



## AGREEMENT

GREATAMERICA FINANCIAL SERVICES CORPORATION  
625 FIRST STREET SE, CEDAR RAPIDS IA 52401  
PO BOX 609, CEDAR RAPIDS IA 52406-0609  
AGREEMENT NO.:

**CUSTOMER** ("YOU" OR "YOUR")

FULL LEGAL NAME: HOPKINS CO. BOARD OF EDUCATION

ADDRESS: 320 S. SEMINARY STREET, MADISONVILLE, KY 42431-2424

**VENDOR** (VENDOR IS NOT OUR AGENT AND IS NOT AUTHORIZED BY US TO ACT ON OUR BEHALF OR TO WAIVE OR ALTER ANY PROVISION OF THIS AGREEMENT)

**Tri-State Mailing Systems**

**Owensboro, KY**

### EQUIPMENT AND PAYMENT TERMS

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES

☐ SEE ATTACHED SCHEDULE

1 POSTBASE VISION A7 AUTOMATIC MAILING SYSTEM WITH BASE, FEEDER & 15 LB. INTEGRATED SCALE  
1 FORMAX FD-2002 SELF SEALER/CONVEYOR

EQUIPMENT LOCATION: SAME

(\*PLUS TAX)

TERM IN MONTHS: 63

MONTHLY PAYMENT AMOUNT\*: 401.50

PURCHASE OPTION\*: **Fair Market Value**

SECURITY DEPOSIT: 803.00

### ADDITIONAL TERMS AND CONDITIONS

**AGREEMENT.** You want us to now pay your Vendor for the equipment and/or software referenced herein ("Equipment") and the amounts your Vendor included on the invoice to us for the Equipment for related installation, training, and/or implementation costs, and you unconditionally agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement will begin on the date the Equipment is delivered to you or any later date we designate. We may charge you a one-time origination fee of \$89.50. If any amount payable to us is past due, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars (\$26.00); or 2) the highest lawful charge, if less. Any security deposit will be returned upon full performance.

**NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU UNDERSTAND WE ARE PAYING FOR THE EQUIPMENT BASED ON YOUR UNCONDITIONAL ACCEPTANCE OF IT AND YOUR PROMISE TO PAY US UNDER THE TERMS OF THIS AGREEMENT, WITHOUT SET-OFFS FOR ANY REASON, EVEN IF THE EQUIPMENT DOES NOT WORK OR IS DAMAGED, EVEN IF IT IS NOT YOUR FAULT.**

**EQUIPMENT USE.** You will keep the Equipment in good working order, use it for business purposes only, and not modify or move it from its initial location without our consent. You must resolve any dispute you may have concerning the Equipment with the manufacturer or Vendor. Payments under this Agreement may include amounts you owe your Vendor under a separate arrangement (for maintenance, service, supplies, etc.), which amounts may be invoiced by us on your Vendor's behalf for your convenience.

**POSTAGE DEVICES:** Postage measurement devices referenced herein which are subject to a rental agreement between you and FP Mailing Solutions, Inc. ("FP") are not part of the Equipment and your use and the ownership of such devices will be governed exclusively by your rental agreement with FP. You will need to reference your rental agreement with FP for the term of, and your rights and obligations under, the rental agreement. For your convenience, payments under this Agreement may include the rental amounts you owe FP under the rental agreement.

**SOFTWARE/DATA.** Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.

**NO WARRANTY. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU HAVE ACCEPTED THE EQUIPMENT "AS-IS". YOU CHOSE THE EQUIPMENT, THE VENDOR AND ANY/ALL SERVICE PROVIDER(S) BASED ON YOUR JUDGMENT. YOU MAY CONTACT YOUR VENDOR FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER OR VENDOR IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.**

**ASSIGNMENT.** You may not sell, assign or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement or our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, the assignee will have our rights but will not be subject to any claim, defense, or set-off assertable against us or anyone else.

**LAW/FORUM.** This Agreement and any claim related to this Agreement will be governed by Iowa law. Any dispute will be adjudicated in a state or federal court located in Linn County, Iowa. You consent to personal jurisdiction and venue in such courts and waive transfer of venue. Each party waives any right to a jury trial.

**TAXES.** We own the Equipment. You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement. Sales or use tax due upfront will be payable over the term with a finance charge.

