



Image Management Contract

No. _____

SOLD TO:
 City of Sweet Home
CUSTOMER NAME
 3225 Main St.
BILLING ADDRESS
 Sweet Home OR 97368
 CITY STATE ZIP
 (541) 367-8969
TELEPHONE

SHIP TO:
 City of Sweet Home
CUSTOMER NAME
 Various
SHIPPING ADDRESS
 CITY STATE ZIP
 ()
TELEPHONE

ATTENTION KEY OPERATOR

ORDER DATE	PO#	ORDERED BY	SOLD BY		
8/15/2022			McGillivray		
QTY	ITEM	TYPE	DESCRIPTION	UNIT PRICE	TOTAL
1	C650i	New	Konica Minolta C650i Color Multifunction - Copy / Print / Scan / Fax (City Hall)		Leased
		Inc.	Staple + Hole Punch + Trifold + Papercut License		
		Inc.	4 x 550 Sheet Paper Trays		
1	C300i	New	Konica Minolta C300i Color Multifunction - Copy / Print / Scan (Court Office)		
		Inc.	Staple + Trifold		
		Inc.	2 x 550 Sheet Paper Trays		
3	C3350i	New	Konica Minolta C3350i Color MFP- Copy / Print / Scan - (1) Public Works / (2) City Hall		
		Inc.	550 Sheet Paper Tray		
		Service:	Includes all consumables, parts & labor.		
Minimum Monthly Payment (plus applicable taxes) \$ 379.42 Term 60 Months				Device Management	
Service/Supply Commitment	Models	Monthly Minimum Number of Images	Excess Per Image Charge	Excess Billing Cycle	
See Schedule A				<input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Annual	Automated Meter Reading Auto Toner Replenishment Advanced Scanning Security MFP Network Support Power Filter
CONDITIONS OF SALE, CONTINGENCIES OR COMMENTS					Delivery
*All equipment includes delivery, installation & training.					
*The minimum monthly payment & service rates are to remain flat for term.					Subtotal
*POA to handle existing equipment return at no additional charge.					Sales Tax
*KM Blitz Promo: POA to issue \$1,000.00 rebate check with order signed no later than 8/25/2022.					
				Total	Leased

By signing this Contract, Customer acknowledges and agrees: (a) this Contract is NON-CANCELABLE; (b) all terms and conditions on the reverse side are an integral part of this Contract; (c) to fully understand all terms and conditions stated herein; and (d) this Contract is the entire Agreement between Customer and Pacific Office Automation relating to the equipment and services described herein, and can be changed only by written agreement signed by both parties.

Customer Authorization

 SIGNATURE
 City Manager
 TITLE
 9-30-22
 DATE
 TITTLE

Approved by Pacific Office Automation
 BY _____
 TITLE _____ DATE _____

SERVICE/SUPPLY COMMITMENT TERMS AND CONDITIONS

As consideration for Customer's payment as set forth on the front of the Contract, Pacific Office Automation ("POA") agrees to provide parts and labor service for the equipment purchased or leased hereunder pursuant to the following terms and conditions. POA will provide:

- Replacement of all parts found defective or worn as a result of normal equipment use.
- Labor to repair and properly maintain the equipment.
- All preventative maintenance done at intervals specified by the manufacturer.
- Loaner equipment in the event the equipment requires shop work to repair.
- Replacement of photoconductors and heater rollers found defective or worn as a result of normal use.
- Replacement of black and color toner, black developer, brushes, and filters.
- Factory recommended retrofits and improvements in the equipment.

If color toner is included in the Service/Supply Commitment, the color toner will be supplied within the cost per copy charge based upon the standard manufacturer's yield. Excess toner will be billed at standard manufacturer's retail price. Not included in the Service/Supply Commitment are paper, staples, and network support. Service calls by POA covered under the Service/Supply Commitment will only be made during the hours of 8 a.m. to 5 p.m., Monday through Friday, excluding holidays. Service billed at any other time will be billed at standard overtime rates. For products or services acquired hereunder, the terms of payment are net ten (10) days.

Customer agrees to pay POA the minimum monthly payment and overage charges agreed to on the front of the Contract and agrees that excess images over the allotted minimum amount during the billing cycle will be billed to Customer at the agreed to rate. If not noted, excess images will be charged at POA's book rates. If the Service/Supply Commitment combines two or more pieces of equipment of different operating costs, POA reserves the right to adjust image allocation and pricing to fairly reflect actual usage should the actual usage rate of the equipment vary by more than 10% from the expected usage rates. Customer agrees that POA may increase the Minimum Monthly Payment each year during any term by an amount not to exceed 10% of such charge. Service may include reasonable use of Customer's image allotments and materials. Customer's failure to abide by all payment obligations may result in termination of service.

