

PURCHASING: (916) 568-3071 • FAX: (916) 568-3145  
 ACCOUNTING OPS: (916) 568-3065 • FAX: (916) 286-3636

PLEASE SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

Date	Revision	Page
07/22/2015		1
Payment Terms	Freight Terms	Ship Via
NET 30	Shipping Point	Best Metho
Reference:	Location/ Dept	
1006972 ANDREWSA	04ADMN	

**Vendor:** 0000013810  
 US BANK  
 OFFICE EQUIP FINANCE SERVICES  
 PO BOX 790448  
 ST. LOUIS MO 63179-0448

**Ship To:** FOLSOM LAKE COLLEGE  
 RECEIVING  
 10 COLLEGE PARKWAY  
 FOLSOM CA 95630  
 United States

**email:**

**Bill To:** 1919 Spanos Court  
 Sacramento CA 95825-3981  
 United States

Tax Exempt? N

Line-Sch	Item/Description	Quantity UOM	PO Price	Extended Amt	Due Date
1- 1	S/N KZZ01173-92985 LEASE AGREEMENT CANON IMAGE RUNNER ADVANCE 8295 LEASE AGREEMENT AT \$331.45 + 24.86 (7.5% TAX) = \$356.31/MONTH X 12 MONTHS = \$4,275.71 7/1/15 - 6/30/16	1.00 LOT	4,275.71	4,275.71	05/01/2016

TERMS OF LEASE: 60 MONTHS WITH RAY MORGAN COMPANY  
 AT \$331.45 PER MONTH PLUS 7.5% TAX  
 2/1/13-6/30/13 FOR 4 MONTHS @\$356.31/ MONTH = \$1,425.24 (PO# 0001070089)  
 7/1/13-6/30/14 FOR 12 MONTHS @\$356.31/ MONTH = \$4,275.71 (PO# 0001072591)  
 7/1/14-6/30/15 FOR 12 MONTHS @\$356.31/ MONTH = \$4,275.71 (PO# 0001077398)  
 7/1/15-6/30/16 FOR 12 MONTHS @\$356.31/ MONTH = \$4,275.71 (PO# 0001082638)  
 7/1/16-6/30/17 FOR 12 MONTHS @\$356.31/ MONTH = \$4,275.71  
 7/1/17-1/31/18 FOR 8 MONTHS @\$356.31/ MONTH = \$2,850.48  
 TOTAL COST = \$19,877 PLUS APPLICABLE SALES TAX, UCC FILING FEE, ORIGINATION FEE

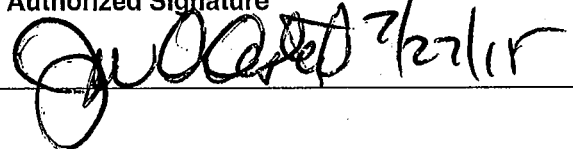
9/17/13 ADD THE FOLLOWING TO PO COMMENT PER GREG SMITH OF RAY MORGAN. VP  
 MONTHLY COPY ALLOWANCE = 10,000 AND OVERAGE = \$.0041

Sub Total Amount	4,275.71
Sales Tax Amount	0.00
Total PO Amount	4,275.71

BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	BYear
GENFD	5601	11	FL.VI.ELDO	67900	00000	041A	4,275.71	2016

0001006972HARMANJ22-JUL-2015

All shipments, invoices, and correspondence must be identified with our Purchase Order Number. Overshipments will not be accepted unless authorized by Buyer prior to shipment.

**Authorized Signature**  


Notice to vendor: You are responsible for delivering goods and delivery documents to the Receiving Department at the site. Failure to do so will delay payment processing. Vendor is responsible for obtaining verification of delivery by authorized Receiving Room personnel. Receipt of goods by other parties and failure to obtain authorized signatures may also delay payment. NOTE: PAYMENT TERMS NET 30  
 MATERIAL SAFETY DATA SHEETS (MSDS) must be provided with the delivery of product as required by law.

## LOS RIOS COMMUNITY COLLEGE DISTRICT

American River College • Cosumnes River College • Folsom Lake College • Sacramento City College

