

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

Linda C. Gearheart, Board Chair - District 1  
William Newsome, Jr., Vice-Chair - District 3  
Dr. Chandra Varia, Member - District 2  
Keith Smallwood, Member - District 4  
Steve Slone, Member - District 5

**Consent Agenda Item (Action Item):** John M. Stumbo is requesting approval to enter an agreement with Pro Source for copiers for 60 months, which includes ink/toner and no late fees or overage charges.

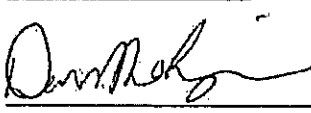
**Applicable State or Regulations:** 9:33 and 4:312, KRS 158.290 General Powers and Duties of the Board of Education


**Fiscal/Budgetary Impact:** Section 6 and Title money will be used to pay the monthly payment for the 60 month lease and the standard monthly service contract.


**History/Background:** We currently do not have a lease agreement with any other company and need copiers/ink/toner for day to day operations of the school

**Recommended Action:** Approve the agreement and to lease copiers from Pro Source.

**Contact Person(s):** Donna Robinson, Principal

  
Principal

  
Director

  
Superintendent

**Date:** 6/9/23

**SALES ORDER**

SHIP TO				BILL TO			
Name		Floyd County Schools		Name		SAME	
Address		6945 KY-979		Address			
Address				Address			
City	Grethel	State	KY	Zip	41631	City	
Phone	(606) 263-6200	Fax		Phone		Fax	
<b>PRIMARY CONTACTS</b>							
Primary		Donna Robinson		Title		Buyer	
Email				Phone		(606) 263-6200	
IT				Title			
Email				Phone			
Accounting				Title			
Email				Phone			
<b>EQUIPMENT / SOLUTIONS</b>							
<input checked="" type="checkbox"/> See Schedule A							
<b>ADDITIONAL INFORMATION</b>							
63-Month FMV Lease of \$585.64 for 3 NEW Toshiba copiers and 3 NEW Toshiba desktop units							
Copier Service Agreement for detailed below, \$365.00 per month							
Desktop Service Agreement (toner only for current devices) \$91.60 per month, provides 3,900 B/W and 375 Color prints.							
Desktop Service Agreement overages billed quarterly, B/W at \$0.01555, Color at \$0.08253							
Total Base Monthly Payment - \$1,041.64							
<b>PURCHASE SUMMARY</b>							
SALES PRICE (PLUS APPLICABLE TAXES)						\$	N/A
<b>SERVICE AGREEMENT</b>							
<b>MFP / PRINTER</b>							
Agreement is valid for one year and covers all parts, labor and supplies except paper and staples.							
BLACK:		Bills at \$	315.00	per month. Includes	35,000	copies per month. Excess at \$	0.00900 per copy.
COLOR:		Bills at \$	50.00	per month. Includes	1,000	copies per month. Excess at \$	0.05000 per copy.
Excess charges bill: <input type="radio"/> Monthly <input checked="" type="radio"/> Quarterly							
<b>ORDER ACCEPTANCE</b>							
Prosource Representative						Date	
Customer 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)

Rev 07/2022

## 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 fifteen (15) 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 fifteen (15) 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. 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 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 15%. 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 prior 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 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 suitable 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. Prosource may charge a freight fee with your service contract.
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.

Supplier:



## Lease Agreement

APPLICATION NO. 

The words "Lessee," "you" and "your" refer to Customer. The words "Lessor," "we," "us" and "our" refer to the company listed below in the Lessee Information section.

**CUSTOMER INFORMATION**

FULL LEGAL NAME

STREET ADDRESS

Floyd County Schools

6945 KY-979

CITY

STATE

ZIP

PHONE

FAX

Grethel

KY

41631

(606) 263-6200

BILLING NAME (IF DIFFERENT FROM ABOVE)

BILLING STREET ADDRESS

CITY

STATE

ZIP

E-MAIL

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)

John M Stumbo Elementary School

**EQUIPMENT DESCRIPTION**

MAKE / MODEL / ACCESSORIES

SERIAL NO.

(1) Toshiba 5525AC Color MFP

(3) Toshiba 330AC Color Multifunctional Copier

(2) Toshiba 5528A Mono MFP

☐ See attached Schedule A**TERM AND PAYMENT INFORMATION**

63

Payments\* of \$

585.64

If you are exempt from sales tax, attach your certificate.