This Service/Supply Commitment shall continue for the term stated on the front of the Contract. The Service/Supply Commitment shall automatically renew for successive one (1) year terms, unless either party provides written notice to the other party of their intent to terminate prior to thirty (30) days before the expiration of the original term or any subsequent renewal term.

GUARANTEES

POA extends to Customer the following express limited guarantees under the Service/Supply Commitment.

1. **STANDARD LIMITED WARRANTY:** POA warrants New equipment to be free of defect in materials and workmanship for a period of 90 days from installation. This warranty does not extend to replacement of supply items or consumables, including, but not limited to photo conductors, heater rollers, fuser, cleaning kits, toner, developer, or paper. For purposes of this paragraph, New equipment shall be defined as equipment with usage up to 5,000 copies. Used equipment will receive a 30-day warranty.
2. **LIFETIME POWER PROTECTION GUARANTEE:** If a POA Power Filter is included in the Service/Supply Commitment, repairs of damage to covered equipment caused by power surges and/or lightning will be covered.
3. **RESPONSE TIME WARRANTY:** POA guarantees four hour average response time for emergency services for equipment that is within fifty miles of POA branch offices. If POA does not perform guaranteed response time for a period of one year, upon written request, Customer will receive a 5% credit towards Customer's next service or supply purchase from POA.
4. **UPGRADE, TRADE-IN LIMITED GUARANTEE:** For all New equipment purchased hereunder continuously covered under a POA Service/Supply Commitment, POA will guarantee a trade-in value on New equipment sold by POA up to 90% during the first 36 months after acquisition and a minimum guaranteed trade-in value of 10% thereafter.

GENERAL TERMS & CONDITIONS

- (1) Unless provided, the terms of sale are ten (10) days net. POA agrees to provide reasonable assistance to Customer in its efforts to finance the purchase or lease of the equipment and/or Service/Supply Commitment; however, Customer understands and acknowledges such financing cannot be guaranteed by POA. Customer shall be ultimately responsible for payment of the purchase price of equipment sold or leased. If not provided, the purchase price is the Manufacturer's Suggested Retail Price of the equipment and/or solutions plus the cost of any lease buyouts, delivery charges, installation charges, and the total Service/Supply Commitment.
- (2) If equipment is delivered to Customer before final payment, Customer shall grant to POA a security interest in the equipment and agrees to execute and deliver all documentation necessary to perfect such interest.
- (3) If customer defaults in the payment of the purchase price or any other obligation as provided herein, Customer agrees to pay to POA a service charge of 1.5% per month and all of POA's related attorney's fees and collection costs, even if no suit or action is filed.
- (4) The sales price herein includes the initial installation of the manufacturer's software onto Customer's computers. Prior to such installation, Customer shall perform and complete a system backup. POA shall not be liable for loss or damage of any kind to data or equipment as a result of the installation of the manufacturer's software. Customer shall be solely responsible for the cost of any cables or additional hardware required to connect equipment to a network. POA shall not be responsible for any updates or problems arising after the initial installation due to a change in Customer's computers and/or Network.
- (5) POA MFP Network Service solely provides coverage for services related to the connectivity between the covered equipment and the Customer's Network. MFP Network Service does not provide coverage for services for the Customer's Network itself.
- (6) **DISCLAIMER: EXCEPT AS SPECIFICALLY PROVIDED HEREIN, POA DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EQUIPMENT IS SUBJECT TO A MANUFACTURER'S WARRANTY. UNDER NO CIRCUMSTANCES WILL POA BE RESPONSIBLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES.**
- (7) Customer shall make arrangements to protect or remove sensitive and private data that may become stored on Customer's equipment. While POA may provide options for data removal and protection, Customer is solely responsible for selecting an appropriate data removal standard that meets Customer's business needs. POA is not recommending any particular option, and POA is not liable for damages arising from Customer's failure to fully remove and protect its data. Please note that regardless of which standard Customer chooses, Customer must return leased equipment in full working order at the end of any lease term.