### PURCHASE ORDER TERMS AND CONDITIONS

1. **APPLICABLE LAW:** The contract resulting from this order shall be governed by the laws of the State of California
2. **COMPLETION OF ORDERS:** LRCCD reserves the right to withhold payment until order is completed.
3. **DISCOUNTS:** Please show cash payment discount offered on your invoice in connection with any discount offered, time will be computed from date of delivery of the supplies or equipment, or from date correct invoices are received in the office specified by LRCCD if the latter date is later than the date of delivery. Payment is deemed to be made for the purpose of earning discount, on the date payment is mailed or on behalf of LRCCD.
4. **INVOICES:** Invoices shall be prepared and submitted in duplicate unless otherwise specified. Invoices shall contain Purchase order number, date, description of items, sizes and quantities, unit prices, extended totals, place and date of delivery. Invoices or vouchers not on printed bill heads shall be signed by the CONTRACTOR or person furnishing the supplies or services. Every invoice shall be properly itemized. If LRCCD has not received billing for product or services within a one year period LRCCD will not be held responsible for satisfying the debt.
5. **CHANGES:** No change or modification in terms, quantities, or specifications may be made without express authorization in writing from the LRCCD Purchasing Office and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. If unit cost of any item exceeds the amount shown by 10% or \$250.00 whichever is less do not ship. Contact LRCCD Purchasing at the phone number provided.
6. **BILL OF LADING:** If Bill of Lading is applicable to this order, send originals to "Ship to" address and duplicate Bill of Lading with invoices to "Bill to" address. All correspondence, invoices, bills of lading, shipping memos, packages, etc., must show purchase order number. If factory shipment, advise factory to comply.
7. **TRANSPORTATION CHARGES:** Invoices for prepaid transportation charges must be supported by original receipted expense bills.
8. **FOB POINT AND FREIGHT CHARGES:** Unless otherwise specified on this order, all items shall be delivered FOB Destination. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, or for any other purpose will be paid by LRCCD unless expressly included and itemized in the order. Unless otherwise shown, on "FOB Shipping Point" transactions, CONTRACTOR shall arrange for lowest cost transportation, prepay and add freight to invoice and furnish supporting freight bills if the amount exceeds \$50.00. On "FOB Shipping Point" transactions, should any shipments under this purchase order be received by LRCCD in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the equipment and/or material, CONTRACTOR on request of LRCCD shall at CONTRACTOR's own expense assist LRCCD in establishing carrier liability by supplying evidence that the equipment and/or materials was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions. Shipments that are California intrastate in nature and where freight is to be borne by LRCCD shall be tendered to carriers with written instructions that rate and charges may not exceed the lowest lawful rates on file with the California Public Utilities Commission.
9. **PATENT INDEMNITY:** The CONTRACTOR shall hold LRCCD, its officers, agents and employees harmless from alleged liability of any nature or kind, including costs and attorney fees and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
10. **TAXES:** Certain articles sold to LRCCD are exempt from certain Federal excise taxes. LRCCD will reimburse the CONTRACTOR for, or pay directly, all California State and local sales and use taxes applicable to this purchase.
11. **EQUAL OPPORTUNITY EMPLOYER:** The acceptance of this purchase order by a supplier of goods and services is a certification that such supplier complies with all provisions of executive order 11246 and is an equal opportunity employer.
12. **GENERAL SAFETY ORDERS:** All materials, supplies and services sold to LRCCD shall conform to the general safety orders of the State of California. All materials, except as otherwise specified, must be new and of the best quality of their respective kinds.
13. **INDEMNIFICATION:** CONTRACTOR shall indemnify, defend and hold harmless LRCCD, its trustees, officers, agents, employees and volunteers, from any and all claims, demands, suits, causes of action, damages, penalties, breaches of this agreement, infringement of patent rights, costs, expenses, violations of employee occupational health and safety laws, attorney fees, losses or liability, property damage, personal injuries to or death of persons, arising out of, alleged to have arisen out of, or relating in any way to CONTRACTOR's work to be performed under this agreement, except if caused solely by the negligence of LRCCD.
14. **TERMINATION:** LRCCD may terminate this agreement and be relieved of the payment of any consideration to CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination LRCCD may proceed with the work in any manner deemed proper by LRCCD. The cost to LRCCD shall be deducted from any sum due the CONTRACTOR under this agreement and the balance if any, shall be paid the CONTRACTOR upon demand.
15. **ASSIGNMENT:** Without the written consent of LRCCD, this agreement is not assignable by CONTRACTOR either in whole or in part.
16. **PUBLIC WORKS PROJECTS:** CONTRACTOR must comply with Public Contract Code.
17. **CA LABOR CODE:** Pursuant to Section 1700, and following, the CONTRACTOR shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the Business Office of the Los Rios Community College District, 1919 Spanos Court, Sacramento, CA 95825. Those copies shall be made available to any interested party upon request. The CONTRACTOR shall forfeit, as penalty to the LRCCD, Fifty Dollars (\$50.00) for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for any work done under the contract by him/her or by any subcontractor under him, in violation of the provisions of such Labor Code.
18. **NOTICE:** Your employees may be exposed to hazardous substances during the course of their work while on LRCCD property. For additional information on the hazardous substances that your employees may be exposed to contact the LRCCD General Services Department at (916) 568-3048.
19. **INSURANCE:** CONTRACTOR shall, at all times, maintain in full force and effect the following insurance: Workers' Compensation, Commercial General Liability, Auto Liability, and Professional Liability if licensed professional. Policy limits for each shall be at least \$1,000,000 AND \$3,000,000 AGGREGATE for bodily injury, personal injury and property damage. Any combination of General Liability and Excess Coverage can be combined to meet the Aggregate. LRCCD shall be named as an additional insured on CONTRACTOR's policies. The CONTRACTOR shall provide a certificate of insurance and required endorsements to comply with this section at least 15 days prior to commencement of work under this contract. The certificate shall state that LRCCD will be given 30 days notice of any material change or cancellation in coverage.
20. **DISQUALIFIED EMPLOYEES:** CONTRACTOR shall ensure that persons who perform services on LRCCD property have not been convicted of any felony, or any controlled substance offense or any sex offense as those terms are defined by Education Code section 87008-87010. If LRCCD determines that any person employed by CONTRACTOR to work on LRCCD property is incompetent, unfaithful, intemperate, disorderly, abusive or is otherwise unsatisfactory, CONTRACTOR shall cause that employee to be removed from working on LRCCD property immediately, and that person shall not be employed again on LRCCD property.
21. **WORK AUTHORIZATION:** Prior to LRCCD's acceptance of this Agreement, CONTRACTORS who are not U.S. citizens must provide verification of (a) work authorization status from the appropriate U.S. Department of State; (b) a copy of their U.S. visa; (c) the number of days present in the U.S.; and (d) tax treaty status. LRCCD shall not make any payments to CONTRACTOR unless CONTRACTOR holds the appropriate U.S. visa. CONTRACTOR is responsible for ensuring they are in possession of the appropriate visa.
22. **WARRANTY:** CONTRACTOR expressly warrants that all materials, goods, equipment, services, and/or labor shall conform to the requirements set forth or incorporated into this order and any applicable industry standards or requirements, shall be merchantable and free from defects in workmanship, materials and/or design (including latent defects), and shall perform as specified. CONTRACTOR further warrants that all materials, goods, equipment, services, and/or labor will be fit and sufficient for the particular purposes intended by LRCCD. Unless agreed upon otherwise between LRCCD and CONTRACTOR, the warranty period shall be the longer of: (a) any express warranty included in this service agreement; (b) one year after the materials, goods, equipment, services, and/or labor are accepted by LRCCD; or (c) any warranty period provided under any applicable California law.

