



CANON SOLUTIONS AMERICA

Canon Solutions America, Inc. ("CSA")
One Canon Park, Melville, NY 11747
(800) 613-2228

OK AS TO FORM
A.M.H. 5.14.2020
ACQUISITION AGREEMENT LEASE OR PURCHASE
CSAP

S1067871.01Salesperson Glen Edward HartOrder Date: 2 / 27 / 2020

Customer ("you"):		Customer Account: 1450698	Ship To:		Customer Account: 1450698
Company: JEFFERSON COUNTY PUBLIC SCHOOLS			Company: JEFFERSON COUNTY PUBLIC SCHOOLS		
Address: 3001 CRITTENDEN DR BLDG 4			Address: 3001 CRITTENDEN DR BLDG 4		
City: LOUISVILLE		County: JEFFERSON	City: LOUISVILLE		County: JEFFERSON
State: KY	Zip: 40209-1119	Phone #: 502.485.3610	State: KY	Zip: 40209-1119	Phone #: 502.485.3610
Contact: NEIL GONTERMAN		Fax #:	Contact: NEIL Gonterman		Fax #:
Email: neil.gonterman@jefferson.kyschools.us			Email: neil.gonterman@jefferson.kyschools.us		

Lease or Purchase:

- ☒ You agree to lease the items listed below or in any addendum(s) to this Agreement from the Leasing Company identified below, at the fixed periodic lease payments indicated below or in any addendum(s) to this Agreement and for the fixed term specified in the lease agreement between you and the Leasing Company. Delivery to you of the items specified is contingent on you signing a lease agreement with the Leasing Company.

☒ Canon Financial Services, Inc. ☐ Other (Name of Leasing Company): _____

- ☐ You agree to purchase the items listed below or in any addendum(s) to this Agreement, for the purchase price specified.

The "bill to" for the items listed is the Leasing Company or you, depending on which box is checked above.

PLEASE PRINT**Equipment, Supplies and Licenses of Application Software with listed third party support contracts**

Item Code	Product Description	Qty	Unit Price	Periodic Lease Payment or Purchase Price
2428C004	VP6000 TITAN BASE MODEL SET	1		7,018.00
2582C003	VP6220 BASE LICENSE SET	1		Included
5414B001	DFD2 INTERFACE AT IHCS FOR ONLINE FINISHING	1		Included
5416B001	OCE VP6000 R-SIDED DOCKING AT IHCS	1		Included
2429C011	PAPER INPUT MODULE OPTIONAL-B1	1		Included
2429C010	PAPER INPUT MODULE STANDARD-B1	1		Included
2429C021	HIGH CAPACITY STACKER 2.1 WITH SET FINISHER-B2 (SET)	1		Included
7159B008	BLM550+ BOOKLET MAKER SET	1		Included

This transaction shall be governed in all respects by the Terms and conditions of contract # NASPO KY 758 20000. Any terms and conditions which conflict with, vary from or supplement the contract terms shall be deemed null and void.

Payment Terms	Other Requirements	Subtotal from Supplemental Addendum	0.00
<input type="checkbox"/> Check with Order Check # _____	<input type="checkbox"/> P.O. Required P.O. # _____	Subtotal	7,018.00
<input type="checkbox"/> Net 30	<input type="checkbox"/> Tax Exempt (Attach Certificate)	Delivery/Install	0.00
<input checked="" type="checkbox"/> Lease	<input checked="" type="checkbox"/> Customer Declines Equipment Maintenance	Sales Tax	
<input type="checkbox"/> Other _____		Total	
<input type="checkbox"/> Credit Card: Requires submission of secure credit card authorization form.		Deposit	0.00
		Balance Due	

Shipping Instructions	Customer Delivery Information	Customer IT Contact Information
Ship Via: _____	Name <u>NEIL Gonterman</u> Email <u>neil.gonterman@jefferson.ky</u>	This individual may be contacted for network connectivity.
Hours of Operation <u>8-4</u>	Phone <u>502.485.3610</u> Earliest Date for Delivery: <u>5</u> / <u>5</u> / <u>2020</u>	Name <u>NEIL Gonterman</u>
Number of Steps <u>0</u>	Special Delivery/Installation Instruction _____	Phone <u>502.485.3610</u>
Elevator Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Email <u>neil.gonterman@jefferson.ky</u>
Loading Dock Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		

BY YOUR SIGNATURE BELOW, YOU AGREE TO LEASE OR PURCHASE, AS SPECIFIED ABOVE, THE ITEMS LISTED ABOVE OR IN ANY ADDENDUM(S) TO THIS AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT, CONSISTING OF TWO PAGES INCLUDING THIS FACE PAGE. THE ADDITIONAL TERMS AND CONDITIONS ON PAGE 2 HEREOF AND IN ANY ADDENDUM(S) HERETO ARE INCORPORATED AND MADE PART OF THIS AGREEMENT.

