

STATE & LOCAL FAIR MARKET VALUE LEASE (DEALERS)

Dealer: Commonwealth Mailing Solutions

Agreement Number

Your Business Information

Marion County Board of Education

61-6001309

Full Legal Name of Lessee	DBA Name of Lessee	Tax ID # (FEIN/TIN)	
755 E Main Street	Lebanon	KY	40033
Billing Address: Street	City	State	ZIP+4
Teresa Preston	(270) 692-3721		
Billing Contact Name	Billing Contact Phone #	Billing Account #	
755 E Main Street	Lebanon	KY	40033
Installation Address (if different from billing address): Street	City	State	ZIP+4
Teresa Preston	(270) 692-3721		
Installation Contact Name	Installation Contact Phone #	Installation Account #	
Fiscal Period (from – to)	Lessee PO #	Delivery Account #	

Your Business Needs

Qty	Business Solution Description
1	SVDF DM225 Digital Meter System
1	1FA1 Basic Accounting 25 Dept
1	PRP5 MPC1 5 LB Integrated Weighing Platform
1	PR00 Meter for DM225
1	SJ20 IntelliLink Subscription, PP, SG Rate Updates
1	1FS4, 7PR0, FD99 USPS Special Svcs, Tracking Svcs Activation, Confirm Svcs Welcome Kit
1	PTJ1, PTJN, PTK1 SendPro Postal Access, Single User, Web Browser Integration

If green products are identified on this Lease, the equipment covered herein includes remanufactured products that have gone through our factory certification testing process.

Settlement Information

☐ **Competitive Buyout:** At your request, we included in the amount we used to calculate your Monthly Payment the sum of \$ _____ ("Pay Off Amount"), which we will pay to you by check. You shall use the Pay Off Amount to reduce, or discharge, your obligations on your lease with _____ (former lessor), lease # _____, dated _____ (See Section L14 on page 2 for settlement information).

☐ **PBGS Trade-Up:** You understand that the balance owed from your existing lease # _____ ("Existing Lease") with PBGS has been carried forward onto this Agreement.

☐ The balance referenced in the Competitive Buyout or PBGFS Trade-Up sections above represents more than 50% of the cost of the new equipment.

Your Payment Plan

Number Of Months	Monthly Amount*	Billing Frequency
First 63	\$113	Quarterly
Next		

Initial Term: 63 Months

(☐) Required advance check of \$ _____ received

(x) Tax Exempt Certificate Attached

(☐) Tax Exempt Certificate Not Required

*Does not include any applicable sales, use, or property taxes which will be billed separately.

Your Signature Below

Non-Appropriations. You warrant that you have funds available to pay all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to pay all payments in each subsequent fiscal period through the end of your Lease Term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to pay the payments is denied, you may terminate this Lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this Lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this Lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the Equipment and any Meters at your expense.

By signing below, you agree to be bound by all the terms of this Lease, including those contained on page 2 and those located in the Pitney Bowes Terms (Dealers) (Version 4/16), which are available at www.pb.com/dealerterms and are incorporated herein by reference. **You acknowledge that you may not cancel this Lease for any reason, except as expressly set forth in Sections L11 and L12 below, and that all payment obligations are unconditional.** This Lease will be binding on PBGSF only after it has completed its credit and documentation approval process, and an authorized Pitney Bowes employee has signed below. This Lease requires you to provide proof of insurance. Any term not defined in this Lease shall have the meaning set forth in the Pitney Bowes Terms (Dealers).

Lessee Signature	Date
Taylor Schlosier	Superintendent
Print Name	Title
teresa.preston@marion.kyschools.us	
Email Address	

Pitney Bowes Signature	Date
Print Name	Title

Sales Information

Rebecca Streif

Account Rep Name

Commonwealth Mailing Solutions

Dealer Name

LEASE TERMS AND CONDITIONS

The following provisions apply whenever you lease Equipment from PBGFS.

L1. DEFINITIONS

L1.1 Capitalized terms that are not defined in this document are defined in the Pitney Bowes Terms for Dealers.

L2. AGREEMENT

L2.1 You are leasing the Equipment listed on the Order.

L2.2 **You may not cancel this Lease for any reason except as expressly set forth in Sections L11 and L12 below. All payment obligations are unconditional.**

L2.3 You authorize us to file a Uniform Commercial Code financing statement naming you as debtor/lessee with respect to the Equipment.

L3. PAYMENT TERMS

L3.1 We will invoice you quarterly in arrears for all payments on the Order (each, a "Quarterly Payment"), except as provided in any statement of work attached to the Order. You will make each Quarterly Payment by the due date shown on our invoice.

L3.2 Your Quarterly Payment may include an origination fee, amounts carried over from a previous unexpired lease, software license and maintenance fees and other charges.

L3.3 Any Meter Rental fees and SLA fees (collectively "PBI Payments"), will be included with your Quarterly Payment and begin with the start of the Lease Term (as defined below). After the Initial Term, your Quarterly Payment will increase if your PBI Payments increase.

L4. EQUIPMENT OWNERSHIP

We own the Equipment. PBI owns any Meter. Except as stated in Section L6, you will not have the right to become the owner of the Equipment at the end of this Agreement.