The payment ("Payment") period is monthly unless otherwise indicated.

**END OF TERM OPTION**

You will have the following option, which you may exercise at the end of the term, provided that no event of default under this Agreement has occurred and is cured within 30 days of the end of the term. At the end of the term, you may: (a) purchase all of the Equipment for its Fair Market Value, renew this Agreement, or return the Equipment to the Lessor.

Upon acceptance of the Equipment, THIS AGREEMENT IS NONCANCELABLE, IRREVOCABLE AND CANNOT BE TERMINATED BY EITHER PARTY.

**LESSOR ACCEPTANCE**

U.S. Bank Equipment Finance, a division of U.S. Bank National Association

LESSOR

SIGNATURE

TITLE

**CUSTOMER ACCEPTANCE**

BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO THE CONDITIONS OF THIS AGREEMENT ON THIS PAGE AND ON PAGE 2 ATTACHED HERETO.

Floyd County Schools

CUSTOMER (as referenced above)

X

SIGNATURE

TITLE

FEDERAL TAX I.D. #

PRINT NAME

1. **AGREEMENT:** You agree to lease from us the goods, together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of it without limitation, insurance recoveries ("Equipment") and, if applicable, finance certain software, software license(s), software components and/or professional services in connection with software (collective which are included in the word "Equipment" unless separately stated) from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as described in this Agreement and in any attached amendment hereto ("Agreement"). You represent and warrant that you will use the Equipment for business purposes only. You agree to all of the terms and conditions contained in this Agreement, which certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document. This Agreement shall be executed by us. The term shall start on the date we pay Supplier. Interim rent/due date adjustments will be in an amount equal to 1/30th of the Payment, multiplied by the number of days between the Agreement first Payment due date. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law.

2. **OWNERSHIP; PAYMENTS; TAXES AND FEES:** We own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain with Supplier thereof. You will pay all Payments without notice or demand and without abatement, set-off, counterclaim or deduction of any amount whatsoever. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment, or, if less, the maximum charge allowed by law. The Payment may be adjusted proportionately upward or downward: (i) if the shipping charges or taxes differ from the estimate given to you; and/or (ii) to conform to the state in which the Equipment is located. You shall pay all applicable taxes, assessments and penalties related to this Agreement, whether levied or assessed on this Agreement, on us (except on our lease of the Equipment, its lease, sale, ownership, possession, use or operation). If we pay any taxes or other expenses that are owed hereunder, you agree to reimburse us when we request. You agree to pay us a fee to \$50 for personal property taxes we pay related to the Equipment. You agree to pay us a fee of up to \$50 for filing and/or searching costs required under the Uniform Commercial Code ("UCC") or other law an origination fee of \$75 for all closing costs. We may apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for us, we pay us a service charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. **EQUIPMENT; SECURITY INTEREST:** At your expense, you shall keep the Equipment: (i) in good repair, condition and working order, in compliance with applicable laws, ordinances and manufacturer standards; (ii) free and clear of all liens and claims; and (iii) at your address shown on page 1, and you agree not to move it unless we agree in writing. You grant us a security interest in the Equipment to secure us under this Agreement or any other agreement with us ("Other Agreements"), except amounts under Other Agreements which are secured by land and/or buildings. You authorize and ratify our filing of an affidavit to show our interest. You will not change your name, state of organization, headquarters or residence without providing prior written notice to us. You will notify us within 30 days if your state of organization changes.

4. **INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against all risk, with us named as lender's loss payee, in an amount equal to the replacement value of the Equipment until this Agreement is terminated. You also agree to maintain commercial general liability insurance with such coverage and from such insurance carrier as shall be included in us as an additional insured on the policy. You will provide written notice to us within 10 days of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other acceptable evidence of insurance. If you do not provide us with acceptable evidence of property insurance within 30 days after the start of this Agreement, we may, at our sole discretion, to do so as provided in either (A) or (B) in our discretion: (A) We may secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we place insurance, we will not name you as an insured and your interests may not be fully protected. If we secure insurance on the Equipment, you will pay us an amount for the premium which may be higher than the premium placed by the insurance independently and an insurance fee which may result in a profit to us through an investment in reinsurance; or (B) We may charge you a monthly property damage surcharge of up to 1% of the cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. **NOTHING IN THIS PARAGRAPH VITIATES OUR RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT.** We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for liability or injury caused by or in any way related to delivery, installation, possession, ownership, leasing, manufacture, use, condition, inspection, removal, return or storage of the Equipment. You will indemnify us on a basis against the loss or unavailability of any tax benefits anticipated at the start date arising out of your acts or omissions. All indemnities will survive the expiration or termination of this Agreement. You agree to indemnify us for loss, theft, destruction or damage to the Equipment ("Loss"), regardless of cause, whether or not insured. You agree to promptly notify us in writing of any Loss. If a Loss occurs and we have not otherwise agreed, we will promptly pay to us the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment, both discounted to present value and less insurance will be paid to us and credited against the Loss. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to the Loss.