# Requisition

PO# 0001082638

**Vendor:** US BANK  
OFFICE EQUIP FINANCE SERVICES  
PO BOX 790448  
ST. LOUIS MO 63179-0448  
United States

**Ship To:** RECEIVING  
6699 CAMPUS DRIVE  
PLACERVILLE CA 95667

<b>Business Unit:</b> GENFD		<b>APPROVED</b>
Req ID:	Date	Page
0001006972	07/01/2015	1
Requester		Bldg#
Adrienne Andrews		OPS
Requester Signature		
Buyer: Christina Gallarzo		
Approved: HARMANJ 22-JUL-2015		

Line-Schd	Description	Quantity	UOM	Price	Extended Amt	Due Date
1-1	S/N KZZ01173-92985 LEASE AGREEMENT CANON IMAGE RUNNER ADVANCE 8295 LEASE AGREEMENT AT \$331.45 + 24.86 (7.5% TAX) = \$356.31/MONTH X 12 MONTHS = \$4,275.71 7/1/15 - 6/30/16	1	LOT	4,275.71	4,275.71	07/01/2015

Total Requisition Amount: 4,275.71

TERMS OF LEASE: 60 MONTHS WITH RAY MORGAN COMPANY  
AT \$331.45 PER MONTH PLUS 7.5% TAX  
2/1/13-6/30/13 FOR 4 MONTHS @\$356.31/ MONTH = \$1,425.24 (PO# 0001070089)  
7/1/13-6/30/14 FOR 12 MONTHS @\$356.31/ MONTH = \$4,275.71 (PO# 0001072591)  
7/1/14-6/30/15 FOR 12 MONTHS @\$356.31/ MONTH = \$4,275.71 (PO# 0001077398)  
7/1/15-6/30/16 FOR 12 MONTHS @\$356.31/ MONTH = \$4,275.71 (PO# )  
7/1/16-6/30/17 FOR 12 MONTHS @\$356.31/ MONTH = \$4,275.71  
7/1/17-1/31/18 FOR 8 MONTHS @\$356.31/ MONTH = \$2,850.48  
TOTAL COST = \$19,877 PLUS APPLICABLE SALES TAX, UCC FILING FEE, ORIGINATION FEE

9/17/13 ADD THE FOLLOWING TO PO COMMENT PER GREG SMITH OF RAY MORGAN. VP  
MONTHLY COPY ALLOWANCE = 10,000 AND OVERAGE = \$.0041

<u>BU</u>	<u>Acct</u>	<u>Fd</u>	<u>Org</u>	<u>Prog</u>	<u>Sub</u>	<u>Proj</u>	<u>Amount</u>
GENFD	5601	11	FL.VI.ELDO	67900	00000	041A	4,275.71

Approval Signature	Approval Signature	Approval Signature
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PO No.	Vendor	Line	Voucher	Descr	Date	Posted	Unit	Acct	Fund	Dept	Prog	Class	FY	Proj	Expended	Check #	Journal ID	
0001070089	US BANK	1	00373490	4/5/2013	4/4/2013	4/4/2013	GENFD	5601 11	11	FL.VA.ELDO	67900	00000	2013	041A	331.45	012597	AP02005152	
0001070089	US BANK	1	00374325	MAY 2013	4/11/2013	4/11/2013	GENFD	5601 11	11	FL.VA.ELDO	67900	00000	2013	041A	357.96	0094670699	AP02005474	
0001070089	US BANK	1	00376267	JUNE 2013	5/9/2013	5/9/2013	GENFD	5601 11	11	FL.VA.ELDO	67900	00000	2013	041A	357.96	0094672325	AP02006704	
0001070089	US BANK	1	00378715	07/05/13	6/6/2013	6/6/2013	GENFD	5601 11	11	FL.VA.ELDO	67900	00000	2013	041A	278.43	0094674593	AP02008079	
0001070089	US BANK	2	00373490	4/5/2013	4/4/2013	4/4/2013	GENFD	5601 11	11	FL.VA.ELDO	67900	00000	2013	041A	26.51	012597	AP02005152	
0001070089	US BANK	2	00378715	8% SALES TAX FOR LINE# 1, \$26.	6/6/2013	6/6/2013	GENFD	5601 11	11	FL.VA.ELDO	67900	00000	2013	041A	79.53	0094674593	AP02008079	
0001070089	US BANK	3	00373490	Origination Fee	4/4/2013	4/4/2013	GENFD	5601 11	11	FL.VA.ELDO	67900	00000	2013	041A	79.50	012597	AP02005152	
0001070089	US BANK	4	00373490	Tax on origination fee	4/4/2013	4/4/2013	GENFD	5601 11	11	FL.VA.ELDO	67900	00000	2013	041A	6.37	012597	AP02005152	
0001070089	US BANK	5	00373490	UCC Filing Fee	4/4/2013	4/4/2013	GENFD	5601 11	11	FL.VA.ELDO	67900	00000	2013	041A	35.00	012597	AP02005152	
															1,552.71			
															(1,546.11)			
															6.60			
															Overcharge			

