allowance (or Total Consolidated Image Allowance, if applicable) each period during the term of this Agreement. If you make more than the allowed images in any period, you will pay us an additional amount equal to the number of the excess images made during such period multiplied by the applicable Excess Per Image Charge. Regardless of the number of images made in any period, you will never pay less than the Base Payment Amount. You agree to provide us or the Vendor with the actual meter readings on any business day as designated by us or the Vendor, provided that we may estimate the number of images used if such meter readings are not received within five days after being requested. We will adjust the estimated charge for excess images upon receipt of actual meter readings. You agree that the Base Payment Amount and the Excess Per Image Charges may be proportionately increased at any time if Vendor's estimated average page coverage is exceeded. After the end of the first year of this Agreement and not more than once each successive twelve-month period thereafter, the Base Payment Amount and the Excess Per Image Charges (and, at our election, the Base Payment Amount and Excess Per Image Charges under any subsequent agreements between you and us that incorporate the terms hereof) may be increased by a maximum of 10% of the then existing payment or charge. Images made on equipment marked as not financed under this Agreement will be included in determining your image and overage charges.

EQUIPMENT USE. You will keep the Equipment in good working order, use it for business purposes only, not modify or move it from its initial location without our consent, and bear the risk of its non-compliance with applicable laws. You agree that you will not take the Equipment out of service and have a third party pay (or provide funds to pay) the amounts due hereunder. You must resolve any dispute you may have concerning the Equipment with the manufacturer or Vendor. You will comply with all laws, ordinances, regulations, requirements and rules relating to the use and operation of the Equipment. Your obligation (under this section) to keep the Equipment in good working order shall be deemed satisfied while you have a valid written full service maintenance agreement in effect with respect to the Equipment with Vendor.

VENDOR SERVICES. Payments under this Agreement may include amounts you owe your Vendor under a separate arrangement (for maintenance, service, supplies, etc.), which amounts may be invoiced by us on your Vendor's behalf for your convenience. You agree that at the end of the first year of this Agreement and once each successive twelve-month period, your Vendor may increase these amounts by an amount determined in Vendor's discretion, but not to exceed 10% of the then current amount. You will look solely to your Vendor for performance under any such arrangement or to address any disputes arising thereunder.

SOFTWARE/DATA. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.

NO WARRANTY. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU HAVE ACCEPTED THE EQUIPMENT "AS-IS". YOU CHOSE THE EQUIPMENT, THE VENDOR AND ANY/ALL SERVICE PROVIDER(S) BASED ON YOUR JUDGMENT. YOU MAY CONTACT YOUR VENDOR FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER OR VENDOR IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.

ASSIGNMENT. You may not sell, assign or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement or our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, the assignee will have our rights but will not be subject to any claim, defense, or set-off assertable against us or anyone else.

LOSS OR DAMAGE. You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. We are not responsible for, and you will indemnify us against, any claims, losses or damages, including attorney fees, in any way relating to the Equipment or data stored on it. In no event will we be liable for any consequential or indirect damages.

INSURANCE. You agree to maintain commercial general liability insurance acceptable to us. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 3% per annum.

TAXES. We own the Equipment. You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement. Sales or use tax due upfront will be payable over the term with a finance charge.

END OF TERM. At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew month to month unless a) you provide us written notice, at least 60 days prior to the End Date, of your intent to return the Equipment, and b) you timely return the Equipment to the location designated by us, at your expense. If a Purchase Option is indicated above and you are not in default on the End Date, you may purchase the Equipment from us "AS IS" for the Purchase Option price. If the returned Equipment is not immediately available for use by another without need of repair, you will reimburse us for all repair costs. You cannot pay off this Agreement or return the Equipment prior to the End Date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the amount we paid for the Equipment.

DEFAULT/REMEDIES. If a payment becomes 10+ days past due, or if you otherwise breach this Agreement, you will be in default, and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, discounted at 3% per annum; and we may disable or repossess the Equipment and use all other legal remedies available to us. You agree to pay all costs and expenses (including reasonable attorney fees) we incur in any dispute with you related to this Agreement. You agree to pay us 1.5% interest per month on all past due amounts.

UCC. You agree that this Agreement is (and/or shall be treated as) a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.

MISCELLANEOUS. This Agreement is the entire agreement between you and us relating to the Equipment and supersedes any prior representations or agreements, including any purchase orders. Amounts payable under this Agreement may include a profit to us. The parties agree that the original hereof for enforcement and perfection purposes, and the sole "record" constituting "chattel paper" under the UCC, is the paper copy hereof bearing (i) the original or a copy of either your manual signature or an electronically applied indication of your intent to enter into this Agreement, and (ii) our original manual signature. If a court finds any provision of this Agreement unenforceable, the remaining terms of this Agreement shall remain in effect. You authorize us to either insert or correct the Agreement number, serial numbers, model numbers, beginning date, and signature date, and acknowledge that if your Vendor filled in any blanks above, they did so on your behalf. All other modifications to the Agreement must be in writing signed by each party.

