



FLOYD COUNTY BOARD OF EDUCATION  
Danny Adkins, Superintendent  
442 KY RT 550  
Eastern, KY 41622  
Telephone (606) 886-2354 Fax (606) 886-4550  
www.floyd.kyschools.us

Sherry Robinson- Chair - District 5  
William Newsome, Jr., Vice-Chair - District 3  
Linda C. Gearheart, Member - District 1  
Dr. Chandra Varia, Member- District 2  
Rhonda Meade, Member - District 4

## ISSUE PAPER

Date: 2/17/2020

**Consent Agenda Item (Action Item):** Consider/ Approve lease agreement on two Canon I.R.6555I and one Canon I.R.3525I Copiers/Printers for South Floyd Elementary School.

**Applicable Statute or Regulation:** KRS 162.90 Powers and duties of the local board.

**Fiscal/Budgetary Impact:** Cost of leasing the copier/printer is \$853.91 a month for 60 months. Part will be paid from Title 1 and part will be paid from Section 6.

**History/Background:** Given the age and current condition of the copier being used at SFES, we are in need of new replacements. Copiers/ printers are used for faculty and staff for instructional purposes. We are currently down to one copier, which requires frequent repairs. The cost of repairs will reduce with the lease of new replacements.

**Recommended Action:** Approve the agreement as presented for leasing the copier/ printer.

**Contact Person(s):** Brook Moore 263-6175

Brook Moore  
Principal

[Signature]  
Director

Danny Adkins Jr.  
Superintendent

*C & R Office Supply*  
210 2ND STREET PIKEVILLE, KY 41501  
(606) 437-6262 OR (800) 926-1269  
FAX (606) 437-6263  
www.ashlandoffice.com

EQUIPMENT — OFFICE SUPPLIES — SCHOOL SUPPLIES — FURNITURE

2ea Canon I.R.6555I Copier

2ea Stapler Finisher-V2 (Stapler Sorter with Hole Punch)

1ea Canon I.R.3525I Color Copier

1ea Inner Finisher-K1 (Stapler Sorter)

1ea Copier Stand

\$1.00 Buyout Lease 0 Down

60mo  
\$853.91

The Lease Payment Inculdes Service that covers all parts, labor  
and Black Toner for the Lease Term

Cost Per Copy Service Contract that covers all parts, labor and  
Color Toner .03¢ per copy (\$30.00 Per 1,000 Copies)



# Ashland Office Supply, Inc.

2100 29TH STREET • P.O. Box 2409

Ashland, Kentucky 41101

Phone (606) 329-1400

Toll Free 1 (800) 926-1267

FAX (606) 329-2452

CUSTOMER

ADDRESS

CITY

AND

STATE

ZIP

ASHLAND OFFICE SUPPLY, INC. agrees to provide maintenance service on the equipment and accessories describe below, subject to the terms and conditions noted on the reverse side hereof.

MACHINE AT:

INVOICE TO:

NAME

NAME

STREET

STREET

CITY

STATE

ZIP

CITY

STATE

ZIP

DATE

CUSTOMER P.O. #

CUSTOMER ACCOUNT #

INVOICE #

BRANCH OFFICE

TERRITORY CODE

METER READING ON EFFECTIVE DATE

MODEL	SERIAL #	LOCATION	MAINTENANCE CHARGE	SPECIAL PROV
CANON I.R. 65684		The Lease Payment Includes Service That Covers all Part's, Labor and Black Toner! for Lease Term of 60 months COST Per Copy Service Contract That Covers all Part's, Labor and Color Toner - 0.31 per copy		
CANON I.R. 65661				
CANON I.R. 36251				

EFFECTIVE FROM:

CUSTOMER

BY

TITLE

DATE

BY

TITLE

DATE



# CENTRAL LEASING COMPANY

LESSOR

2112 29th Street  
Ashland, Kentucky 41101

LESSEE NO. \_\_\_\_\_

COMMITMENT DATE \_\_\_\_\_

RENTAL COMMENCEMENT DATE \_\_\_\_\_

QUANTITY	SERIAL NO.	EQUIPMENT (MANUFACTURER, TYPE, MODEL NO., DESCRIPTION)
1 ea		CANON I.R. 6555 I COPIER
1 ea		CANON I.R. 6555 I COPIER
1 ea		CANON I.R. 3525 I COPIER
1 ea		FINISH - V2 (STAPLER SUPPLY WITH HOLE PUNCH)
1 ea		FINISH - V2 (STAPLER SUPPLY WITH HOLE PUNCH)
1 ea		FINISH - V2 (STAPLER SUPPLY)