PO No.	Vendor	Line	Voucher	Long Descr	Date	Posted	Unit	Acct	Fund	Dept	Prog	Class	FY	Proj	Expended	Check #	Journal ID	
0001072591	US BANK	1	00382089	07/05/13 - 08/05/13 232512046	7/31/2013	7/31/2013	GENFD	5601 11	11	FL.VA.ELDO	67900	00000	2014	041A	357.96	012696	AP02011027	
0001072591	US BANK	1	00382478	08/05/13 - 09/05/13	8/7/2013	8/7/2013	GENFD	5601 11	11	FL.VA.ELDO	67900	00000	2014	041A	357.96	0094679390	AP02011338	
0001072591	US BANK	1	00384931	09/05/13-10/05/13 INV236655775	9/16/2013	9/16/2013	GENFD	5601 11	11	FL.VA.ELDO	67900	00000	2014	041A	357.96	0094684790	AP02012951	
0001072591	US BANK	1	00386692	10/05/13 - 11/05/13	10/8/2013	10/8/2013	GENFD	5601 11	11	FL.VA.ELDO	67900	00000	2014	041A	357.96	0094688450	AP02013766	
0001072591	US BANK	1	00389283	11/05/13 - 12/05/13	11/12/2013	11/12/2013	GENFD	5601 11	11	FL.VA.ELDO	67900	00000	2014	041A	357.96	0094690311	AP02015111	
0001072591	US BANK	1	00391168	02/05/13-01/05/14	12/5/2013	12/5/2013	GENFD	5601 11	11	FL.VA.ELDO	67900	00000	2014	041A	357.96	0094691955	AP02015840	
0001072591	US BANK	1	00392464	01/05/14 - 02/05/14	1/8/2014	1/8/2014	GENFD	5601 11	11	FL.VA.ELDO	67900	00000	2014	041A	357.96	0094693280	AP02016580	
0001072591	US BANK	1	00395775	02/05/14-03/05/14	2/20/2014	2/20/2014	GENFD	5601 11	11	FL.VA.ELDO	67900	00000	2014	041A	357.96	0094695843	AP02018075	
0001072591	US BANK	1	00398422	4/5/2014	3/25/2014	3/25/2014	GENFD	5601 11	11	FL.VA.ELDO	67900	00000	2014	041A	357.96	012905	AP02019359	
0001072591	US BANK	1	00399797	04/05/14 - 05/05/14	4/11/2014	4/11/2014	GENFD	5601 11	11	FL.VA.ELDO	67900	00000	2014	041A	357.96	0094698840	AP02020000	
0001072591	US BANK	1	00401993	05/05/14 - 06/05/14	5/13/2014	5/13/2014	GENFD	5601 11	11	FL.VA.ELDO	67900	00000	2014	041A	357.96	0094700040	AP02021206	
0001072591	US BANK	1	00405012	06/05/14 - 07/05/14	6/10/2014	6/10/2014	GENFD	5601 11	11	FL.VA.ELDO	67900	00000	2014	041A	357.96	0094701297	AP02022453	
															4,295.52			
															(4,275.72)			
															19.80			
															Overcharge			