Customer's Authorized Signature Wyatte Wynn
Printed Name Wyatte Wynn Title DIRECTOR OF PURCHASING Date 5/6/2020



CANON SOLUTIONS AMERICA, INC.

LEASE AGREEMENT

CFS-1020 (03/18)

CANON FINANCIAL SERVICES, INC. ("CFS")

Remittance Address: 14904 Collections Center Dr.

Chicago, Illinois 60693 Phone: (800) 220-0200

CFS AGREEMENT NUMBER: S1067871.01

COMPANY LEGAL NAME JEFFERSON COUNTY PUBLIC SCHOOLS		DBA	PHONE 502.485.3610	
BILLING ADDRESS 3001 CRITTENDEN DR BLDG 4	CITY LOUISVILLE	COUNTY JEFFERSON	STATE KY	ZIP 40209-1119
EQUIPMENT ADDRESS 3001 CRITTENDEN DR BLDG 4	CITY LOUISVILLE	COUNTY JEFFERSON	STATE KY	ZIP 40209-1119
EQUIPMENT INFORMATION			NUMBER AND AMOUNT OF PAYMENTS	
Quantity	Serial Number	Make/Model/Description	Number of Payments	Payment Amount *
1		OCEVP6000	84	\$7,018.00
1		VP6220 BASE LICENSE SET		
1		BLM550P		
1		OCEVP6000		
Term in months: 84		Payment Frequency: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other:		
Number of Payments In Advance: 0		End of Term Purchase Option: <input checked="" type="checkbox"/> Fair Market Value <input type="checkbox"/> \$1.00 <input type="checkbox"/> Other (\$ or %):		
Total Amount Due at Signing *: \$0.00		* Plus Applicable Taxes (estimated)		

THIS AGREEMENT IS NON-CANCELABLE BY CUSTOMER. CUSTOMER REPRESENTS THAT ALL ACTION REQUIRED TO AUTHORIZE EXECUTION OF THIS AGREEMENT ON BEHALF OF CUSTOMER BY THE FOLLOWING SIGNATORIES HAS BEEN TAKEN. THE UNDERSIGNED HAS READ, UNDERSTANDS AND HEREBY AGREES TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.

ACCEPTED		AUTHORIZED CUSTOMER SIGNATURE	
CANON FINANCIAL SERVICES, INC.		By: X <u><i>Wynne Wynn</i></u>	Title: <u>Director of Purchasing</u>
By: _____		Printed Name: <u>WYNNE WYNN</u>	Email Address: <u>Wynne.Wynn@jefferson.kyschools.us</u>
Title: _____		Tax ID#: <u>61-6001316</u>	If proprietor, DOB: _____ Date: <u>5/6/2021</u>
Date: _____		By: X _____	Title: _____
		Printed Name: _____	Email Address: _____
To: Canon Financial Services, Inc. ("CFS")			
Customer certifies that (a) the Equipment referred to in this Agreement has been received, (b) installation has been completed, (c) the Equipment has been examined by Customer and is in good operating order and condition and is, in all respects, satisfactory to Customer, and (d) the Equipment is irrevocably accepted by Customer for all purposes under this Agreement. Accordingly, Customer hereby authorizes billing under this Agreement.			
Signature: _____	Printed Name: _____	Title (if any): _____	Date: _____

TERMS AND CONDITIONS

1. **AGREEMENT:** CFS leases to Customer, a Jefferson County Board of Education organized under the laws of the State of Kentucky, with its chief executive office at 3332 Newburg Rd Louisville KY 40218 and Customer leases from CFS, with its place of business at 158 Gaither Drive, Suite 200, Mount Laurel, New Jersey 08054, all the equipment described above, together with all replacement parts and substitutions for and additions to such equipment ("Equipment"), upon the terms and conditions set forth in this Lease Agreement ("Agreement").

2. **TERM OF AGREEMENT:** This Agreement shall be effective on the date the Equipment is delivered to Customer, provided Customer executes CFS' form of acceptance ("Acceptance Certificate") or otherwise accepts the Equipment as specified herein. The term of this Agreement begins on the date accepted by CFS or any later date that CFS designates, and shall consist of the payment periods specified above and any renewal periods. After acceptance of the Equipment, Customer shall have no right to revoke such acceptance or cancel this Agreement during the term hereof. The term of this Agreement shall end, unless sooner terminated by CFS, when all amounts required to be paid by Customer under this Agreement have been paid as provided and either (a) Customer has purchased the Equipment in accordance with the terms hereof or (b) the Equipment has been returned at the end of the scheduled term or renewal term in accordance with the terms hereof. Customer has no right to return the Equipment to CFS prior to the end of the scheduled term of this Agreement for any reason whatsoever, including, without limitation, payment of all amounts due hereunder prior to the end of the scheduled term.

