

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT
Purchasing Processes and Procedures for Services, Equipment, Materials and Supplies - CHECKLIST

Vendor Name: Pacific Office Automation

***REQUIRED CHECKBOX* for Service Contracts**

- MVWSD Independent Contractor for Professional Services Agreement (PSA) completed
- If MVWSD PSA is **NOT** used, explanation with corresponding documents is attached. *legal reviewed contract*

Contract for Professional Services / Special Services

- \$50,000 or below, no further steps required.
- \$50,001 and above, completed the following items:
 - ___ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
 - Reviewed vendors' websites, references and qualifications to ensure applicable past experience.

**If it is advantageous for the district to pursue a particular vendor, a justification can be attached.*

Contract for Services (NOT Special Services)

- \$50,000 or below, no further steps required.
- \$50,001 - \$114,500, completed the following items:
 - ___ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
 - Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- \$114,501 and above, followed the Formal Bid Process in the Purchasing Processes and Procedures document.

Contract for Architects, Engineers, Construction Project Managers, Environmental Consultants, and Surveyors

- Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document.

Contract for Waste Services {MOT or CBO}

- Followed the applicable steps in the Purchasing Processes and Procedures document.

Contract for Transportation (Bus, Cars, etc.) Services

- Followed the applicable steps in the Purchasing Processes and Procedures document.

Contract for Equipment, Materials and Supplies

- \$75,000 or below, no further steps required.
- \$75,001 - \$114,500, completed the following items:
 - ___ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
 - Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- \$114,501 and above, followed the Formal Bid Process in the Purchasing Processes and Procedures document.

Contract for Technology: Computers, Software, Telecommunications Equipment and Other Technology

- Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Public Contract Code §20118.2.

Contract for Educational Materials {Ed Services}

- ___ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
- Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- Ensured the Board considers, selects and evaluates items through the District's process outlined in Board Policy and Administrative Regulation 6161.1.

Contract for Perishable Foods {Child Nutrition}

- ___ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
- Reviewed vendors' websites, references and qualifications to ensure applicable past experience.

Contract Utilizing a "Piggyback Agreement" with Another California Entity {Business Office}

- Followed the applicable steps in the Purchasing Processes and Procedures document.

Contract Utilizing CMAS / Other "Leveraged Procurement Agreement" via the CA Dept of Gen Svcs {Business Office}

- Followed the applicable steps in the Purchasing Processes and Procedures document.

Contract Utilizing an On-Line /Out-Of-State "Cooperative Purchasing Agreement" {Business Office}

- Followed the applicable steps in the Purchasing Processes and Procedures document.

Contract for Construction, Repair and Maintenance {MOT or CBO}

- Up to \$75,000**, completed the following items:
 - ___ proposals received (seek multiple proposals to select a qualified, best value, reasonably-priced vendor.)
 - Reviewed vendors' websites, references and qualifications to ensure applicable past experience.
- \$75,001 - \$220,000**, followed the Informal Bid Process in the Purchasing Processes and Procedures document.
- \$220,001 and above**, followed the Formal Bid Process in the Purchasing Processes and Procedures document.
- Lease-Leaseback**, utilized an RFQ, RFQ/P or RFP process with the assistance of legal counsel to ensure compliance with all Board-approved procedures pursuant to Educ. Code §17406.
- Design-Build**, utilized an RFQ, RFQ/P or RFP process with the assistance of legal counsel to ensure compliance with all procedures pursuant to Educ. Code §§17250.10 et seq. or 17250.60.

Contract for Energy Services That Will Generate Cost Savings

- Followed the RFQ/RFP Process steps in the Purchasing Processes and Procedures document, plus the procurement steps in that document for Government Code §4217.10.

Emergency Contracts {CBO Only}

- Followed the applicable steps in the Purchasing Processes and Procedures document.

Both signatures below are required

<u>Approval by Department Head</u> (Minimum: Manager Level)	<u>Approval by Person with Delegated Authority</u> (Superintendent, CBO, Assoc. / Asst. Superintendent)
Signature: _____ 	Signature: _____ 
Date: _____ May 9 _____, 20 25	Date: _____ 13 MAY _____, 20 25
Print Name: _____ Dr. Rebecca Westover _____	Print Name: _____ Jeffrey Baier _____
Print Title: _____ Chief Business Officer _____	Print Title: _____ Superintendent _____

For Department:

Checklist not required for school sites



PACIFIC OFFICE AUTOMATION

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TOTAL IMAGE MANAGEMENTSM Master Agreement

Master Agreement No. _____ R12

"Master Agreement" shall mean this Master Agreement. "Schedule" shall mean any Schedule signed by you and us which incorporates the terms of this Master Agreement. "TIM Agreement" shall mean this Master Agreement and any Schedule.