Schedule A - Service & Supply Usage Rates

Models	Konica Minolta C650i	Konica Minolta C300i	Konica Minolta C3350i
Cost per Copy - Black	\$0.0068	\$0.0075	\$0.015
Cost per Copy - Color	\$0.045	\$0.047	\$0.065

Service & Supply: Includes all consumables, parts & labor

Kelly [Signature] 9-30-22
Customer Signature Date





PACIFIC OFFICE AUTOMATION

The Northwest's own, the nationally recognized copier company

TOTAL IMAGE MANAGEMENTSM TB

Schedule No. _____

Master Agreement No. _____

EQUIPMENT

Equipment Model & Description	Serial Number	Accessories
(1) Konica Minolta C650i Color Copier	_____	_____
(1) Konica Minolta C300i	_____	_____
(3) Konica Minolta C3350i	_____	_____

See attached schedule for additional Equipment / Accessories

Equipment Location (if different from Billing Address) 3225 Main St; 1950 Main St; 1400 24th Ave; Sweet Home OR, 97386

SUPPLIER

Pacific Office Automation, Inc.
 Name
14747 NW Greenbrier Pkwy
 Address
Beaverton OR 97006
 City State Zip

TRANSACTION TERMS

Minimum Monthly Payment \$ 379.42 Term 60 months
(plus applicable taxes)

Minimum Monthly Payment includes estimated applicable personal property and other similar taxes.

Image Type	Minimum Number of Images	Excess Per Image Charge
Black & White Images:	<u>Usage (C650i)</u>	<u>.0068</u>
Color Images:	<u>Usage (C650i)</u>	<u>.045</u>
Black Images:	<u>Usage (C300i)</u>	<u>.0075</u>
Color Images:	<u>Usage (C300i)</u>	<u>.047</u>
Black Images:	<u>Usage (C3350i)</u>	<u>.015</u>
Color Images:	<u>Usage (C3350i)</u>	<u>.065</u>

Excess Per Image Billing Preference (monthly if not checked)

Monthly Quarterly Semi-Annually Annually

SUPPLIER FUEL/FREIGHT FEE \$ _____ per month
(Not to exceed \$75.00 per month)

The following additional payments are due on the date this Schedule is signed by you:

SECURITY DEPOSIT \$ _____
ADVANCE PAYMENT *\$ _____ *Applied to: first last
(plus applicable taxes)

DOCUMENT FEE \$75.00 (included on first invoice)

"Master Agreement" shall mean the above referenced Master Agreement. "Schedule" shall mean this Schedule. "TIM Agreement" shall mean this Schedule and the Master Agreement.

YOU HAVE SELECTED THE EQUIPMENT. THE SUPPLIER AND ITS REPRESENTATIVES ARE NOT OUR AGENTS AND ARE NOT AUTHORIZED TO MODIFY THE TERMS OF THE TIM AGREEMENT. YOU ARE AWARE OF THE NAME OF THE MANUFACTURER OF EACH ITEM OF EQUIPMENT AND YOU WILL CONTACT EACH MANUFACTURER FOR A DESCRIPTION OF YOUR WARRANTY RIGHTS. WE MAKE NO WARRANTIES TO YOU, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY OR OTHERWISE. WE PROVIDE THE EQUIPMENT TO YOU AS-IS. YOU AGREE TO USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES. WE SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES. WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LEGAL, TAX OR ACCOUNTING TREATMENT OF THE TIM AGREEMENT AND YOU ACKNOWLEDGE THAT WE ARE AN INDEPENDENT CONTRACTOR AND NOT A FIDUCIARY OF CUSTOMER. YOU WILL OBTAIN YOUR OWN LEGAL, TAX AND ACCOUNTING ADVICE RELATED TO THE TIM AGREEMENT AND WILL MAKE YOUR OWN DETERMINATION OF THE PROPER TIM AGREEMENT TERM FOR ACCOUNTING PURPOSES.

YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER. BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL. THE TIM AGREEMENT SHALL BE GOVERNED BY THE LAWS OF OREGON. YOU CONSENT TO THE JURISDICTION AND VENUE OF FEDERAL AND STATE COURTS IN OREGON.

TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS TO YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ALSO ASK TO SEE IDENTIFYING DOCUMENTS.

ALL OF THE TERMS AND CONDITIONS SET FORTH IN THE MASTER AGREEMENT ARE HEREBY INCORPORATED INTO THIS SCHEDULE. BY SIGNING THIS SCHEDULE, YOU AGREE TO THE TERMS OF THIS SCHEDULE AND THE MASTER AGREEMENT. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT YOU AND US FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

OWNER ("We", "Us")

Pacific Office Automation, Inc.

By: _____

Name: _____

Title: _____

Date: _____

CUSTOMER ("You")

Sweet Home, City of
Full Legal Name

Trade / DBA
3225 Main Street
Billing Address

Sweet Home, OR 97386
City State Zip

Contact Name Phone E-mail Address

By: X
Signature of Authorized Signer

Name: Kelcey Young
Please Print

Title: City Manager

Date: 9-30-22 Fed Tax ID: _____