PO No.	Name	Line	Voucher	Descr	Date	Posted	Unit	Acct	Fund	Dept	Prog	Class	FY	Proj	Expended	Reference	Journal ID	
0001077398	US BANK	0	00407287	07/05/14 - 08/05/14 (1072591)	7/10/2014	7/10/2014	GENFD	5601 11	11	FL.VI.ELDO	67900	00000	2015	041A	357.96	0094702649	AP02023748	
0001077398	US BANK	1	00409020	8/12/14	8/14/2014	8/14/2014	GENFD	5601 11	11	FL.VI.ELDO	67900	00000	2015	041A	357.96	0094703960	AP02025455	
0001077398	US BANK	1	00412496	10/12/2014	10/4/2014	10/6/2014	GENFD	5601 11	11	FL.VI.ELDO	67900	00000	2015	041A	357.96	0094706854	AP02027367	
0001077398	US BANK	1	00413239	10/5/14	10/10/2014	10/10/2014	GENFD	5601 11	11	FL.VI.ELDO	67900	00000	2015	041A	357.96	013093	AP02027563	
0001077398	US BANK	1	00414744	S/N KZZ01173-92985 MAINTENANCE	11/4/2014	11/4/2014	GENFD	5601 11	11	FL.VI.ELDO	67900	00000	2015	041A	357.96	0094708228	AP02028410	
0001077398	US BANK	1	00416576	12/12/14	12/1/2014	12/1/2014	GENFD	5601 11	11	FL.VI.ELDO	67900	00000	2015	041A	357.96	0094709248	AP02029220	
0001077398	US BANK	1	00419746	2/5/2015	1/15/2015	1/15/2015	GENFD	5601 11	11	FL.VI.ELDO	67900	00000	2015	041A	357.96	0094710953	AP02030612	
0001077398	US BANK	1	00421107	2/12/15	2/3/2015	2/3/2015	GENFD	5601 11	11	FL.VI.ELDO	67900	00000	2015	041A	357.96	0094711727	AP02031365	
0001077398	US BANK	1	00423995	3/12/15	3/11/2015	3/11/2015	GENFD	5601 11	11	FL.VI.ELDO	67900	00000	2015	041A	357.96	0094713928	AP02032775	
0001077398	US BANK	1	00426033	4/12/2015	4/2/2015	4/2/2015	GENFD	5601 11	11	FL.VI.ELDO	67900	00000	2015	041A	357.96	0094714599	AP02033685	
0001077398	US BANK	1	00429618	6/5/2015	5/14/2015	5/14/2015	GENFD	5601 11	11	FL.VI.ELDO	67900	00000	2015	041A	357.96	0094716348	AP02035857	
0001077398	US BANK	1	00431897	7/5/2015	6/9/2015	6/9/2015	GENFD	5601 11	11	FL.VI.ELDO	67900	00000	2015	041A	357.96	0094717661	AP02037097	
															4,295.52			
															(4,275.72)			
															19.80			
															Overcharge			

Total Overcharge FY13-FY15 46.20



PO # 000/0/0089



Ray Morgan Company

Equipment Lease Agreement

AGREEMENT NUMBER

This document is written in "Plain English". The words you and your refer to the customer. The words Owner, we, us and our refer to Ray Morgan Company. Every attempt has been made to eliminate confusing language and create a simple, easy-to-read document

CUSTOMER INFORMATION

Full legal name of customer: Los Rios Community College District
Street address: 1919 Spanos Ct
City: Sacramento, State: CA, ZIP: 95825, Phone: 916-568-3058, Fax:
Billing name of different from above:
City: State: ZIP: Federal tax ID: #

Equipment location of different from above: 6699 Campus Dr Placerville, CA 95667

MAKE/MODEL/YEAR/DESCRIPTION SERIAL NO.

IRA 8295

RENTAL TERMS RENTAL PAYMENT AMOUNT SECURITY DEPOSIT

Term in Months: 60 (mos.)
Payments of \$: 331.45 (plus applicable taxes)
Rental Payment Period is Monthly \$ 0.00 (plus applicable taxes)
Unless Otherwise Indicated

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT. THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

TERMS AND CONDITIONS

OWNER ACCEPTANCE

DATED: OWNER: SIGNATURE: TITLE:

CUSTOMER ACCEPTANCE

By signing below, you certify that you have reviewed and do agree to all conditions and terms of this Agreement on this page and on page 2 attached herein.

DATED: 01/30/13 CUSTOMER: Los Rios Community College District SIGNATURE: [Signature] TITLE: Director II General Services

DATED: CUSTOMER: SIGNATURE: X TITLE: PRINT NAME:

GUARANTEE

As additional inducement for us to enter into the Agreement, the undersigned ("you") secondarily, jointly and severally, guarantee to the customer that the customer will make the payments and meet all obligations required under this Agreement and any supplements hereto and hereby. You agree that we may make other arrangements including consignment or retention with the customer and you agree all notices of these changes and will remain responsible for the payment and obligations of this Agreement. We do not have to notify you if the customer defaults. If the customer defaults, you will immediately pay in accordance with the default provision of the Agreement all sums due under the terms of the Agreement and all portion of the obligations of the agreement. It is necessary for us to proceed legally to enforce this guarantee, you expressly consent to the jurisdiction of the court set out in paragraph 15 and agree to pay 28 cents, including attorney fees incurred in enforcement of this guarantee. It is necessary for us to proceed first against the customer before enforcing this guarantee. By signing this guarantee, you authorize us to obtain credit reports for credit and collection purposes.

PRINT NAME OF GUARANTOR: SIGNATURE: X Date:

ACCEPTANCE OF DELIVERY

You certify that the equipment listed above was taken into use, the delivery and installation has been fully completed and satisfactory. Further, all conditions and terms of this Agreement have been reviewed and acknowledged. Upon your signing below, your process herein will be irrevocable and unconditional in all respects. You warrant and agree that we have purchased the equipment from the supplier, and you may contact the above supplier for your warranty only, which we warrant to you for the term of the Agreement. Your request as indicated in our purchase of the equipment from the supplier is a condition precedent to the effectiveness of this Agreement.