TERMS AND CONDITIONS

1. **COMMENCEMENT OF SCHEDULE.** Commencement of a Schedule and acceptance of the Equipment shall occur upon delivery of the Equipment to you. To the extent that the Equipment includes intangible property or associated services such as periodic software licenses and prepaid database subscription rights, such intangible property shall be referred to as "Software". You understand and agree that we have no right, title or interest in the Software and you will comply throughout the Term of the TIM Agreement with any license and/or other agreement ("Software License") entered into with the supplier of the Software ("Software Supplier"). You are responsible for entering into any Software License with the Software Supplier no later than the Commencement Date of the TIM Agreement. You agree to inspect the Equipment upon delivery and verify by telephone or in writing such information as we may require. The Equipment is accepted by you under a Schedule unless you notify us within three (3) days of delivery that you do not accept the Equipment and specify the defect or malfunction. In that event, we will replace the defective item of Equipment or cancel the Schedule and you will assume all our rights under any purchase order or agreement entered into by us to buy the Equipment. If you signed a purchase order or similar agreement for the purchase of the Equipment, by signing a Schedule you assign to us all of your rights, but none of your obligations under it. All attachments, accessories, replacements, replacement parts, substitutions, additions and repairs to the Equipment shall form part of the Equipment under a Schedule.

2. **SECURITY DEPOSIT.** The Security Deposit will be held by us, without interest, and may be commingled (unless otherwise required by law), until all obligations under the TIM Agreement are satisfied, and may be applied at our option against amounts due under the TIM Agreement. The Security Deposit will be returned to you upon termination of a Schedule, provided you are not in default, or applied to the Minimum Monthly Payment ("Minimum Payment") due at the end of the Term, or to the amount we may quote for any purchase or upgrade of the Equipment.

3. **IMAGE CHARGES.** Each month during the Term of a Schedule, you agree to remit to us the Minimum Payment and all other sums when due and payable at the address we provide to you from time to time. You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wires only. You also agree cash and cash equivalents are not acceptable forms of payment for the TIM Agreement and that you will not remit such forms of payment to us. Payment in any other form may delay processing or be returned to you. Furthermore, only you or your authorized agent as approved by us will remit payments to us. Minimum Payments will include any freight, delivery, installation or other expenses we finance on your behalf at your request. In return for the Minimum Payment, you are entitled to produce the Minimum Number of Images for each applicable Image Type each month. You also agree to pay us the applicable Excess Per Image Charge for each metered image that exceeds the applicable Minimum Number of Images (plus appli-

cable taxes). We may estimate the number of images produced if you do not provide us with meter readings within seven (7) days of request. We will adjust the estimated charge for excess images upon receipt of actual meter readings. Notwithstanding any adjustments, you will never pay us less than the Minimum Payment. You agree that after the first twelve (12) months of the Term (for any extension or renewal of the TIM Agreement), and at the end of each following twelve (12) month period thereafter, the Minimum Payments and Excess Per Image Charges may be increased by an amount equal to the lesser of: (a) up to 15% of the Minimum Payments and Excess Per Image Charges in effect at the end of the prior twelve (12) month period; or (b) the maximum percentage permitted by applicable law. At our option, you will: (a) provide us by telephone or facsimile the actual meter readings when requested by us; (b) provide us (or our agent) access to the Equipment to obtain meter readings; or (c) allow us (or our agent) to attach an automatic meter reading device to the Equipment. We may audit any automatic meter reading device periodically. Minimum Payments are due whether or not you receive an invoice. If you have a dispute with the Supplier regarding the Equipment, you shall continue to pay us all Minimum Payments and Excess Per Image Charges without deduction or withholding any amounts. You authorize us to adjust the Minimum Payments by not more than 15% to reflect any reconfiguration of the Equipment or adjustments to reflect applicable sales taxes or the cost of the Equipment by the manufacturer and/or Supplier.

