

**SALES ORDER**

SHIP TO			BILL TO		
Name	Boone County Schools - IGNITE Institute		Cust No		
Address			Boone County Board of Ed		
37 Atlantic Ave			8330 US 42		
Address			Address		
City	State	Zip	City	State	Zip
Erlanger	KY	41018	Florence	KY	41042
Phone	Fax		Phone	Fax	

**PRIMARY CONTACTS**

Primary	Susan Hemingway	Title	
Email	<a href="mailto:susanne.hemingway@boone.kyschools.us">susanne.hemingway@boone.kyschools.us</a>	Phone	
IT	Jehan M. Ghouse	Title	Purchasing Administrator
Email	<a href="mailto:jeihan.ghouse@boone.kyschools.us">jeihan.ghouse@boone.kyschools.us</a>	Phone	(859) 282-2540
Accounting	Jehan M. Ghouse	Title	Purchasing Administrator
Email	<a href="mailto:jeihan.ghouse@boone.kyschools.us">jeihan.ghouse@boone.kyschools.us</a>	Phone	(859) 282-2540

**EQUIPMENT / SOLUTIONS****SEE SCHEDULE A****ADDITIONAL INFORMATION**

Service agreement for Konica Minolta C659 (ID #G16143, SN A9K6011002440)

**PURCHASE SUMMARY****SALES PRICE (PLUS APPLICABLE TAXES) \$****SERVICE AGREEMENT****MFP / PRINTER**

Agreement is valid for one year and covers all parts, labor and supplies except paper and staples.

BLACK: Bills at \$0.00 per month. Includes 0 copies per month. Excess at \$0.00290 per copy.

COLOR: Bills at \$0.00 per month. Includes 0 copies per month. Excess at \$0.03200 per copy.

Excess charges bill: Monthly ☒ Quarterly

For service billing details see: Fleet Agreement MPS Agreement Schedule A

**ORDER ACCEPTANCE**

Sales Representative	Date
Authorized Signer	Date
Print Name of Authorized Signer	Purchase Order

THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF ARE INCORPORATED IN AND MADE PART OF THIS AGREEMENT AND SUPERSEDES ALL OTHER DOCUMENTATION PERTAINING TO THE SALE AND/OR MAINTENANCE OF THE ABOVE ITEMS.

Corporate Headquarters: 4720 Glendale Milford Rd, Cincinnati, OH 45242 | 513.769.0606 | Fax: 513.769.0080 | [www.totalprosource.com](http://www.totalprosource.com)

## TERMS AND CONDITIONS

Customer hereby agrees to the following terms and conditions.

1. This Agreement shall become binding once approved and accepted by Prosource. This Agreement is not a sale on approval or trial basis. Provisions of this Agreement, once accepted by Prosource, constitute the entire Agreement between Customer and Prosource and supersede all other written or oral communication between the parties. Prosource is specifically not bound by any oral or written representations made by its employees or salespersons to Customer which do not appear herein in writing. This Agreement may not be cancelled or altered after acceptance without Prosource's written consent.
2. All rights, title or interest to the equipment or supplies described herein shall remain the property of Prosource (or its leasing agent) until paid in full.
3. Customer shall pay all federal, state and local sales, use, property, excise or other taxes imposed on or with respect to the equipment.
4. Prosource makes no warranty, expressed or implied, of fitness for a particular use or merchantability.
5. All invoices are due and payable within forty-five (45) days from the date of invoice and Customer agrees to pay interest at a rate of 1 1/2% per month on any amounts not paid within those forty-five (45) days. Customer shall pay Prosource's costs in the collection of any amount due hereunder, in the recovery of any property pursuant hereto or in the enforcement of its rights against Customer, including attorney's fees whether or not suit be brought. Prosource reserves the right to hold service in the event customer's account balance is delinquent. If an account balance is delinquent, Prosource can declare any and all Agreements with the customer delinquent and hold service or supplies accordingly. If payment is not received by Prosource in accordance with payment terms, Prosource, at its option, may require a physical inspection of the equipment prior to acceptance of a new Service Agreement, with all costs incurred billed to the Customer.
6. Prosource shall not be liable for failure to deliver or for delays due to causes beyond our control, including without limitation, strikes, non-delivery, or delays by shippers, carriers or others, accidents, or government acts.
7. To the extent permissible under Kentucky law, Customer hereby jointly and severally releases, acquits, forgives and discharges Prosource from any actions, claims, demands, suits, Agreements, judgments, liabilities, and proceedings, whether arising in equity or in law, as relates to this Agreement, and arising from the pick-up and disposal of Trade-In equipment. This release shall remain binding upon all successors in interest and personal representatives of the contracting parties, to the extent permitted by law.
8. Customer agrees that Prosource shall not incur any liability to Customer for any loss of business, loss of products, loss of data, expenses, or any other damage, direct, indirect or consequential, arising out of or in connection with the use or performance of this equipment.
9. All correspondence, notices, and inquiries should be directed to: Prosource, Attn: Customer Service, 4720 Glendale-Milford Rd., Cincinnati, Ohio 45242 or by email: customerservice@totalprosource.com.