5. **ASSIGNMENT: YOU SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER, PLEDGE OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent.** You shall not assign, transfer, sell or dispose of all or any substantial portion of your assets other than in the ordinary course of business, without our prior written consent, and the surviving, or transferee of such assets, as the case may be, shall assume all of your obligations under this Agreement by a written instrument acceptable to us. No event shall occur which causes or results in a transfer of your obligations while any obligations are outstanding hereunder. We may sell, assign, or transfer this Agreement without notice to or consent from you. You agree that if we sell, assign or transfer this Agreement, our assignee will not be subject to any claim that you may have against us. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. **DEFAULT AND REMEDIES:** You will be in default if: (i) you do not pay any Payment or other sum due to us or you fail to perform in accordance with the covenants, terms and conditions of this Agreement with us or any of our affiliates or fail to perform or pay under any material agreement with any other entity; (ii) you make or have made any false statement or misrepresentation to us; (iii) you dissolve, liquidate, terminate existence or is in bankruptcy; (iv) you or any guarantor suffers a material adverse change in its financial, business or operating condition; or (v) any guarantor defaults under this Agreement. If you are ever in default, at our option, we can cancel this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of term plus the amount of the Equipment, both discounted to present value at 2%. We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any remedy available to us under the UCC and any other law and we may require that you immediately stop using any Financed Items. If we take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, and the proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement and you will be responsible for any deficiency. In the event of any dispute or enforcement of our rights under any related agreement, you agree to pay our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, agency fee. **WE SHALL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE.** Any delay or failure to perform under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are limited to those provided in the UCC. You waive all rights under sections 2A-508 through 2A-522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your property. We shall not be bound by any limitation on the amount of damages recoverable by us.

7. **INSPECTIONS AND REPORTS:** We have the right, at any reasonable time, to inspect the Equipment and any documents relating to its installation, use, maintenance and repair. Within 30 days after our inspection as provided herein, you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the Equipment. The information to be provided includes: (i) compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity, and a statement of operations) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the condition of the prior fiscal year in comparative form, in all reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains. You authorize us to use the information for credit and collection purposes and to share them with our affiliates and agents.

8. **END OF TERM:** Unless the purchase option is \$1.00, at the end of the initial term, this Agreement shall renew for successive 3-month renewal term(s) under the same terms hereof unless you send us a written notice of termination at least 30 days before the end of the initial term or at least 30 days before the end of any renewal term that you want to purchase or return the Equipment, and you timely purchase or return the Equipment. You agree to pay all Payments and paying all other amounts due, until the Equipment is purchased or returned. As long as you have given us the required written notice, if you do not purchase the Equipment, you will return the Equipment to us, in good condition, in retail re-salable condition, full working order and complete repair. **YOU ARE SOLELY RESPONSIBLE FOR REMOVING ANY DATA THAT MAY RESIDE IN THE EQUIPMENT BUT NOT LIMITED TO HARD DRIVES, DISK DRIVES OR ANY OTHER FORM OF MEMORY.**

9. **USA PATRIOT ACT NOTICE; ANTI-TERRORISM AND ANTI-CORRUPTION COMPLIANCE:** To help the government fight the funding of terrorism and money laundering activities, federal law requires a financial institution to obtain, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will help us identify you. We may also ask to see other documents that substantiate your business identity. You and any other person who you control, own a controlling interest in, or who owns a controlling interest in or on whose behalf you act ("Representatives") are and will remain in full compliance with all laws, regulations and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention of money laundering, bribery, corruption, and terrorism, and neither you nor any of your Representatives is or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury, Assets Control or successor or the U.S. Department of State. You shall, and shall cause any Representative to, provide such information and take such actions as are reasonably requested by us in order to comply with anti-money laundering laws and regulations.