4. **OTHER CHARGES.** You agree to: (a) pay all premiums and other costs of insuring the Equipment; (b) reimburse us for all costs and expenses incurred in enforcing the TIM Agreement; and (c) pay all other costs and expenses for which you are obligated under the TIM Agreement. You agree, at our discretion, to either: (1) reimburse us annually for all personal property and other similar taxes and governmental charges associated with the ownership, possession or use of the Equipment; or (2) remit to us each month our estimate of the pro-rated equivalent of such taxes and governmental charges included in the Minimum Payment as specified on a Schedule to this Master Agreement. In the event that the Minimum Payment includes personal property and other similar taxes, as specified on a Schedule to this Master Agreement, you acknowledge and agree that such amount represents our estimate of such taxes that will be payable with respect to the Equipment during the Term and that we may make a profit from such estimate. You agree to pay us an administrative fee for the processing of taxes, assessments or fees which may be due and payable under this Master Agreement. We may take on your behalf any action required under the TIM Agreement which you fail to take, and upon receipt of our invoice you will promptly pay our costs (including insurance premiums and other payments to affiliates), plus reasonable processing fees. Restrictive endorsements on checks you send to us will not reduce your obligations to us. We may charge you a return check or non-sufficient funds charge of \$25 for any check which is returned by the bank for any reason (not to exceed the maximum amount permitted by law). You agree to pay a monthly

Continued on Page 2

BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL. THIS MASTER AGREEMENT AND EACH SCHEDULE 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.

BY SIGNING THE MASTER AGREEMENT, YOU ACKNOWLEDGE RECEIPT OF PAGE 2 OF THE MASTER AGREEMENT, AND AGREE TO THE TERMS ON BOTH PAGES 1 AND 2. 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: X _____

Name: _____

Title: _____

Date: _____

CUSTOMER ("You")

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

Full Legal Name _____

Trade / DBA _____

By: X _____

Signature of Authorized Signer

Name: _____

Please Print

Title: _____

Date: _____ Fed Tax ID: _____

POA 1702(c) Master r12 (OR) 11/13

ADDITIONAL TERMS AND CONDITIONS OF TIM AGREEMENT

Fuel/Freight Fee, specified on a Schedule to this Master Agreement, which will be remitted by us to the Supplier.

5. **LATE CHARGES.** For any payment which is not received by its due date, you agree to pay a late charge equal to the higher of 10% of the amount due or \$22 (not to exceed the maximum amount permitted by law) as reasonable collection costs.

6. **MAINTENANCE AND SERVICE; OWNERSHIP AND USE.** The Supplier identified on a Schedule has agreed to provide **FULL SERVICE MAINTENANCE DURING NORMAL BUSINESS HOURS, INCLUDING ALL TONER, DEVELOPER AND PARTS NECESSARY TO PRODUCE IMAGES. YOU MUST PURCHASE COPIER PAPER AND STAPLES SEPARATELY.** You acknowledge that: (a) we are not responsible for any service, repair or maintenance of the Equipment; and (b) we are not a party to any service maintenance agreement. You agree to pay for service maintenance outside of the Supplier's normal business hours for service required by your negligence or misuse of the Equipment at Supplier's customary rates. We reserve a security interest in the Equipment to secure all of your obligations under the TIM Agreement. We own the Equipment and you have the right to use the Equipment under the terms of the TIM Agreement. If the TIM Agreement is deemed to be a secured transaction, you grant us a first priority security interest in the Equipment to secure all of your obligations under the TIM Agreement. We hereby assign to you all our rights under any manufacturer and/or supplier warranties, so long as you are not in default hereunder. You must keep the Equipment free of liens. You may not remove the Equipment from the address indicated on the Schedule without first obtaining our approval. If we grant permission to move the Equipment, the Minimum Payments and Excess Per Image Charges may be increased by us at our sole discretion to cover the additional costs of service, maintenance and supplies. You agree to: (a) keep the Equipment in your exclusive control and possession; (b) use the Equipment in conformity with all insurance requirements, manufacturer's instructions and manuals; (c) keep the Equipment repaired and maintained in good working order and as required by the manufacturer's warranty and specifications; and (d) give us reasonable access to inspect the Equipment and its maintenance and other records.

If any Equipment is designated "Service Only", you acknowledge and agree that: (1) we do not own such Equipment; (2) we are not providing such Equipment to you pursuant to the terms of the TIM Agreement; (3) Supplier has agreed to provide full service maintenance of such Equipment pursuant to the terms outlined above; and (4) that portion of the Minimum Payment attributable to such Equipment includes only the full service maintenance of such Equipment and not the use or rental of the Equipment.