**OWNER** ("WE", "US", "OUR")

**THIS AGREEMENT IS NON-CANCELABLE FOR THE FULL AGREEMENT TERM. THIS AGREEMENT IS BINDING WHEN WE EXECUTE THIS AGREEMENT AND PAY FOR THE EQUIPMENT.**

OWNER: **GreatAmerica Financial Services Corporation**

CUSTOMER: **(As Stated Above)**

SIGNATURE:

DATE: \_\_\_\_\_

SIGNATURE: X

DATE: \_\_\_\_\_

PRINT NAME & TITLE:

PRINT NAME & TITLE: \_\_\_\_\_

### UNCONDITIONAL GUARANTY

The undersigned unconditionally guarantees that the Customer will timely perform all obligations under the above Agreement. The undersigned also waives any notification if the Customer is in default and consents to any extensions or modifications granted to the Customer. In the event of default, the undersigned will immediately pay all sums due under the terms of the Agreement without requiring us to proceed against Customer or any other party or exercise any rights in the Equipment. The undersigned, as to this guaranty, agrees to the designated forum and consents to personal jurisdiction, venue, and choice of law as stated in the Agreement, agrees to pay all costs and expenses, including attorney fees, incurred by us related to this guaranty and the Agreement, waives a jury trial and transfer of venue, and authorizes obtaining credit reports.

SIGNATURE: X

INDIVIDUAL:

DATE: \_\_\_\_\_

### CERTIFICATE OF DELIVERY AND ACCEPTANCE

The Customer hereby certifies that all the Equipment: 1) has been received, installed, and inspected, and 2) is fully operational and unconditionally accepted.

SIGNATURE: X

NAME AND TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_





**FP Mailing Solutions**  
140 N. Mitchell Ct, Ste 200  
Addison, IL 60101-5629  
Tel: (800) 341-6052  
www.fp-usa.com

## Customer Agreement

### CUSTOMER INFORMATION

<b>Billing Address</b>	
Customer: HOPKINS CO. BOARD OF EDUCATION	
Department:	
Street: 320 S. SEMINARY ST.	
City: MADISONVILLE	County: HOPKINS
State: KY	Zip: 42431-2424
Tel: 270-825-6000	Fax: 270-825-6072
E-mail: EYDIE.TATE@HOPKINS.KYSCHOOLS.US	
Contact Name: EYDIE TATE	
Deliver To: <input type="checkbox"/> Dealer <input type="checkbox"/> Customer <input checked="" type="checkbox"/> Fulfilled from Dealer Inventory	
<input type="checkbox"/> Existing Customers Only: check box if Billing Address has changed.	

<b>Shipping &amp; Installation Address (if different than Billing)</b>	
Customer:	
Department:	
Street:	
City:	County:
State:	Zip:
Tel:	Fax:
E-mail:	
Contact Name:	
Mailing Address: <input checked="" type="checkbox"/> Same as Billing	
<input type="checkbox"/> Existing Customers Only: check box if Shipping & Install Address has changed.	

### RENTAL INFORMATION

Quantity	Item #	Item Description	Monthly Rate	Rental Billing Delivery (select one)
1	P400C	PostBase Vision A7 PSD * <input checked="" type="checkbox"/>	\$62.00	<input type="checkbox"/> Electronic Billing
1	UNL	Unlimited Resets	included	<input checked="" type="checkbox"/> Paper Billing
1	RGPOST	PostBase RateGuard	included	<b>Rental Billing Frequency (select one)</b>
		*Equipment & Attributes must be purchased separately		<input checked="" type="checkbox"/> Annual Billing
				<input type="checkbox"/> Semi-Annual
				<input type="checkbox"/> Quarterly Billing
Term of Contract: 63 months*		Total Monthly Payment	\$ 62.00	Note: If a payment option is not selected, FP will default to Quarterly Paper Billing.

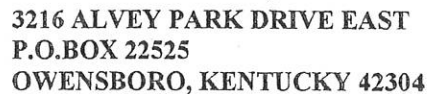
Terms and Conditions: By signing below, I hereby acknowledge and agree that FP's standard shipping rates and the additional terms and conditions available on the FP website at [www.fp-usa.com/terms-conditions](http://www.fp-usa.com/terms-conditions) are applicable to, and incorporated by reference into, this agreement. (If you do not have access to the internet, please contact FP directly at 800.341.6052 and we will provide you with a copy for your records.) \* 36 Month Initial Term will apply unless otherwise indicated above.