3. **PAYMENTS:** Customer agrees to pay to CFS, as invoiced, during the term of this Agreement, (a) the payments specified under "Number and Amount of Payments" above, and (b) such other amounts permitted hereunder as invoiced by CFS ("Payments"). The Payment and the End of Term Purchase Option ("Purchase Option") price specified above are based on the supplier's best estimate of the cost of the Equipment. Customer authorizes CFS to adjust the Payment and Purchase Option herein by up to fifteen percent (15%) if the actual total cost of the Equipment, including any sales or use tax, is more or less than originally estimated. Customer's obligation to pay all amounts due under this Agreement and all other obligations hereunder shall be absolute and unconditional and is not subject to any abatement, set-off, defense or counterclaim for any reason whatsoever.

4. **APPLICATION OF PAYMENTS:** All Payments received by CFS from Customer under this Agreement will be applied to amounts due and payable hereunder chronologically, based on the date of the charge as shown on the invoice for each such amount, and among amounts having the same date in such order as CFS, in its discretion, may determine.

5. **ADVANCE PAYMENTS:** Customer agrees that CFS may in its sole discretion apply, but shall not be obligated to apply, any amount paid in advance to any amount due or to become due hereunder, and in no event shall any amount paid in advance earn interest except where required by applicable law.

6. **NO CFS WARRANTIES:** CUSTOMER ACKNOWLEDGES THAT CFS IS NOT A MANUFACTURER, DEALER, OR SUPPLIER OF THE EQUIPMENT. CUSTOMER AGREES THAT THE EQUIPMENT IS LEASED "AS IS" AND IS OF A SIZE, DESIGN, AND CAPACITY SELECTED BY CUSTOMER. CUSTOMER ACKNOWLEDGES THAT CFS HAS MADE NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE SUITABILITY OR DURABILITY OF THE EQUIPMENT, THE ABSENCE OF ANY CLAIM OF INFRINGEMENT OR THE LIKE, OR ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Any warranty with respect to the Equipment made by the manufacturer, dealer, or supplier is separate from, and is not a part of, this Agreement and shall be for the benefit of CFS, Customer and CFS' successors and assignees, if any. So long as Customer is not in breach or default of this Agreement, CFS assigns to Customer any warranties (including those agreed to between Customer and the manufacturer, dealer, or supplier) which CFS may have with respect to any item of Equipment provided that the scope and limitations of any such warranty shall be solely as set out in any agreement between Customer and such manufacturer, dealer, or supplier or as otherwise specified in warranty materials from such manufacturer, dealer, or supplier and shall not include any implied warranties arising solely from CFS' acquisition of the Equipment. CUSTOMER ACKNOWLEDGES THAT NEITHER THE SUPPLIER NOR ANY DEALER IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OF THIS AGREEMENT OR ANY SCHEDULE, OR TO MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THIS AGREEMENT OR THE EQUIPMENT ON BEHALF OF CFS.

7. **ACCEPTANCE; DELIVERY:** Customer's execution of the Acceptance Certificate, or other confirmation of Customer's acceptance of the Equipment, shall conclusively establish that the Equipment has been delivered to and accepted by Customer for all purposes of this Agreement and Customer may not, for any reason, revoke that acceptance; however, if Customer has not, within ten (10) days after delivery of such Equipment, delivered to CFS written

PERSONAL GUARANTY

The undersigned, (whether one or more are specified, "Guarantor(s)"). In consideration of CANON FINANCIAL SERVICES, INC. ("CFS") entering into an Agreement (together with any schedules or supplements thereto, "Agreement") with Customer identified above ("Customer") irrevocably and unconditionally, jointly and severally, guarantee to CFS, and its successors and assigns, the payment when due of all amounts owed under the Agreement (whether at maturity or upon the occurrence of an event of default or otherwise) and the performance by Customer of all terms of the Agreement and any other transaction between Customer and CFS (collectively, "Liabilities"). If Customer shall fail to pay or perform any Liabilities when due, Guarantors shall, upon demand, pay any amounts which may be due from Customer and take any action required of Customer under the Agreement. This is an absolute and continuing guaranty and Guarantors' liability under this Guaranty is primary and will not be affected by any settlement, extension, renewal or modification of the Agreement or any discharge or release of Customer's obligations whether by agreement or operation of law.

If any payment on the Liabilities is thereafter set aside, recovered or required to be returned for any reason (including without limitation the bankruptcy, insolvency or reorganization of Customer or any other person), the Liabilities to which such payment was applied shall for the purposes of this Guaranty be deemed to have continued in existence, notwithstanding such application, and this Guaranty shall be enforceable as to such Liabilities as fully as if such application had never been made.