10. **MISCELLANEOUS:** Unless otherwise stated in an addendum hereto, the parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "copy" shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually or electronically signed signature and is held or controlled by us; and (iii) to the extent that this Agreement or any related documents are created in electronic form, the copy shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually or electronically signed signature and is held or controlled by us. Notwithstanding anything to the contrary hereof, you agree to sign this Agreement or any related documents hereto manually and to send to us the manually signed, duly executed documents via overnight courier on the same day that you send us a copy of the electronically transmitted copy of the documents. You agree to execute any further documents that we may request to carry out the intent and purposes of this Agreement. Whenever our consent is required, we shall give our consent in our sole discretion, except as otherwise expressly stated herein. From time to time, Supplier may extend to us payment terms for Equipment financed under this Agreement that are more favorable than those stated in this Agreement, and we may provide Supplier information regarding this Agreement if Supplier has assigned or referred it to us. All notices shall be mailed or delivered by facsimile to the address of the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing us with a telephone number for a cellular device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications, including but not limited to pre-recorded or artificial voice message calls, made by an automatic telephone dialing system, from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future for non-marketing purposes. Calls and messages may incur access fees from your cellular provider. You authorize us to make non-material amendments (including completing and conforming the description of any document in connection with this Agreement). Unless stated otherwise herein, all other modifications to this Agreement must be in writing and signed by each party or in a duly authenticated electronic form. This Agreement may not be modified by course of performance.

11. **WARRANTY DISCLAIMERS:** WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS." YOU HAVE SELECTED SUPPLIER AND THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. WE MAKE NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. THE EQUIPMENT IS PROVIDED AS-IS WITHOUT WARRANTY OF ANY KIND, AND WE ARE NOT AGENT OF SUPPLIER. THE EQUIPMENT IS PROVIDED AS-IS WITHOUT WARRANTY OF ANY KIND, AND WE ARE NOT AGENT OF SUPPLIER.



## HARDWARE TERMS AND CONDITIONS

Prosource will service all equipment to manufacturers' recommendations and if unable to satisfactorily service a Prosource product in the field, a loaner will be provided while in-shop repairs are performed. If a Prosource product is unable to be satisfactorily repaired, a comparable replacement model will be provided.

All Prosource products are covered for a period of five years, provided the individual unit is continuously maintained under a Prosource maintenance agreement from the date of installation.

All Prosource service calls will have an average four-hour response time (Monday - Friday 8:00 a.m. - 5:00 p.m.). The four-hour response time will be reviewed annually. If Prosource fails to have an average four-hour response time, Prosource will refund your previous month's service fee.



### THIS GUARANTEE:

- Applies to equipment that has not been damaged or destroyed by customer abuse or acts of nature
- Applies if the customer's account is current

## SOFTWARE TERMS AND CONDITIONS

If Prosource is unable to complete the Statement of Work, Prosource will refund the unused portion of any Professional Services contract and deliver any project documentation to the customer.

All Prosource Software Applications are supported in conjunction with the software vendor's Annual Maintenance and Support Program. Prosource will continue to provide support in conjunction with the software vendor, as long as the vendor offers support and authorizes Prosource to deliver that support.

### THIS GUARANTEE:

- Applies to software that is covered by an annual maintenance and support program through Prosource
- Requires a signed Statement of Work prior to the start of work
- Does not cover custom development or applications not installed by Prosource
- Does not cover loss of data
- Is only in effect if the customer account is in good standing with Prosource and with the Software Vendor

# TotalPro Guarantee Authorization Form

Date: \_\_\_\_\_ Customer: Floyd County Schools

Customer Signature: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Prosource Sales Executive Signature: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Prosource Authorized Signature: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_



Office Equipment | Document Automation | Technology Solutions



# We Guarantee 100% Customer Satisfaction

Our unique TotalPro Guarantee puts our commitment to customer satisfaction in writing. Should you ever feel we have not exceeded your expectations, let us know – and we will immediately work to make things right.

888.698.0763 | TOTALPROSOURCE.COM



## STATE AND LOCAL GOVERNMENT ADDENDUM

Addendum to Agreement # \_\_\_\_\_ and any future supplements/schedules thereto, between Floyd County Schools, as Customer ("Customer") and U.S. Bank Equipment Finance, as Lessor. The words "you" and "your" refer to Customer. The words "we" and "us" refer to Lessor.