### CUSTOMER ACCEPTANCE (please complete all fields)

<b>Customer Acceptance of Terms</b>		<b>Dealer Information</b>	
Print Name of Authorized Representative: *		Selling Dealer Name: TRI-STATE MAILING SYSTEMS, INC.	Dealer #: 167-0
Tel: 270-825-6000		Address: 3216 ALVEY PARK DRIVE E., OWENSBORO, KY 42303	
Tax ID: 61-6001319	State: KY	Tel: 270-683-9249	Fax: 270-684-8535
Authorized Signature: *		Sales Representative Name: JIM HENRY	
Date:		Servicing Dealer Name:	Svc. Dealer #:

### DEALER & INTERNAL USE ONLY

<input type="checkbox"/> New Customer	<input type="checkbox"/> Lease Company:	Promo Code:
<input checked="" type="checkbox"/> Upgrade / Model Change	<input type="checkbox"/> Major Account:	Package Code: PV7D <input checked="" type="checkbox"/>
<input type="checkbox"/> Renewal (no change of equipment)	<input type="checkbox"/> GSA / State Contract No.:	<input type="checkbox"/> Price or Terms Exception Approval (Form Attached)
<input type="checkbox"/> Coterminous Add-On:	Master Billing Acct. No.:	<input type="checkbox"/> USPS® Location: (CPU Letter Attached)
<input type="checkbox"/> Change of Ownership	Master Postage Acct. No.:	<input checked="" type="checkbox"/> Tax-Exempt (Certificate Attached)
Existing Account No.: 500004357		



**Fax 270-684-8535 OR 1-800-264-2970**

BILL TO:

INSTALL AT:

DATE \_\_\_\_\_

QTY	PROD. CODE	MODEL DESCRIPTION	PRICE	TOTAL
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**TERMS:**

P.O. #

TAX EXEMPTION #

**SIGNATURE:**

TITLE:

PRINT NAME \_\_\_\_\_

DATE:

SALES REPRESENTATIVE:

DATE: \_\_\_\_\_

# TRI-STATE MAILING & SHIPPING SYSTEMS

OWENSBORO, KY

Phone (502) 683-9249

## EQUIPMENT SERVICE AGREEMENT

BR/RD NO.	SALE <input type="checkbox"/>	AGREEMENT NO.
TAX EXEMPT	LEASE <input type="checkbox"/>	EFFECTIVE DATE
<input type="checkbox"/> STATE	RENTAL <input type="checkbox"/>	
<input type="checkbox"/> LOCAL	EXEMPTION NO.	CUSTOMER PO. NO.

BILL TO	CUSTOMER'S NAME	INSTALLED	USER'S NAME
	ADDRESS		ADDRESS
	CITY		CITY
	STATE		STATE
	ZIP		ZIP

CUSTOMER'S NAME: HOPKINS CO. BOARD OF EDUCATION  
 ADDRESS: 320 S. SEMINARY ST.  
 CITY: MADISONVILLE STATE: KY ZIP: 42431-2424  
 USER'S NAME: Same  
 ADDRESS: Same  
 CITY: Same STATE: Same ZIP: Same

MODEL NO.	MACHINE SERIAL NO.	ORIGINAL INSTALLATION DATE	DESCRIPTION	ANNUAL RATE
ANNUAL MAINTENANCE CONTRACT FOR POSTBASE VISION A7 MAILING SYSTEM & FOR FORMAX FD-2002 SELF SEALER/CONVEYOR				\$ 890.00 / year
TOTAL ANNUAL CHARGE SUBJECT TO APPLICABLE TAXES				\$ 890.00

Francotyp-Postalia (the "Company") agrees directly or through its authorized representatives to provide service as required at the installation address specified above on the equipment listed. All charges specified are those currently in effect and are subject to change only at the time of subsequent annual renewal of the agreement. If the charges are increased, Customer may, as of the effective date of such increase, terminate this Agreement by written notice to the Company. Otherwise, the new charges shall become effective upon the date specified in the renewal notice.