L5. LEASE TERM

The Lease term is the number of months stated on the Order ("Lease Term").

L6. END OF LEASE OPTIONS

L6.1 During the 90 days before your Lease ends, you may, if not in default, select one of the following options:

- (a) enter into a new lease with us;
- (b) purchase the Equipment "as is, where is" for fair market value; or
- (c) return the Equipment and Meter in its original condition, reasonable wear and tear excepted and pay us our then applicable processing fee (including any applicable equipment return fee). If you return the Equipment and Meter, you will, as specified by us, either properly pack and return them to us in the return box and with the shipping label provided by us or furnish them to such service carrier as we specify to pick up and ship them to us.

L6.2 If you do not select one of the options in Section L6.1, you will be deemed to have agreed to enter into successive 12-month annual extensions of the term of this Agreement. You may choose to cancel the automatic extensions by giving us written notice between 120 days and 30 days before the Lease expires (unless the law requires the period to be shorter). Upon cancellation, you agree to either return all items pursuant to Section L6.1(c) or purchase the Equipment.

L7. WARRANTY AND LIMITATION OF LIABILITY

L7.1 PBGFS, AND ANY OF ITS AFFILIATES, MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM INTERFERENCE OR INFRINGEMENT.

L7.2 WE ARE NOT LIABLE FOR ANY LOSS, DAMAGE (INCLUDING INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES), OR EXPENSE CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT.

L8. EQUIPMENT OBLIGATIONS

L8.1 **Condition and Repairs.** You will keep the Equipment free from liens and in good repair, condition, and working order.

L8.2 **Inspection.** We may inspect the Equipment and related maintenance records.

L8.3 **Location.** You may not move the Equipment from the location specified on the Order without our prior written consent.

L9. RISK OF LOSS

L9.1 **Risk of Loss.**

- (a) You bear the entire risk of loss to the Equipment from the date of shipment by PBI until the Equipment is

returned to, and received by, us, regardless of cause, ordinary wear and tear excepted ("Loss").

(b) No Loss will relieve you of any of your obligations under this Lease. You must immediately notify us in writing of any Loss.

(c) To protect the equipment from loss, you will keep the Equipment insured against Loss for its full replacement value under a comprehensive policy of insurance or other arrangement with an insurer of your choice, provided that it is reasonably satisfactory to us ("Insurance"). YOU MUST CALL US AT 1-800-732-7222 AND PROVIDE US WITH EVIDENCE OF INSURANCE.

L10. MAINTENANCE TERMS

If you checked the box for "Service by Dealer or other third party" in the Order, the SLA of the Pitney Bowes Terms (Dealers) with respect to maintenance service does not apply.

L11. NON-APPROPRIATION

You warrant that you have funds available to pay all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to pay all payments in each subsequent fiscal period through the end of your Lease Term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to pay the payments is denied, you may terminate this Lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this Lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this Lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the Equipment and any Meters at your expense.

L12. EARLY TERMINATION

You further warrant that you intend to enter into this Lease for the entire stated Term and you acknowledge that we have relied upon such represented intention when determining the applicable pricing plan. If you cancel or terminate this Lease prior to expiration of the stated Term (other than for non-appropriations), you shall pay a termination charge equal to the net present value of the monthly payments remaining through the completion of the term, discounted to present value at a rate of 6% per year. The foregoing paragraph shall supersede Section G5.1(b) of the Pitney Bowes Terms (Dealers).

L13. MISCELLANEOUS

L13.1 If more than one lessee is named in this Lease, liability is joint and several.

L13.2 You, and any guarantor signing the Order or any documents executed in connection with this Lease, agree to furnish us financial information upon request. Each of these persons authorizes us to obtain credit reports on them now and in the future.

L13.3 YOU MAY NOT ASSIGN OR SUBLET THE EQUIPMENT, THE METER OR THIS LEASE WITHOUT OUR PRIOR WRITTEN CONSENT, WHICH WILL NOT BE UNREASONABLY WITHHELD. ANY ASSIGNMENT WITHOUT OUR CONSENT IS VOID.

L13.4 We may sell, or assign all or any part of this Lease or the Equipment. Any sale or assignment will not affect your rights or obligations under this Agreement.

L14. SETTLEMENT INFORMATION

If you checked the Competitive Buyout checkbox on the Order, you are solely responsible for the obligations under the lease to the former lessor specified on the Order and for determining the amounts due thereunder; any assistance provided by us was done at your request and as a convenience to you, and we are not responsible for any errors or omissions which occurred in collecting information concerning that lease. You will be solely responsible for any amounts above the Pay Off Amount due under that lease. Regardless of any dispute concerning amounts due under that lease, you shall pay all payments due to us, and perform all other obligations, under this Lease. Your obligation to repay to us the Pay Off Amount is unconditional. If this Lease is cancelled, terminated, or is ineffective for any reason (except if conditionally terminated in contemplation of a new lease between you and us), the Pay Off Amount shall become immediately due and owing to us (regardless of



whether you may have been released in whole or in part from

| the obligation to pay other sums under this Lease).