LOCATION OF EQUIPMENT: Street Address South Floyd Elementary 294 Mt. Road 1.00 Buyout Lease  
State KY County Floyd City Hi-Hat Down

## INITIAL TERM

AMOUNT OF EACH RENT PAYMENT  
(including Sales Tax or Tax on Rent)

853.91

RENTALS WILL  
BE MADE ☒ MONTHLY  
☐ QUARTERLY  
☐ OTHER

INITIAL TERM OF LEASE  
(NUMBER OF MONTHS)

60 mo

NUMBER OF RENTAL  
PAYMENTS

60 mo

## AFTER INITIAL TERM

ANNUAL RENEWAL RENTAL

\$ XXXX

## TERMS AND CONDITIONS OF LEASE

Lessor hereby leases to Lessee, and Lessee hereby leases and rents from Lessor the personal property described above, or if separately scheduled, in the Schedule hereto annexed, marked Schedule "A" and made a part hereof together with all replacement parts, repairs, additions and accessories incorporated therein and/or attached thereto (said personal property and other items herein collectively referred to as "Equipment") upon the following terms and conditions:

1. NO WARRANTIES BY LESSOR OR ANY ASSIGNEE OF LESSOR. LESSEE ACKNOWLEDGES THAT IT HAS SELECTED BOTH (A) THE EQUIPMENT LISTED ABOVE AND (B) THE SUPPLIER NAMED BELOW FROM WHOM LESSOR IS TO PURCHASE SAID EQUIPMENT. IN THIS RESPECT, LESSEE ACKNOWLEDGES THAT LESSOR IS NOT THE MANUFACTURER OF SAID EQUIPMENT NOR THE AGENT OF SAID MANUFACTURER. LESSEE FURTHER ACKNOWLEDGES THAT LESSOR HAS NOT MADE AND DOES NOT MAKE ANY WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED OF ANY KIND WHATSOEVER WITH RESPECT TO THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO: (1) AS TO THE FITNESS, DESIGN OR CONDITION OF THE EQUIPMENT, (2) AS TO THE MERCHANTABILITY OF THE EQUIPMENT OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, (3) AS TO THE QUALITY OR CAPACITY OF THE EQUIPMENT, THE MATERIALS IN THE EQUIPMENT OR WORKMANSHIP IN THE EQUIPMENT, (4) AS TO ANY LATENT DEFECTS IN THE EQUIPMENT, (5) AS TO ANY PATENT INFRINGEMENT, AND (6) AS TO THE COMPLIANCE OF THE EQUIPMENT WITH ANY REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT PERTAINING THERETO. LESSEE FURTHER ACKNOWLEDGES THAT IT IS LEASING SAID EQUIPMENT FROM LESSOR IN AN "AS IS" CONDITION AND THAT NO DEFECT OR UNFITNESS OF THE EQUIPMENT SHALL RELIEVE LESSEE OF LESSEE'S OBLIGATION TO PAY RENT, OR ANY OTHER OBLIGATION LESSEE MAY HAVE TO LESSOR UNDER THE TERMS OF THIS LEASE. IT IS AGREED THAT LESSOR SHALL HAVE NO OBLIGATION TO INSTALL, ERECT, TEST, ADJUST, REPAIR OR SERVICE THE AFORESAID EQUIPMENT.

2. NO ORAL AGREEMENT, GUARANTEE, PROMISE, CONDITION, REPRESENTATION OR WARRANTY, NOR ANY ORAL MODIFICATION HEREOF SHALL BE BINDING. No prior conversations, agreements, or representations related to this lease or to the Equipment hereinabove referred to are integrated herein. None of the terms of this lease shall be changed or modified except in writing executed by the Lessor and the Lessee.

3. SUPPLIER NOT AN AGENT. LESSEE UNDERSTANDS AND AGREES THAT NEITHER SUPPLIER, NOR ANY SALESMAN OR OTHER AGENT OF SUPPLIER, IS AN AGENT OF LESSOR. NO SALESMAN OR AGENT OF SUPPLIER IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OR CONDITION OF THIS LEASE, AND NO REPRESENTATION AS TO EQUIPMENT OR ANY OTHER MATTER BY SUPPLIER SHALL IN ANY WAY AFFECT LESSEE'S DUTY TO PAY RENT AND PERFORM ITS OTHER OBLIGATIONS AS SET FORTH IN THIS LEASE.