DATED: CUSTOMER: SIGNATURE: X TITLE:



1. **AGREEMENT:** You agree to rent from us the personal property described under "MAKE MODEL/ITEM DESCRIPTION" and as modified by supplements to this Master Agreement from time to time stated by you and us (such property and any upgrades, replacements, repairs and additions referred to as "Equipment") for business purposes only. You agree to all of the terms and conditions contained in this Agreement and any attachments, which together constitute a complete statement of our Agreement regarding the listed equipment ("Agreement") and supersede any purchase order or extending invoice. This Agreement may be modified only by written agreement and will be in effect from the date of performance. This Agreement becomes void upon expiration by us and will begin on the next commencement date and will continue through the following month for the number of consecutive months shown. You also agree to pay to Owner the amount for the use of the equipment prior to the due date of the final payment. The term will be extended automatically for successive 12 month terms unless you send us written notice you do not want it renewed at least ninety (90) days before the end of any term. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein that remain in full force and effect in that jurisdiction and all others.
2. **RENT:** Rent will be payable as installments, each in the amount of the basic payment shown plus any applicable sales tax, use tax, plus 1/12th of the amount estimated by us to be personal property tax on the Equipment for each year of this Agreement. You will pay the security deposit on the date you sign this Agreement. Subsequent installments will be payable on the first day of each rental payment period shown beginning after the first rental payment period. We will have the right to apply all sums received from you, in any amount, to and over the use of the terms of this Agreement. In the event of a default, a \$20.00 check charge will be assessed. The security deposit will be retained by us to compensate us for our documentation, processing and other expenses. If for any reason, your check is returned for nonpayment, a \$20.00 check charge will be assessed.
3. **OWNERSHIP OF EQUIPMENT:** We are the owner of the equipment and have sole title to the equipment (excluding software). You agree to keep the equipment free and clear of all liens and claims.
4. **WARRANTY DISCLAIMER: WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABILITY. YOU AGREE THAT YOU HAVE SELECTED THE SUPPLIER AND EACH ITEM OF EQUIPMENT USED HEREIN UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US OR ANY SUPPLIER. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. THE SUPPLIER IS NOT AN AGENT OF OURS AND NOTHING THE SUPPLIER STATES CAN AFFECT YOUR OBLIGATION UNDER THE AGREEMENT. YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST SUPPLIER.**
5. **LOCATION OF EQUIPMENT:** You will keep and use the equipment only at your address shown above and you agree not to move it without our agreement. At the end of the Agreement's term, you will return the Equipment to a location you specify at your expense, in satisfactory condition, in working order, and in complete repair.
6. **LOSS OR DAMAGE:** You are responsible for the risk of loss or destruction of or damage to the equipment. No such loss or damage releases you from the payment obligations under this Agreement. You agree to promptly notify us in writing of any loss or damage and you will pay to us the greater value of the total of all unpaid payments for the MILEIN plus the estimated fair market value of the Equipment at the end of the originally scheduled term, whichever is greater. If its percent (15%) per year. Any proceeds of insurance will be paid to us and applied, at our option, against any loss or damage.
7. **COLLATERAL PROTECTION AND INSURANCE:** You agree to keep the equipment fully insured against loss with us as loss payee in the amount of the origin cost until this agreement is terminated. You also agree to obtain a general liability policy from someone who is acceptable to us and include us as additional insured on the policy. You shall provide us with certificates of insurance of the policy. Each policy must include a clause requiring the insurer to give us written notice of any alteration or cancellation of the policy. We are under no duty to ascertain the existence of the policy. You will be held liable if any such policy does not comply with these requirements. If you fail to provide appropriate property damage coverage certificate, we may make a profit on this program. As long as you remain current, in the event of a loss, property damage coverage up to .0035 of the equipment cost as a result of our increased administrative costs and credits. We may make a profit on this program. As long as you remain current, in the event of a loss, including losses resulting from intentional acts, the replacement value of the equipment will be applied against any loss or damage as per paragraph 6. You must be current to benefit from this program. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF YOUR RESPONSIBILITY FOR LIABILITY COVERAGE ON THE EQUIPMENT.
8. **INDEMNITY:** We are not responsible for any loss or injury caused by the installation or use of the equipment. You agree to hold us harmless and reimburse us for loss and to defend us against any claims for losses or injury caused by the equipment.
9. **TAXES AND FEES:** You agree to pay when levied all taxes (including personal property tax, fees and penalties) and fees relating to this Agreement or the Equipment. You agree to (a) reimburse us annually for all personal property taxes which we are required to pay as Owner of the Equipment or the rental to us each month our estimate of the monthly equivalent of the annual property taxes to be assessed. We will file all personal property tax returns and you agree to pay us a process fee for making such filings. In addition you agree to pay us a UCC filing fee of \$35.00 and reimburse us for all costs involved in documenting and recording this Agreement. You further agree to pay us \$70.00 on the day the first payment is due as the origination fee. We reserve the right to charge late fees upon termination of this Agreement either by force-up, buy-out or default. Any fee charged under this Agreement may include a profit.