1. The parties wish to amend the above-referenced Agreement by adding the following language:

**REPRESENTATIONS AND WARRANTIES OF CUSTOMER:** You hereby represent and warrant to us that: (i) you have been duly authorized under the Constitution and laws of the applicable jurisdiction and by a resolution or other authority of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (ii) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (iii) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (iv) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use, and your need for the Equipment is not expected to diminish during the term of this Agreement; (v) you have funds available to pay Payments until the end of your current appropriation period, and you intend to request funds to make Payments in each appropriation period, from now until the end of the term of this Agreement; and (vi) your exact legal name is as set forth on page one of this Agreement.

**INITIAL TERM AND RENEWAL TERM(S):** The term of the Agreement consists of an initial term beginning on the date we pay Supplier and ending at the end of your fiscal year in which we pay Supplier, and a series of renewal terms, each co-extensive with your fiscal year. Except to the extent required by applicable law, if you do not exercise your right to terminate the Agreement under the Non-Appropriation or Renewal paragraph as of the end of any fiscal year, the Agreement will be deemed automatically renewed for the next succeeding renewal term.

An election by you to terminate the Agreement under the Non-Appropriation or Renewal paragraph is not a default.

Notwithstanding anything to the contrary set forth in the Agreement, if we cancel the Agreement following a default by you, we may require that you pay the unpaid balance of Payments under the Agreement through the end of your then-current fiscal year, but we may not require you to pay future Payments due beyond that fiscal year or the anticipated residual value of the Equipment. If we sell the Equipment following a default by you, you will not be responsible for a deficiency, except to the extent of our costs of repossession, moving, storage, repair and sale, and our attorneys' fees and costs.

**NON-APPROPRIATION OR RENEWAL:** If either sufficient funds are not appropriated to make Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed either automatically or by mutual ratification, this Agreement shall terminate and you shall not be obligated to make Payments under this Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which Payments have been appropriated or the term of this Agreement has been renewed, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after (i) your failure to appropriate funds sufficient for the payment of the Payments or (ii) to the extent required by applicable law, (a) this Agreement is not renewed or (b) this Agreement is renewed by you (in which event this Agreement shall be mutually ratified and renewed), provided that your failure to give any such notice under clause (i) or (ii) of this sentence shall not operate to extend this Agreement or result in any liability to you.

**SUPPLEMENTS; SEPARATE FINANCINGS:** To the extent applicable, in the event that the parties hereafter mutually agree to execute and deliver any supplement or

schedule ("Supplement") under the above-referenced Agreement, such Supplement, as it incorporates the terms and conditions of the Agreement, shall be a separate financing distinct from the Agreement or other Supplements thereto. Without limiting the foregoing, upon the occurrence of an event of default or a non-appropriation event with respect to the Agreement or a Supplement (each, a separate "Contract"), as applicable, we shall have the rights and remedies specified in the Agreement with respect to the Equipment financed and the Payments payable under such Contract, and we shall have no rights or remedies with respect to Equipment financed or Payments payable under any other Contract unless an event of default or non-appropriation event has also occurred under such other Contract.

2. The parties wish to amend the above-referenced Agreement by restating certain language as follows:

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "You shall not be required to indemnify or hold us harmless against liabilities arising from this Agreement. However, as between you and us, and to the extent permitted by law and legally available funds, you are responsible for and shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of this Agreement to us or that arise directly from our gross negligence or willful misconduct."

Any provision in the Agreement stating that the Agreement is governed by a particular state's laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "This Agreement will be governed by and construed in accordance with the laws of the state where you are located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum."

Any provision in the Agreement stating this Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: "You agree that the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document."

Any provision in the Agreement stating that this Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "Unless the purchase option is \$1.00 or \$101.00, you agree to send us written notice at least 30 days before the end of the final renewal term that you want to purchase or return the Equipment, and you agree to so purchase or return the Equipment not later than the end of the final renewal term. If you fail to so purchase or return the Equipment at or before the end of the final renewal term, you shall be a holdover tenant with respect to this Agreement and the Equipment, and this Agreement shall renew on a month-to-month basis under the same terms hereof until the Equipment has been purchased or returned."

Any provision in the Agreement stating that we may assign this Agreement is hereby amended and restated as follows: "We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent."

Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement and any supplements hereto. You authorize and ratify our filing of any financing statement(s) and the naming of us on any vehicle title(s) to show our interest."