## SERVICE AGREEMENT

1. This Agreement is NON-CANCELLABLE for the term of the Agreement. Prosource may terminate this Agreement in the event equipment is modified, altered or serviced by personnel other than those employed by Prosource or its authorized servicing partners. This Agreement is non-refundable and will be renewed at the end of the contract period on a month-to-month basis unless notification in writing is received within thirty (30) days prior to the renewal date. The Agreement is subject to annual increases not to exceed 10%. In the event Prosource cannot offer a regular Service Agreement because normal maintenance and parts replacement can no longer keep the equipment in satisfactory operating condition, at the sole discretion of Prosource, a Conditional Service Agreement may be offered. Customer shall not assign or transfer this Agreement or any interest herein to a third party without the proper written permission of Prosource. This Service Agreement is transferable to new equipment purchased from Prosource.
2. Prosource agrees to provide on-site service availability Monday through Friday, excluding holidays, from 8:00 A.M. to 5:00 P.M., and to keep the equipment in good working order while operated in accordance with published specifications while the equipment is located within Prosource's area of responsibility. Customer shall provide proper electrical service to the Equipment, and shall provide an environment that is reasonably free of dust, humidity, hazardous chemicals or erratic temperature changes. Failure to provide a proper Equipment Environment may negate the terms of this Agreement. Customer agrees to provide full and free physical access during the on-site hours in this Agreement. Service rendered under the Service Agreement excludes any: (a) service or parts required by damage caused by accident, neglect, misuse, altering the equipment, unfavorable environmental conditions, electric current fluctuations, work performed by other than a representative of Prosource, or any force of nature, (b) service required due to the use of supplies not approved by Prosource, (c) service connected with the unauthorized relocation of equipment. In the event that the equipment is moved from the location set forth in this Agreement, at Prosource's option, this Agreement may be terminated and/or additional service charges may be made. Prosource agrees to provide toner in sufficient quantity appropriate to the Customer's usage and the manufacturer's published yields which are based on the industry standards of 80% coverage black and white and 20% coverage full color. In the event that the Customer's actual yield varies from the manufacturer's published yields by more than 20%, Prosource reserves the right to remedy this variance by either adjusting the amount of toner provided or adjusting the rate(s) of this Agreement or invoicing Customer for excess toner used.
3. Remote device configuration and connectivity support is included as a part of your equipment installation fee and Service Agreement. Installation includes, as necessary, the installation of drivers on up to 5 local computers. Print Server and Print Queue installation is the responsibility of the Customer. Additional on-site connectivity and networking support beyond device connection and device configuration settings is not included and will be provided at the Prosource prevailing rates.
4. Customer Agrees to the installation of the Prosource Device Monitoring Agent for the purposes of collecting use, supply, and device performance data. The Customer agrees to provide the use (meter readings) for all devices that cannot be monitored by the agent. For the purposes of billing, if readings are unavailable, Prosource will estimate the reading based on the available history of use. If readings are not provided for two consecutive months, Prosource reserves the right to move the non-reporting device to a flat rate per month adequate to cover the anticipated use. The rate will be based upon the 6-month history reading of the device, and if that data is not available, the Business Equipment Index (BEI) average monthly use for the device. Prosource has the right to withhold service and supply replenishment for the withholding or manipulation of meter counts. Customer agrees to provide notification to Prosource of system upgrades that may impact performance of the monitoring agent or covered devices, and any restriction or hazard to physical access which will impede the delivery of service and support under this Agreement. Customer agrees to remote access to the Equipment via Prosource Device Monitoring Agent 24 hours a day.
5. Customer Agrees that Service Agreement invoices will be for a minimum of \$50.00, and that Prosource, at its sole discretion, may adjust the billing frequency to cause invoices to reach or exceed the \$50.00 minimum.