10. **ASSIGNMENT:** YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT. WE MAY SELL, ASSIGN, OR TRANSFER THIS AGREEMENT. YOU AGREE THAT IF WE SELL, ASSIGN, OR TRANSFER THIS AGREEMENT, THE NEW OWNER WILL HAVE THE SAME RIGHTS AND BENEFITS THAT WE HAVE NOW AND WILL NOT HAVE TO PERFORM ANY OF OUR OBLIGATIONS. YOU AGREE THAT THE RIGHTS OF THE NEW OWNER WILL NOT BE SUBJECT TO ANY CLAIMS, DEFENSES, OR SET-OFFS THAT YOU MAY HAVE AGAINST US.
11. **DEFAULT AND REMEDIES:** If you do not pay any rental payment or other sum due to us or other party when due or if you break any of your promises in this Agreement or any other agreement with us, you will be in default. If any part of a payment is more than 45 days late, you agree to pay a late charge of 10% of the payment which is late or if less, the maximum charge allowed by law. If you are ever in default, we may retain your security deposit and all our options, we can terminate or cancel this Agreement and require that you pay (1) the unpaid balance of this Agreement (discounted at 8%), (2) the amount of any purchase option and (3) the cost of interest on any unpaid balance at the rate of 8% per annum. We may also use any of the remedies available to us under Article 2A of the Uniform Commercial Code as a remedy in the State of Owner or its Assignee or any other law. If we retain the Agreement to an attorney for collection, you agree to pay our reasonable attorney's fees and actual court costs. If we have to take possession of the equipment, you agree to pay the cost of repossession. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR ANY DEFAULT BY US UNDER THIS AGREEMENT. You agree that you will do your best to recover from your third parties but you are liable. It is further agreed that your right and remedies are governed exclusively by this Agreement and you waive Customer's rights under Article 2A(608-622) of the UCC.
12. **UCC FILING:** You grant us a security interest in the equipment if this agreement is deemed a secured transaction and you authorize us to record a UCC-1 financing statement or similar instrument, and appoint us your attorney-in-fact to execute and deliver such instrument in order to show our interest in the equipment.
13. **SECURITY DEPOSIT:** The security deposit is non interest bearing and is to secure your performance under this Agreement. Any security deposit made may be applied by us to satisfy any amount owed by you, in which event you will properly endorse the security deposit to its full amount as set forth above. If all conditions herein are fully complied with and provided you have not ever been in default of this Agreement per paragraph 17, the security deposit will be returned to you after the return of the equipment in accordance with paragraph 6.
14. **CONSENT TO LAW, JURISDICTION, AND VENUE:** This Agreement shall be deemed fully executed and performed in the state of Owner or its Assignee's principal place of business and shall be governed by and construed in accordance with its laws. If the Owner or the Assignee shall bring any judicial proceeding in relation to any matter arising under this Agreement, the Customer irrevocably agrees that any such matter may be adjudicated or litigated in any court or courts in the state of the Owner or its Assignee's principal place of business, or in any court or courts in Customer's state of residence, or in any other court having jurisdiction over the Customer or assets of the Customer, at the sole election of the Owner. The Customer hereby irrevocably waives generally and unconditionally to the jurisdiction of any such court as elected by Owner in relation to such matters. You waive trial by jury in any action between us.
15. **UPGRADE/DOWNGRADE PROVISION: AFTER ACCEPTANCE OF THE AGREEMENT AND UPON YOUR REQUEST, WE MAY RENEW YOUR RENTAL VOLUME AND PROPOSE OPTIONS FOR UPGRADING OR DOWNGRADING TO ACCOMMODATE YOUR NEEDS.**
16. **TERMINATION BILLING:** In order to provide a timely transition and a certain billing cycle, the "Effective Date" of this Agreement will be the twentieth (20th) day of the month following installation of the new products (for example, if the new equipment is installed June 25th (the "Installation Date"), the Effective Date of the agreement will be June 20th). Customer agrees to pay a prorated amount for the period between the Installation Date and the Effective Date. The payment for the termination period will be based on the minimum usage payment provided on a 30 day minimum rental and will be added to the customer's first invoice. In addition, should this agreement replace an existing long term agreement, a CLOSING BILL on the agreement being replaced, up to the Installation Date, will be sent approximately a week to ten days after delivery of the new equipment. Customer agrees to pay for these CLOSING BILL charges as they represent product and services provided under the prior agreement, up to the Installation Date of the new product(s).
17. **FINANCE LEASE:** This is a "finance lease" as defined in the Uniform Commercial Code regarding "UCC" (UCC 2A-309). You waive rights under UCC 2A-309. You may be entitled to the purchase and warranty (if any) provided to us by the Supplier, and you may contact the Supplier for a statement thereof. We hereby transfer to you all automatically transferrable warranties, if any, made to us by the Supplier. You shall give us access to the Equipment Location to inspect the Equipment, and you agree to pay our related costs.
18. **LESSEE GUARANTY:** You agree to submit the original master lease documents with the security deposit to the Lessor via overnight courier the same day of the last invoice transmission of the lease documents. Should we fail to receive these originals, you agree to be bound by the faxed or electronic copy of this Agreement with appropriate signatures on both sides of the document. Lessee waives the right to challenge in court the validity of a faxed copy of this Agreement and the faxed copy shall be considered the original and shall be the binding Agreement for the purposes of any enforcement action under paragraph 11.