7. **INDEMNITY.** You are responsible for all losses, damages, claims, infringement claims, injuries and attorneys' fees and costs ("Claims"), incurred or asserted by any person, in any manner relating to the Equipment, including its use, condition or possession. You agree to defend and indemnify us against all Claims, although we reserve the right to control the defense and to select or approve defense counsel. This indemnity continues beyond the termination of a Schedule for acts or omissions which occurred during the Term of a Schedule. You also agree that the TIM Agreement has been entered into on the assumption that we are the owner of the Equipment for U.S. federal income tax purposes and will be entitled to certain U.S. federal income tax benefits available to the owner of the Equipment. You agree to indemnify us for the loss of any U.S. federal income tax benefits resulting from the failure of any assumptions in the TIM Agreement to be correct or caused by your acts or omissions inconsistent with such assumption or the TIM Agreement. In the event of any such loss, we may increase the Minimum Payments and other amounts due to offset any such adverse effect.

8. **LOSS OR DAMAGE.** If any item of Equipment is lost, stolen or damaged you will, at your option and cost, either: (a) repair the item or replace the item with a comparable item reasonably acceptable to us; or (b) pay us the sum of: (i) all past due and current Minimum Payments, Excess Per Image Charges and other charges; (ii) the present value of all remaining Minimum Payments and other charges for the item, discounted at the rate of 6% per annum (or the lowest rate permitted by law, whichever is higher); and (iii) the Fair Market Value of the Equipment. We will then transfer to you all our right, title and interest in the Equipment AS-IS AND WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION, TITLE OR VALUE. Insurance proceeds shall be applied toward repair, replacement or payment hereunder, as applicable. In this Master Agreement, "Fair Market Value" of the Equipment means its fair market value at the end of the Term, assuming good order and condition (except for ordinary wear and tear from normal use), as estimated by us.

9. **INSURANCE.** You agree, at your cost, to: (a) keep the Equipment insured against all risks of physical loss or damage for its full replacement value, naming us as loss payee; and (b) maintain public liability insurance, covering personal injury and Equipment damage for not less than \$300,000 per occurrence, naming us as additional insured. The policy must be issued by an insurance carrier acceptable to us, must provide us with not less than 15 days' prior written notice of cancellation, non-renewal or amendment, and must provide deductible amounts acceptable to us. If you do not provide acceptable insurance within 30 days after the start of this Agreement, we have the right but no obligation to obtain insurance covering our interest (and only our interest) in the Equipment for the Agreement Term and any renewals as would be further described on a letter from us to you. Any insurance we obtain will not insure you against third party or liability claims and may be cancelled at any time. In the event that we elect to obtain such insurance, you will be required to pay us an additional amount each Billing Period for the cost of such insurance and an administrative fee, the cost of which insurance and administrative fee may be more than the cost to obtain your own insurance. We may make a profit on these programs.

10. **DEFAULT.** You will be in default under the TIM Agreement if: (a) you fail to remit to us any payment within ten (10) days of the due date or breach any other obligation under the TIM Agreement; (b) a petition is filed by or against you or any guarantor under any bankruptcy or insolvency law; or (c) you default under any other agreement with us.

11. **REMEDIES.** If you default, we may do one or more of the following: (a) recover from you, AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY, the sum of: (i) all past due and current Minimum Payments, Excess Per Image Charges and other charges; (ii) the present value of all remaining Minimum Payments, Excess Per Image Charges and other charges, discounted at the rate of 6% per annum (or the lowest rate permitted by law, whichever is higher); and (iii) the Fair Market Value of the Equipment; (b) declare any other agreements between us in default; (c) require you to return all of the Equipment in the manner outlined in Section 12,

or take possession of the Equipment, in which case we shall not be held responsible for any losses directly or indirectly arising out of, or by reason of the presence and/or use of any and all proprietary information residing on or within the Equipment, and to lease or sell the Equipment or any portion thereof, and to apply the proceeds, less reasonable selling and administrative expenses, to the amounts due hereunder; (d) charge you interest on all amounts due us from the due date until paid at the rate of 1-1/2% per month, but in no event more than the lawful maximum rate; and (e) charge you for expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, attorneys' fees and court costs. These remedies are cumulative, are in addition to any other remedies provided for by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right.