Services performed under this Agreement are as follows:

- Repair or replacement of defective or worn out parts of the machine but not including shop reconditioning or replacement of complete assemblies resulting from the wearing out of numerous parts. These repairs or replacements are made at the option of the Company, made necessary in the opinion of the Company, by normal wear, without further charges for materials or labor.
- Bring scales to tolerances and standards for proper operation.
- With respect to any mechanical scales which may be included under this Agreement, Postalia will undertake without additional charge, to adapt such scale to reflect either postal rate changes or UPS parcel delivery rate changes occurring once during the term of this one-year Agreement by supplying revised charts, overlays, parcel delivery service rate strips or other means of updating. This adaptation of each scale will be scheduled within a reasonable length of time prior to or subsequent to the effective date of a postal rate change. The adapting of such scale to reflect postal rate changes without addition charge will be performed on the postal or UPS rate change that occurs first after the signing of this Agreement. Thereafter, Postalia will undertake to adapt such scale to reflect postal and/or UPS rate changes occurring after the initial change but within the Agreement period at the then current standard rate for parts and labor, travel and expenses in addition to any said changes paid by the Customer thereunder.

For service as specified above on the equipment listed, the undersigned agrees to pay to the Company in advance the total charge(s) in accordance with the terms specified on the face of the invoice.

This Agreement is limited to equipment regularly operated up to one eight-hour shift per day. If operated more than one eight-hour shift per day, an increase in the Annual Rate will apply as follows:

Two Shifts . . . . . 50%  
Three Shifts . . . . . 100%

In the event that Francotyp-Postalia provides Service hereunder for any of the following units, the parts listed next to said units are hereby expressly excluded from Francotyp-Postalia obligations hereunder.

Electronic Scales.....	Electronic Components required to update for USPS or UPS rate increase changes. Load cells are excluded when replacement is necessitated by accident, damage or abuse.
Printers All Models.....	Supply items (paper, ink roller(s) and ribbon(s). Printing dies, wheels and matrix assemblies are excluded when replacement is necessitated by accident, damage or abuse.
Postage Meter Mailing Machines.....	Ad Plates, Ink Rollers, Envelope Moistening Brushes, Wicks, and all Rubber Type Parts.
All Models Consumable Supply Items.....	Ink, Ink Rollers, Pre-Inked Roller Assemblies and Meter Tape.

This Agreement constitutes the entire agreement between the parties hereto, and supercedes all previous negotiations, commitments and agreements with respect to its subject matter. This Agreement may not be modified except by writing signed by both parties. The terms of this Agreement shall prevail over any inconsistent terms appearing on any purchase orders or acknowledgments submitted by Customer. Should any legal proceedings be instituted by Postalia to recover any monies due hereunder, Customer shall pay a reasonable sum as attorneys' fees. Neither this Agreement nor any rights hereunder may be assigned by Customer without the prior written consent of Postalia.

The Customer represents that he is the owner or lessee of the equipment or that he has the owner's or lessee's authority to enter into this Agreement.

ACCEPTED BY CUSTOMER

Signed By X Title \_\_\_\_\_ Date \_\_\_\_\_

Approved By Branch-R/D \_\_\_\_\_ Date \_\_\_\_\_



GOVERNMENTAL ENTITIES ADDENDUM

This is an addendum ("Addendum") to and part of that certain agreement between GreatAmerica Leasing Corporation ("GreatAmerica") and HOPKINS CO. BOARD OF EDUCATION ("Governmental Entity", "you", or "your"), which agreement is identified in GreatAmerica's records as agreement number \_\_\_\_\_ ("Agreement"). All capitalized terms used in this Addendum which are not defined herein shall have the meanings given to such terms in the Agreement.

APPLICABLE TO GOVERNMENTAL ENTITIES ONLY

You hereby represent and warrant to us that as of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on your behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against you have been followed; (c) the Equipment will be operated and controlled by you and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted, and unencumbered appropriation; (e) you intend to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) your obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of your tax or general revenues; and (h) you will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns. If funds are not appropriated to pay amounts due under the Agreement for any future fiscal period, you shall have the right to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available, without penalty or additional expense to you (other than the expense of returning the Equipment to the location designated by us), provided that at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, your Chief Executive Officer (or Legal Counsel) delivers to us a certificate (or opinion) certifying that (a) you are a state or a fully constituted political subdivision or agency of the state in which you are located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by you; and (d) you have exhausted all funds legally available for the payment of amounts due under the Agreement. You agree that this paragraph shall only apply if, and to the extent that, state law precludes you from entering into the Agreement if the Agreement constitutes a multi-year unconditional payment obligation.

GOVERNMENTAL ENTITY'S AUTHORIZED SIGNATURE

(As Stated Above)  \_\_\_\_\_  
SIGNATURE PRINT NAME & TITLE DATE

GreatAmerica Leasing Corporation

\_\_\_\_\_  
SIGNATURE PRINT NAME & TITLE DATE