4. NON-CANCELLABLE LEASE. THIS LEASE CANNOT BE CANCELLED OR TERMINATED EXCEPT AS EXPRESSLY PROVIDED HEREIN.

5. ORDERING EQUIPMENT. Lessor agrees to order the Equipment from Supplier. Lessee agrees to arrange for delivery of Equipment so that it can be accepted in accordance with Paragraph 7 hereof within 180 days after the date on which Lessor accepts Lessee's offer to enter into this Lease (which date Lessor is authorized to fill in above as "Commitment Date"). Lessee hereby authorizes Lessor to insert in this Lease the serial numbers, and other identification data of Equipment when determined by Lessor.

6. DELIVERY AND INSPECTION. Lessee will inspect the Equipment within five (5) business days after its delivery to Lessee. Unless within such five (5) day period Lessee gives Lessor written notice specifying any defect in or other proper objection to the Equipment, Lessee agrees that it will be conclusively presumed, as between Lessor and Lessee, that (a) Lessee has fully inspected the Equipment; (b) The Equipment is in full compliance with the terms of this Lease; (c) The Equipment is in good condition (operating and otherwise) and repair; and (d) Lessee has accepted the Equipment from the Supplier thereof. If Lessor shall request, Lessee shall furnish Lessor a written statement setting forth the matters stated in (a), (b), (c), and (d) and also approving the invoice of said Equipment or portion thereof. Notwithstanding the aforesaid, in the event the usual time of installation of such Equipment exceeds the aforesaid five (5) business day period, then so long as said Equipment is properly installed by Lessee or Supplier, as may be applicable, the aforesaid five (5) business day period shall begin to run on the date following the completion of said installation; provided further, however, that in no event shall said five (5) business day period begin to run later than thirty (30) days after said Equipment has been delivered to Lessee.

## SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS WHICH ARE PART OF THIS LEASE

Lessee requests Lessor to purchase the above-described Equipment from Supplier and to lease said Equipment to Lessee upon the terms and conditions of this Lease; and upon written acceptance hereof signed at the Lessor's office by an authorized employee of Lessor, Lessor agrees to lease said Equipment to Lessee. The undersigned agree to all the terms and conditions of this Lease as set forth above and on the reverse side hereof.

SUPPLIER OF EQUIPMENT (COMPLETE ADDRESS)

C & R OFFICE SUPPLY  
180 TOWN MOUNTAIN RD.  
SUITE 101  
PIKEVILLE, KY 41501

FULL LEGAL NAME AND ADDRESS OF LESSEE

Floyd County Board of Ed

OBA South Floyd Elementary

CENTRAL LEASING COMPANY  
LESSOR

PLEASE PRESS FIRMLY

NAME OF LESSEE Floyd County Board of Ed  
Full name of individual (include middle initial) or Corporate name

X BY \_\_\_\_\_

BY \_\_\_\_\_

Date Executed 8/20/20

LEASE

C & R OFFICE SUPPLY  
180 TOWN MOUNTAIN RD.  
SUITE 101  
PIKEVILLE, KY 41501

Central Leasing

Addendum to Agreement

FISCAL FUNDING (FOR MUNICIPALITIES ONLY) You warrant that you have funds available to pay all Payments due under this agreement until the end of your current appropriation period. If your legislative body or other funding authority does not appropriate funds for the Payments for any subsequent appropriation period and you do not otherwise have funds available to lawfully pay the Payments (A "Non-Appropriation Event") you may, Subject to the conditions herein and upon prior written notice to us (the "Non-Appropriation Notice"), effective 60 days after our receipt of such notice terminate the Agreement and be released of your obligations to make all Payments due to us after the Non-Appropriation Event date. As a condition for exercising your rights under this Section you shall provide to us (a) a certification of a responsible official that a Non-Appropriation Event has occurred, (b) deliver to us an opinion of your counsel addressed to us verifying that the Non-Appropriation Event as set forth in the Non-Appropriation Notice has occurred, (c) return the Products subject to this Agreement on or before the Non-Appropriation Event date to a location designated by us, in the condition required by, and in accordance with the return provisions of this Agreement and at your expense; and (d) pay us all sums due and outstanding to us under the Agreement up to the Non-Appropriation Event date. In the event of any Non-Appropriation Event, we shall retain all sums paid by you, including any security deposit or advance rentals. This Section is not intended to permit you to terminate this Agreement at will, for convenience, or for any other reason except non-appropriation.

CENTRAL LEASING

BY



TITLE

DATE

21 Feb 2020

FLOYD COUNTY BOARD OF ED

BY

TITLE

DATE