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.



Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement is hereby amended and restated as follows: "You will be in default if: (i) you do not pay any Payment or other sum due to us under this Agreement when due or you fail to perform in accordance with the covenants, terms and conditions of this Agreement; (ii) you make or have made any false statement or misrepresentation to us; or (iii) you dissolve, liquidate, terminate your existence or are in bankruptcy.

Any provision in the Agreement stating that you shall pay our attorneys' fees is hereby amended and restated as follows: "In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay, to the extent permitted by law and to the extent of legally available funds, our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee."

Any provision in the Agreement requiring you to pay amounts due under the Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew the Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

3. If your end-of-term option is the purchase of all Equipment for \$1.00 or \$101.00, the following applies: Unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement.

4. With respect to any "Financed Items," the following provisions shall be applicable to such Financed Items:

This Addendum concerns the granting to you of certain software and/or software license(s) ("Licensed Software"), the purchase by you of certain software components, including but not limited to, software maintenance and/or support ("Products") and/or the purchase by you of certain implementation, integration, training, technical consulting and/or professional services in connection with software ("Services") (collectively, the "Financed Items") from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as further described in the agreement(s) between you and Supplier (collectively, the "Product Agreement"). For essential governmental purposes only, you have requested and we have agreed that instead of you paying the fees pursuant to the Product Agreement to Supplier for the Financed Items, we will satisfy your obligation to pay such fees to Supplier, and in consideration thereof, you shall repay the sums advanced by us to Supplier by promptly making certain installment payments to us, which are included in the Payments set forth in the Agreement.

To the extent permitted by law, you grant us a security interest in the license(s), including without limitation, all of your rights in the Licensed Software granted thereunder, the Products, all rights to payment under the Product Agreement, the Financed Items, and all proceeds of the foregoing to secure all amounts you owe us under this Agreement. You authorize and ratify our filing of any financing statement(s) to show our interest.

Ownership of any Licensed Software shall remain with Supplier thereof. All Financed Items shall be provided by a Supplier unrelated to us, and your rights with respect to such Financed Items shall be governed by the Product Agreement between you and

Supplier, which shall not be affected by this Agreement. IN NO EVENT SHALL WE HAVE ANY OBLIGATION TO PROVIDE ANY FINANCED ITEMS, AND ANY FAILURE OF SUPPLIER TO PROVIDE ANY FINANCED ITEMS SHALL NOT EXCUSE YOUR OBLIGATIONS TO US IN ANY WAY. YOU HAVE SELECTED SUPPLIER AND THE FINANCED ITEMS BASED UPON YOUR OWN JUDGMENT. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE FINANCED ITEMS. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE FINANCED ITEMS COVERED BY THE PRODUCT AGREEMENT AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR AS TO ANY PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS OR ANY OTHER ISSUE IN REGARD TO THE FINANCED ITEMS. YOU HEREBY WAIVE ANY CLAIM (INCLUDING ANY CLAIM BASED ON STRICT LIABILITY OR ABSOLUTE LIABILITY IN TORT) THAT YOU MAY HAVE AGAINST US FOR ANY LOSS, DAMAGE (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF DATA OR ANY OTHER DAMAGES) OR EXPENSE CAUSED BY THE FINANCED ITEMS COVERED BY THE PRODUCT AGREEMENT OR A TERMINATION OF THE FINANCED ITEMS PURSUANT TO AN EVENT OF DEFAULT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, LOSS, EXPENSE OR COST.

The following shall be additional events of default under the Agreement: (i) you fail to perform in accordance with the covenants, terms and conditions of the Product Agreement, or (ii) the Product Agreement is terminated, suspended, materially restricted or limited.

The following shall be additional remedies we have for your default under the Agreement: We shall have the right to: (a) cause the termination of the Financed Items and you irrevocably consent to such termination of the Financed Items by Supplier; and (b) require you to immediately stop using the Financed Items (regardless of whether you are in default under the Product Agreement) and you shall, at our option, either deliver to us a certification executed by a duly authorized officer certifying that you have ceased use of the Financed Items or deliver the Financed Items to a location designated by us. In the event you are entitled to transfer the right to use the Financed Items to any third party, you hereby agree to transfer any such right to use the Financed Items to any third party selected by us and acknowledge that you shall have no right to fees payable by any third party in connection with such transfer. However, we shall not be required to mitigate our damages caused by a default by transferring any Financed Items to a third party.