#### FOR MUNICIPALITIES ONLY

- 16-A. **CUSTOMER COVENANTS:** The Customer covenants and warrants that (1) there is, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the payments scheduled to come due and to meet its other obligations under the Agreement and such funds have not been expended for other purposes; and
- (2) that there is no action, suit, proceeding or investigation pending, or threatened in any court or other tribunal or competent jurisdiction, state or federal or before any public board or body, which in any way would (a) restrain or impede the delivery of the Agreement or the ability of the Customer to make its Base Payments (as set out above); (b) constitute a claim of liability for the execution or delivery of, or the validity of, the Agreement; or (c) curtail the existence and powers of the Customer, nor in these any basis for any such action, suit, proceeding or investigation; and
- (3) that the equipment will be operated and controlled by the Customer and will be used for essential government purposes and will be essential for the term of the Agreement.
- (4) Customer has not previously terminated an agreement for non-appropriation, except as specifically described in a letter appended hereto.
- 16-B. **SIGNATURES:** Each signatory warrants that he/she is duly authorized with the governing relevant legal and regulatory provision and has full power and authorization to bind Customer. By signing for Customer (either personally or through a duly authorized signatory), the signatory certifies that he/she is duly authorized to sign for Customer and that a resolution of the governing body of Customer authorizing execution of the Agreement has been duly adopted and remains in full force and effect.
- 16-C. **NON APPROPRIATION:** In the event Customer is in default under the Agreement because:
1. Funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into and the Agreement is not renewed;
  2. Such non appropriation did not result from any act or failure to act of customer;
  3. Customer has exhausted all funds legally available for all payment due under the Agreement; and
  4. There is no other legal procedure by which payment can be made to Owner. Then, provided that (a) Customer has given Owner written notice of the occurrence of paragraph 1 above thirty (30) days prior to such occurrence; (b) Owner has received a written opinion from Customer's consultant verifying the same within (10) days thereafter; and (c) the Customer does not directly or indirectly purchase, rent or in any way acquire any equipment, the approval and execution of the Agreement shall be deemed to be a condition precedent to the execution of the Agreement. Customer's consent for such matters shall be to terminate the Agreement and the fiscal period during which notice is given, retain the advance payments, if any, and/or not use or rent the equipment as Owner in its sole discretion may desire without any duty or liability to Customer.

14444 - 12/08/2011



# Los Rios Community College District Requisition

Page \_\_\_\_\_ of \_\_\_\_\_

Req. No. <span style="background-color: yellow; padding: 2px;">808492</span>
P.O. NO.

Vendor Code	DATE <u>5/12/15</u> US BANK
Approved by / Date	VENDOR OFFICE EQUIP FINANCE SERVICES
Reviewed by / Date	ADDRESS PO BOX 790448
Dispatched Method / Date	CITY ST. LOUIS STATE MO ZIP <sup>63179-</sup> 0448
	PHONE _____ FAX _____

DELIVERY INSTRUCTIONS	
04EDCB	
Location Code	
EDC Administration	
College/District Location	Department
OPS	
Division	Date Required

ITEM	DESCRIPTION GIVE COMPLETE DESCRIPTION, INCLUDING CAT. NO. & SIZES	ORDERED		AMOUNT	
		QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
	*Use additional paper if necessary and please reference requisition number. DO NOT USE A SECOND REQUISITION.				
1	S/N KZZ01173-92985 Maintenance Agreement Canon Image	1.0	LOT	3,977.40	3,977.40
2	Runner Advance 8295 Lease Agreement at \$331.45/month			4,275.72	
3	X 12 months = \$3,977.40				
4	07/01/15--06/30/16				
5	Terms of Lease: 60 months with Ray Morgan Company at				
6	#331.45 per month X 60 months.				
7	02/01/13-06/30/13 for 5 mos @ \$331.45/MO = \$1,657.25				
8	07/01/13-06/30/14 for 12 mos @ \$331.34/MO= \$3,977.40				
9	07/01/14-06/30/15 for 12 mos @ \$331.45/MO= \$3,977.40				
10	07/01/15-06/30/16 for 12 mos @ \$331.45/MO= \$3,977.40				
11	07/01/16-06/30/17 for 12 mos @ \$331.45/MO= \$3,977.40				
12	07/01/17-01/31/18 for 8 mos @ \$331.45/MO= \$2,320.15				
13	Total cost=\$19,877 plus applicable sales tax 7.50% (1,490.78) = \$21,367.78				
Purchases Charged to Categorical Programs, Grants or Special Projects				Sales Tax	
This purchase is in compliance with the requirements of _____					
Program Name					
For grants/special projects					
Program Director/Coordinator Signature				Project/Grant Number	
				Total	
				\$3,977.40	
				4,275.72	

I hereby certify the items/services listed above are to be obtained in accordance with District Regulation 8323, Section 4, Conflict of Interest, and all other applicable district, state, and federal policies, rules, regulations and laws.

Adrienne Andrews	05/12/15	
REQUESTED BY:	TYPED/PRINT	DATE
REQUESTED BY:	SIGNATURE	DATE
AUTHORIZED:	DEAN OR AUTHORIZED SIGNATURE	DATE
APPROVED:	VICE PRESIDENT, ADMINISTRATION	DATE

GENFD / 5601 / 11 / FL.VI.ELDO				
Bus. Unit	Account	* Fund	Org	
67900	/00000	/2016	/041A	4,275.72
				\$3,977.40
Program	Sub-Class	BY	Proj/Grnt	Amount
/	/	/	/	
Bus. Unit	Account	* Fund	Org	\$
/	/	/	/	
Program	Sub-Class	BY	Proj/Grnt	Amount
/	/	/	/	

\* Asset Location - For equipment purchases over \$200 (Accounts 6490, 6495 and computers) complete the area below indicating the final location where equipment will be housed.

Location Code \_\_\_\_\_ Dept. \_\_\_\_\_

Building \_\_\_\_\_ Room No. \_\_\_\_\_

Instructions on Reverse