

AGREEMENT



GREATAMERICA FINANCIAL SERVICES CORPORATION
PAYMENT ADDRESS:
PO BOX 660831, DALLAS TX 75266-0831

AGREEMENT NO.:

CUSTOMER ("YOU" OR "YOUR")

FULL LEGAL NAME: Hopkins County Board of Education

ADDRESS: 2135 North Main St. Madisonville KY 42431

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 Post Base Vision A7 mailing Machine
1 Formax FB-2002 Self Sealer Conveyor

EQUIPMENT LOCATION: As Stated Above

(*PLUS TAX)

TERM IN MONTHS: 36

MONTHLY PAYMENT AMOUNT*: 294⁰⁰

PURCHASE OPTION*: **Fair Market Value**

SECURITY DEPOSIT: 0

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 \$125.00. If we do not receive by the due date, at the remittance address indicated on your invoice, any amount payable to us, 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.

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.

LOSS OR DAMAGE. You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. We are not responsible for, and you will indemnify us against, any claims, losses or damages, including attorney fees, in any way relating to the Equipment or data stored on it. This indemnity will survive the expiration of this Agreement. In no event will we be liable for any consequential or indirect damages.

INSURANCE. You agree to maintain commercial general liability insurance acceptable to us. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to 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 secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 3% per annum.

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.

END OF TERM. At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew month to month unless a) we receive written notice from you, at least 60 days prior to the End Date, of your intent to return the Equipment, and b) you timely return the Equipment to the location designated by us, at your expense. If a Purchase Option is indicated above and you are not in default on the End Date, you may purchase the Equipment from us "AS IS" for the Purchase Option price. If the returned Equipment is not immediately available for use by another without need of repair, you will reimburse us for all repair costs. You cannot pay off this Agreement or return the Equipment prior to the End Date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the amount we paid for the Equipment.

DEFAULT/REMEDIES. If a payment becomes 10+ days past due, or if you otherwise breach this Agreement, you will be in default, and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, discounted at 3% per annum; and we may disassemble or repossess the Equipment and use all other legal remedies available to us. You agree to pay all costs and expenses (including reasonable attorney fees) we incur in any dispute with you related to this Agreement. You agree to pay us interest on all past due amounts at the rate of 1.5% per month, or at the highest rate allowed by applicable law, if less.

UCC. You agree that this Agreement is (and/or shall be treated as) a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.

MISCELLANEOUS. This Agreement is the entire agreement between you and us relating to the Equipment and supersedes any prior representations or agreements, including any purchase orders. Amounts payable under this Agreement may include a profit to us. The parties agree that the original hereof for enforcement and perfection purposes, and the sole "record" constituting "chattel paper" under the UCC, is the paper copy hereof bearing (i) the original or a copy of either your manual signature or an electronically applied indication of your intent to enter into this Agreement, and (ii) our original manual signature. If any provision of this Agreement is unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law. Any change must be in writing signed by each party.

CUSTOMER'S AUTHORIZED SIGNATURE

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:

DATE:

PRINT NAME & TITLE:

PRINT NAME & TITLE:

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:

NAME AND TITLE:

DATE:

TRI-STATE MAILING SYSTEMS

P.O. BOX 2525 • OWENSBORO, KY 42302
Phone (502) 683-9249
EQUIPMENT SERVICE AGREEMENT

BR/RO NO	SALE ☐	Agreement NO
TAX EXEMPT	LEASE ☐	EFFECTIVE DATE
☐ STATE	RENTAL ☐	
☐ LOCAL	EXEMPTION NO	CUSTOMER PO NO

Customer		Hopkins County Board of Education	
Address	2135 North Main St.	Address	SAME
CITY	Madisonville	CITY	
STATE	KY	STATE	
Zip Code	42431	Zip Code	

MODEL NO.	MACHINE SERIAL NO	ORIGINAL INSTALLATION DATE	DESCRIPTION	ANNUAL RATE
	Annual Maintenance Contract		for Post Base	
	Vision A mailing Machine			
	Formax FB-2002 Self Sealer/Conveyor			\$890.00
TOTAL ANNUAL CHARGE SUBJECT TO APPLICABLE TAXES				\$890.00

Tri-State Mailing Systems (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.

Service performed under this Agreement are as follows:

a. 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 charge for materials or labor.

b. Bring scales to tolerances and standards for proper operation.

c. With respect to any mechanical scales which may be included under this Agreement, Tri-State Mailing Service 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 chips 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 additional charge will be performed on the postal or UPS rate change that occurs first after the signing of this Agreement. Thereafter, TSMS 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 charges 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.....60%
Three Shifts.....100%

In the event that TSMS, provides service hereunder for any of the following units, the parts listed next to said units are hereby expressly excluded from TSMS obligations, here under:

Electronic Scale	Electronic Components, required to update for USPS or UPS rate increase changes, load cells and mother board are excluded when replacement is necessitated by accident, damage, or misuse.
Printers All models:	Supply Items (paper, ink roller(s), ribbon(s), printing dies, wheels, and matrix assemblies are excluded when replacement is necessitated by accident, damage, or misuse.
Postage Meter Mailing Machines	Ad Plate, Ink Rollers, envelop 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, aspect 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 initiated by TSMS to recover any monies due hereunder, Customer shall pay a reasonable sum as Attorney's fees. Neither this Agreement nor any rights hereunder may be assigned by Customer without the prior written consent of TSMS

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.

Subject to acceptance by Tri-State Mailing Systems, At its general offices, 3216 Alvey Park Drive, East, Owensboro, KY, 42303. This Agreement shall take effect on the date written above and continue effect for one year and remain in force thereafter with automatic annual renewal at the then prevailing rates until cancelled in writing by either party upon thirty (30) days' notice. It is agreed by Customer and the Company that the equipment is in good operating condition on the date this Agreement becomes effective.

ACCEPTED BY CUSTOMER

Signed By (Signature) Title _____ Date _____

APPROVED FOR Tri-State Mailing Systems, 3216 Alvey Park Drive East, Owensboro, KY, 42303 - ISSUANCE OF INVOICE INDICATES FINAL ACCEPTANCE.

Approved By: _____ Date _____

Acceptance By TSMS: _____ Title _____ Date _____

TSMS Representative, _____