By signing this Addendum, Customer acknowledges the applicable changes noted above are incorporated by reference into the Agreement. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer. Customer has caused this Addendum to be executed by its duly-authorized officer as of the date below.

U.S. Bank Equipment Finance

Lessor

Signature

Title

Date

Floyd County Schools

Customer

X

Signature

Title

Date

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

er:  prosource

## APPLICATION NO.

AGREEMENT NO.  
1

### EQUIPMENT DESCRIPTION

[illegible]

**This Schedule "A" is hereby verified as correct by the undersigned Customer.**

27080 (2017)

**X**

TITLE

Rev. 11/06/2018



## MANAGED PRINT SERVICES AGREEMENT

### COMPANY INFORMATION

Name		
Address		
Address		
City	State	Zip
Primary Contact		Title
Email	Telephone	Fax
IT Contact		Title
Email	Telephone	Fax

### AGREEMENT DETAILS

BILLING GROUP	COVERED DEVICES	TYPE	BASE AMOUNT	PRINTS INCLUDED	OVERAGE RATES
NETWORKED	SEE SCHEDULE A	BLACK:			
		COLOR:			
NON-NETWORKED	SEE SCHEDULE B	BLACK:			
		COLOR:			

Agreement is valid for \_\_\_\_ year(s) beginning on the 15th of \_\_\_\_\_, 20\_\_\_\_.

Agreement covers all parts, labor, drums and toner. Agreement excludes MICR toner, paper and other print media.

Base amount bills    Monthly    Quarterly                      Overage amount bills    Monthly    Quarterly

### OTHER


### ORDER ACCEPTANCE

Upon approval of this Agreement by both parties, ProSource will inventory the Equipment to be covered under this Agreement. All eligible Equipment will either be repaired or replaced as/if needed, as determined by ProSource, and marked with a ProSource identification tag. All Customer owned toner and drums become part of this Agreement and will be provided to ProSource. All eligible Equipment to be identified within thirty (30) days of begin date referenced above. Customer will allow ProSource to install Data Collection Agent (DCA) on their network(s) to provide remote monitoring of Equipment.

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

THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF ARE INCORPORATED IN AND MADE PART OF THIS AGREEMENT.