Royal Business Systems, Inc.

"Locally Owned Since 1990"

Maintenance Agreement

Customer PO# [Click or tap here to enter text.](#)

Customer Bill To:

<u>Sandpoint Charter School</u>		
<u>Forrest Bird</u>		
Customer Name		
<u>614 S Madison Ave</u>		
Street Address		
City	State	Zip
<u>Sandpoint ID 83864</u>		
Phone:	Fax:	
Customer Contact		

Customer Ship To:

Customer Name		
Street Address		
City	State	Zip
Phone:	Fax:	
Customer Contact		

Maintenance Agreement Coverage:

Agreement Start Date: [Click or tap here to enter text.](#)

For an annual, quarterly or monthly base charge plus overage charge, if any, ROYAL BUSINESS SYSTEMS, INC. factory trained personnel will render service on the below listed equipment during regular business hours in accordance with the terms and conditions set forth on the front and reverse side of this agreement.

MODEL	SERIAL #		SERVICE ID	START Meter	IMAGE ALLOWANCE		BASE CHARGE	OVERAGE (PER IMAGE)
CS 5053ci								
Black Meter Allowance					4,894		N/A	.009
Color 1 Meter Allowance								
Color 2 Meter Allowance								
Color 3 Meter Allowance					1,641		N/A	.07

Base Charge and Overage Billing Cycle:

Agreement Term: Consumable Coverage:

Base Billing: Select One Option <input checked="" type="checkbox"/> Monthly Base Billing <input type="checkbox"/> Quarterly Base Billing <input type="checkbox"/> Annual Base Billing <input type="checkbox"/> Cost per Copy	Overage Billing in Arrears Select One Option <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Other	Term: Select One Option <input checked="" type="checkbox"/> 63 Months <input type="checkbox"/> 48 Months <input type="checkbox"/> 39 Months <input type="checkbox"/> 36 Months <input type="checkbox"/> 12 Months <input type="checkbox"/> Other	Select All that Apply: <input checked="" type="checkbox"/> Black Toner Inclusive <input type="checkbox"/> Black Excluded <input checked="" type="checkbox"/> Color Toner Inclusive <input type="checkbox"/> Color Excluded <input checked="" type="checkbox"/> Drum Inclusive <input type="checkbox"/> Drum Excluded <input checked="" type="checkbox"/> Excludes Staples <input type="checkbox"/> Includes Staples <input checked="" type="checkbox"/> Excludes Paper
--	---	--	--

This Maintenance Agreement is non-refundable, non-transferable.