This Guaranty may be terminated only upon sixty (60) days' prior written notice to CFS, and such termination shall be effective only as to Liabilities arising under schedules, supplements, or agreements entered into after the effective date of termination and shall not affect CFS' rights under this Guaranty arising out of the Agreement or other agreements entered into prior to such date.

Guarantors waive all damages, demands, presentments and notices of every kind and nature, any rights of set-off, and any defenses available to a guarantor (other than the defense of payment and performance in full) under applicable law.

Guarantors further waive any (i) notice of the incurring of indebtedness by Customer and the acceptance of this Guaranty, (ii) right to require suit against Customer or any other party before enforcing this Guaranty and (iii) right of subrogation to CFS' rights against Customer until the Liabilities are satisfied in full. Any (a) renewals and extensions of time of payment, (b) release, substitution or compromise of or realization upon the Equipment, other guaranties or any collateral security and (c) exercise of any other right under this or any other agreement between CFS and Customer or any third party, may be made, granted and effected by CFS without notice to Guarantors and without in any manner affecting Guarantors' liability under this Guaranty.

Guarantors shall pay all expenses (including attorneys' fees and legal expenses) paid or incurred by CFS in endeavoring to collect the Liabilities, or any part thereof and in enforcing the Guaranty. THIS GUARANTY SHALL FOR ALL PURPOSES BE DEEMED A CONTRACT ENTERED INTO IN THE STATE OF NEW JERSEY. THE RIGHTS OF THE PARTIES UNDER THIS GUARANTY SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES. ANY ACTION BETWEEN GUARANTORS AND CFS SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT LOCATED IN THE COUNTY OF CAMDEN OR BURLINGTON, NEW JERSEY, OR AT CFS' SOLE OPTION, IN THE STATE WHERE ANY GUARANTOR, CUSTOMER OR EQUIPMENT IS LOCATED. GUARANTORS, BY THEIR EXECUTION AND DELIVERY HEREOF, IRREVOCABLY WAIVE OBJECTIONS TO THE JURISDICTION OF SUCH COURTS AND OBJECTIONS TO VENUE AND CONVENIENCE OF FORUM. GUARANTORS, BY THEIR EXECUTION AND DELIVERY HEREOF, AND CFS, BY ITS ACCEPTANCE HEREOF, HEREBY IRREVOCABLY WAIVES ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS.

Guarantors agree that CFS may accept a facsimile or other electronic transmission of this Guaranty as an original, and that facsimile or electronically transmitted copies of Guarantors' signatures will be treated as an original for all purposes.

Printed Name: _____ Signature: _____ (no title) Date: _____

Address: _____ Phone: _____



CANON FINANCIAL SERVICES, INC. ("CFS")
Remittance address: 14904 Collections Center Drive
Chicago, Illinois 60693 (800) 220-0200

Equipment Schedule

CFS-1002 (01/13)

AGREEMENT NUMBER:	S1067871.01
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This Equipment Schedule ("Schedule") is attached to and made part of the agreement (whether designated a lease, rental, Master Lease or otherwise) between Canon Financial Services, Inc. ("CFS") and JEFFERSON COUNTY PUBLIC SCHOOLS ("Customer") (the "Agreement"). The Equipment described below, together with the equipment described on the face of the Agreement, if any, shall be deemed "Equipment" for the purposes of the Agreement and shall be subject to the terms and conditions set forth in the Agreement.

Equipment Address (County, City, State, ZIP)	Quantity	Serial Number	Make / Model / Accessory / Description
3001 CRITTENDEN DR BLDG 4 , LOUISVILLE, KY 40209-1119	1		VP6220 BASE LICENSE SET
3001 CRITTENDEN DR BLDG 4 , LOUISVILLE, KY 40209-1119	1		BLM550P
3001 CRITTENDEN DR BLDG 4 , LOUISVILLE, KY 40209-1119	1		OCEVP6000
3001 CRITTENDEN DR BLDG 4 , LOUISVILLE, KY 40209-1119	1		VP6180 BASE LICENSE SET
			and any and all accessories.

In witness whereof, the parties have caused this Schedule to be executed on the same date set forth on the Agreement.

ACCEPTED

CANON FINANCIAL SERVICES, INC.

By: _____

Title: _____

Effective Date: _____

CFS-1002 (01/13)

AUTHORIZED CUSTOMER SIGNATURE

JEFFERSON COUNTY PUBLIC SCHOOLS

Customer: _____

By: X _____

Printed Name: _____

Title: _____

Wyatte Wynn
WYATTE WYNN
DIRECTOR OF Purchasing