**THIS AGREEMENT IS NON-CANCELABLE**

## Standard Terms and Conditions

1. **General Scope of Coverage.** ProSource will inventory the Equipment to be covered under this Agreement. All eligible Equipment will either be repaired or replaced as/if needed, as determined by ProSource, and marked with a ProSource identification tag. This Agreement covers all toner (except MICR), drums, parts and labor as necessitated by normal use of the equipment. ProSource will provide service and keep the equipment in good working order while operated in accordance with published specifications and the equipment is located within ProSource's area of responsibility. This Agreement excludes damage to the equipment or its parts arising out of misuse, abuse, negligence, accident, electric current fluctuations, unfavorable environmental conditions (e.g. improper dust and humidity levels), use of unauthorized supplies or causes beyond ProSource's control. 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. Inkjet Printers are not eligible for the ProSource MPS Agreement.
2. **Addition of Equipment.** Customer is required to notify ProSource within ten (10) business days of any additional equipment at Customer's site. ProSource will inventory additional equipment to determine eligibility for the Agreement. All eligible Equipment will either be repaired or replaced as/if needed, as determined by ProSource, and marked with a ProSource identification tag and added to the Agreement. In the event Customer requires additional features on equipment, Customer will purchase new equipment to meet additional requirements. The new equipment will be marked with a ProSource identification tag and added to the Agreement. Fleet configuration changes due to installation of new equipment during the Agreement may result in base amount or cost per print adjustments that will be reflected on a new Managed Print Services Agreement. Customer is to advise ProSource within ten (10) business days of any Equipment relocations.
3. **Removal/Installation of Equipment.** ProSource may replace any printer, at our discretion, and at no charge to the customer, with a like type system. Replacements will be made for any printer that is less than seven (7) years old, or less than two years past the date the product was discontinued by the manufacturer, whichever is the longer. Devices requiring replacement which are older than the terms above will be made at customer expense. ProSource reserves the right to remove any printer older than 7 years from the agreement should the device become unserviceable due to cost or parts availability. Ownership transfers to ProSource upon receipt of any equipment removed from Customer's location under this Agreement. Ownership transfers to Customer upon receipt of any equipment installed at Customer's location under this Agreement.
4. **Supplies.** All supplies are OEM compatible. Supplies will be shipped per Customer request but limited to the quantity required based on prints generated under this Agreement. 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 other, accidents or government acts.
5. **Availability.** On-site hours are from 8:00am to 5:00pm, Monday through Friday, excluding ProSource holidays.
6. **Payment Terms.** Net 15 days. Customer agrees to pay interest at a rate of 1 1/2 % per month on any amounts unpaid within fifteen (15) days. ProSource reserves the right to hold service and supplies in the event Customer's account balance is delinquent based on ProSource payment terms.
7. **Taxes.** Customer shall pay all Federal, state and local sales, use, property, excise or other taxes imposed on or with respect to this Agreement.
8. **Indemnification.** Customer shall indemnify and hold ProSource harmless from any claim, demand, liability, and cause of action or damage, including without limitation reasonable attorneys' fees, for actual or alleged infringement of any intellectual property rights or copyrights arising from the performance of services under this Agreement. Customer agrees to defend ProSource at Customer's sole expense, against all suits, actions or proceedings in which ProSource is made a defendant for actual or alleged infringement of any intellectual property rights. Other than as provided above, each party agrees to hold harmless, defend and indemnify the other party against any liability, demand, claim or cause of action for personal injury or property damages due to or arising out of the acts of that party, its agents and employees. However, each party shall have no obligation to hold harmless, defend or indemnify the other from or for liability arising from the other's own intentional or negligent acts. PROSOURCE SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR LOSS OF DATA OR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SUCH AS, BUT NOT LIMITED TO, DAMAGE OR LOSS OF OTHER PROPERTY OR EQUIPMENT, LOSS OF PROFITS OR REVENUE, OR COST OF CAPITAL, DUE TO PROSOURCE'S NON-PERFORMANCE, ITS BREACH OF THIS AGREEMENT, OR ANY ACT OF PROSOURCE OF ITS EMPLOYEES, CONTRACTORS OR AGENTS. THE REMEDIES OF THE CUSTOMER SET FORTH HEREIN ARE EXCLUSIVE.
9. **Miscellaneous.**
  - (a) This Agreement supersedes all prior discussions or representations, whether oral or written, between the parties. No modification of this Agreement shall be binding unless signed by both parties.
  - (b) If any provision of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement shall still be construed as valid and enforceable.
  - (c) This Agreement is non-refundable and renewed at the end of the contract period 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 15%.
  - (d) This Agreement is not assignable or transferable by Customer without ProSource's written consent which will not be unreasonably withheld.
  - (e) ProSource makes no warranty, expressed or implied, of fitness for a particular use or merchantability.
10. **Accessibility.** Customer agrees to provide full and free physical and remote access to the Equipment, via ProSource Data Collection Agent (DCA), during ProSource hours. Customer agrees to provide notification to ProSource of system upgrades that may impact performance of DCA or devices. If necessary, reinstallation will be performed by the ProSource help desk or Field Network Engineer at ProSource's prevailing rates.
11. **Network.** Any networking issues or network topology changes that are deemed by ProSource to be unrelated to a hardware malfunction will be billable at ProSource's prevailing rates.
12. **Meter Collection.** Customer will provide periodic meter readings on non-networked devices that cannot be viewed by ProSource DCA at least annually. The ProSource DCA will recognize devices that are compatible and networked. Failure to provide meters on non-compatible and non-networked devices will result in ProSource collecting meters and billing Customer at ProSource's prevailing rates.
13. **Breach.** This Agreement may be terminated by ProSource in the event Customer breaches any of its obligations under this Agreement. In the event of termination, Customer shall:
  - i.) Permit ProSource to remove any ProSource owned equipment or supplies covered under this Agreement.
  - ii.) Pay all charges due and owing to ProSource through the date of removal of ProSource owned equipment and supplies as well as the sum of remaining monthly base amounts through the end of the current contract term.
14. **Legal Rights.** Customer shall pay all of ProSource's costs in the collection of any amount due hereunder, the recovery of any property pursuant hereto or in the enforcement of ProSource's rights against Customer, including attorney fees. Attorney fees shall be paid by the Customer whether or not suit be brought. CUSTOMER WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY. This Agreement shall be governed and construed in accordance with the laws of the State of Ohio.