TLL V. J.
Royal Business Systems
10/17/23
Date

X Mary J. Jensen 10/20/23
Signature Date
Mary J. Jensen
Printed Name

VIP Maintenance Agreement

1. This Agreement is non-transferable and non-refundable; it becomes invalid upon moving or sale of the Equipment. Customer may not assign any rights or obligations under this Agreement without the prior written consent of Royal Business Systems. Customer represents that the Products and Equipment are for your own use (rather than resale).
2. **BASIC SERVICES:** Royal Business Systems will provide the following Basic Services under this Agreement:
 - A. **Repairs & Parts:** Royal Business Systems will adjustments and repairs necessary to keep Equipment in good working order. Parts required for repair may be new, reprocessed, or recovered.
 - B. **Hours & Exclusions:** Unless otherwise stated, Basic Services will be provided during our standard working hours (excluding recognized holidays) in areas within our specified territory open for repair service for the Equipment at issue. Basic Services shall cover repairs and adjustments required because of normal wear and tear or defects in materials or workmanship (and shall exclude repairs or adjustments Royal Business Systems determines to relate to or be affected by the use of options, accessories, or other connected products not serviced by Royal Business Systems as well as any non-Royal Business Systems alterations, relocation, service, supplies or consumables).
 - C. **Installation Site & Meter Readings:** The Equipment installation site must conform to Royal Business Systems requirements throughout the term of this Agreement. If applicable, you must provide meter readings in a manner prescribed by Royal Business Systems. If you fail to provide timely readings, Royal Business Systems may estimate them and bill you accordingly or terminate this Agreement at its sole discretion.
3. If Equipment is traded into Royal Business Systems for new Equipment, the unused portion of the Maintenance Agreement will be applied toward an extended warranty on the new copier.
4. **Pricing Changes for Multi-Year Agreements:** Royal Business Systems may annually adjust the Monthly Base and Overage Charges established under your multi-year Maintenance Agreement, each such increase not to exceed 10%. For state and local government customers, this adjustment shall take place at the commencement of each of your annual contract cycles.
5. Damage or loss resulting from abuse, misuse, and the use of unauthorized supplies, fire, theft, flooding or acts of God is not covered.
6. At the end of the term of this agreement (or any renewal term) this agreement will renew for another 12 months unless you provide us written notice of cancellation at least 60 days prior to the end date.
7. Customer agrees to supply a ground, dedicated electrical power outlet as required by manufacturer's specifications and a Royal Business Systems approved electrical surge protector.
8. Royal Business Systems will connect digital Equipment to computer system. An MIS representative from your company is responsible to set up network and maintain. Royal Business Systems is not liable for any computer malfunctions or crashes. Neither its licensors nor Royal Business Systems warrant that the Base or Application Software will be free from errors or that its operation will be uninterrupted. Royal Business Systems shall not be obligated (a) to support any Base or Application Software that is two or more generations older than current release or (b) to remedy coding errors if you have modified Base or Application Software. **Diagnostic Software:** Software used to maintain the Equipment and/or diagnose its failures or substandard performance (collectively "Diagnostic Software") is embedded in, resides in, or may be loaded onto the Equipment. The Diagnostic Software and method of entry or access to it constitute valuable trade secrets of Royal Business Systems. Title to the Diagnostic Software shall always remain solely with Royal Business Systems. You agree that (1) your acquisition of the Equipment does not grant you a license or right to use the Diagnostic Software in any manner and (2) that unless separately licensed by Royal Business Systems to do so, you will not use, reproduce, distribute, or disclose the Diagnostic Software for any purpose (or allow third parties to do so). You agree at all times (including subsequent to the expiration of this Agreement) to allow Royal Business Systems to access, monitor and otherwise take steps to prevent unauthorized use or reproduction of the Diagnostic Software.
9. Royal Business Systems will provide Managed Services remote support for a period of 30 days after installation of product at no charge. After the 30-day period Managed Services will be billed at the current rate of \$ 150.00 per incident. If you would like to purchase a block time of Managed Services and/or Professional Support please call your Account Representative or the Managed Services desk for more information and pricing. RBS will provide hardware related support at no charge for the life of any machine acquired from RBS as long as it is continuously covered by a RBS Maintenance Agreement and customer account is in good standing. * Price is subject to change without notice, please inquire with your account manager or the Managed Service technician for current rates.
 - A. Coping and paper tray configuration as provided by the manufacturer. This does not include third party applications or line of business applications.
 - B. Sending the customer online links to self-install OEM drivers and software updates.
 - C. The reconfiguration of the purchase/leased device network settings after a machine's hard failure.
10. Royal Business Systems will provide you with toner, developer, necessary labor and all parts deemed a requirement by Royal Business Systems throughout the term of this Maintenance Agreement if specifically included. (Shipping cost of supplies excluded.) All parts and supplies remain the property of Royal Business Systems until used by you and you agree that you will use them only with the Equipment. You will return any unused supplies to us at the end of this Agreement. Should your use of supplies exceed the typical use pattern (as determined by Royal Business Systems for these items by more than 10%, you agree that Royal Business Systems shall have the right to charge you for any such excess usage.
11. This Agreement constitutes the entire Agreement as to its subject matter, supersedes all prior and contemporaneous oral and written Agreements, and shall be construed under the laws of the State of Washington (without regard to conflict-of-law principles). All changes to this Agreement must be made in writing signed by both parties.

Royal Business Systems Inc.

"Locally owned since 1990"

2717 N Hogan St.
Spokane, Wa 99207
Ph (509) 928-6555
Fx (509) 928-6333

Sales Rep. Thomas Klippert	Date	Terms	Install Date	PO #
-------------------------------	------	-------	--------------	------

Sold To

Ship To:

Sandpoint Charter School Forrest bird
614 S Madison Ave
Sandpoint ID 83864
(208) 255-7771

Qty	P/N S/N	Description	Price	Amount
		Kyocera CS 5053ci		
		Print/Copy/Scan		
		Royal Lease Upgrade		

Terms:			Subtotal	
			Initial Set-up	
			Sales Tax	
			Delivery	
			Trade-in	
			Total Due	
			Amount Paid	

Additional Notes:

Service Agreement.
Maintenance includes toner, service, and parts.

Mary Jensen
Customer Signature

Executive Director
Title

10/20/23
Date