12. **END OF TERM OPTIONS; RETURN OF EQUIPMENT.** If you are not in default, at least **30** days (but not more than 120 days) prior to the end of the Term (or Renewal Term) you shall give us written notice of your intention at the end of the Term (or the Renewal Term) which election cannot be revoked, to return **all**, but not less than all, of the Equipment. **IF YOU FAIL TO PROVIDE US WITH SUCH 60 DAY PRIOR WRITTEN NOTICE, OR HAVING NOTIFIED US, YOU FAIL TO RETURN THE EQUIPMENT, THE TERM OF THE TIM AGREEMENT SHALL AUTOMATICALLY RENEW FOR ONE ADDITIONAL TERM OF TWELVE (12) MONTHS** (the "Renewal Term") and all of the provisions of the TIM Agreement shall continue to apply, including, without limitation, your obligations to remit Minimum Payments, Excess Per Image Charges and other charges, until all of the Equipment is returned to us (either because we demand return of the Equipment or you decide to return the Equipment). ~~If you are in default, or at the end of the Term for the Renewal Term, you shall: (1) return all of the Equipment, freight and insurance prepaid at your cost and risk, to wherever we indicate in the continental United States, with all manuals and logs, in good order and condition (except for ordinary wear and tear from normal use), packed per the shipping company's specifications; and (2) securely remove all data from any and all disk drive or magnetic media prior to returning the Equipment (and you are solely responsible for selecting an appropriate removal standard that meets your business needs and complies with applicable laws). You will pay us for any loss in value resulting from the failure to maintain the Equipment in accordance with the TIM Agreement or for damages incurred in shipping and handling.~~

13. **ASSIGNMENT.** You may not assign or dispose of any rights or obligations under the TIM Agreement or sublease the Equipment without our prior written consent. We may, without notifying you: (a) assign the TIM Agreement or our interest in the Equipment; and (b) release information we have about you and the TIM Agreement to the manufacturer, Supplier or any prospective investor, participant or purchaser of the TIM Agreement. If we do make an assignment under subsection 13(a) above, our assignee will have all of our rights under the TIM Agreement, but none of our obligations. You agree not to assert against our assignee claims, offsets or defenses you may have against us.

14. **MISCELLANEOUS.** Notices must be in writing and will be deemed given five (5) days after mailing to your (or our) business address. You represent that: (a) you have authority to enter into the TIM Agreement and by so doing you will not violate any law or agreement; and (b) the TIM Agreement is signed by your authorized officer or agent. The TIM Agreement is the entire agreement between us, and cannot be modified except by another document signed by us. The TIM Agreement is binding on you and your successors and assigns. All financial information you have provided is true and a reasonable representation of your financial condition. You authorize us or our agent to: (a) obtain credit reports and make credit inquiries; (b) furnish payment history to credit reporting agencies; and (c) you irrevocably grant us the power to prepare, sign on your behalf (if applicable), and file, electronically or otherwise, Uniform Commercial Code ("UCC") financing statements and any amendments thereto or continuation thereof relating to the Equipment, and containing any other information required by the applicable UCC. Any claim you have against us must be made within two (2) years after the event which caused it. If a court finds any provision of the TIM Agreement to be unenforceable, all other terms shall remain in effect and enforceable. You authorize us to insert or correct missing information on the TIM Agreement, including your proper legal name, serial numbers and any other information describing the Equipment. If you so request, and we permit the early termination of a Schedule, you agree to pay a fee for such privilege. **THE PARTIES INTEND THIS TO BE A "FINANCE LEASE" UNDER ARTICLE 2A OF THE UCC. YOU WAIVE ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UCC. YOU FURTHER HEREBY ACKNOWLEDGE AND AGREE THAT WE AND/OR SUPPLIER MAY MAKE A PROFIT ON ANY AND ALL FEES REFERENCED HEREIN AND, IN SO DOING WAIVE ANY AND ALL CLAIM WHICH YOU MAY HAVE FOR UNJUST ENRICHMENT. WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LEGAL, TAX OR ACCOUNTING TREATMENT OF ANY 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 EACH TIM AGREEMENT AND WILL MAKE YOUR OWN DETERMINATION OF THE PROPER TIM AGREEMENT TERM FOR ACCOUNTING PURPOSES.**

15. **ELECTRONIC TRANSMISSION OF DOCUMENTATION.** The TIM Agreement may be executed in counterparts. The executed counterpart which has our original signature and/or is in our possession shall constitute chattel paper as that term is defined in the UCC and shall constitute the original agreement for all purposes, including, without limitation: (i) any hearing, trial or proceeding with respect to the TIM Agreement; and (ii) any determination as to which version of the TIM Agreement constitutes the single true original item of chattel paper under the UCC. If you sign and transmit the TIM Agreement to us by facsimile or other electronic transmission, the transmitted copy shall be binding upon the parties. You agree that the facsimile or other electronic transmission of the TIM Agreement manually signed by us, when attached to the facsimile or other electronic copy signed by you, shall constitute the original agreement for all purposes. The parties further agree that, for purposes of executing the TIM Agreement, and subject to our prior approval and at our sole discretion: (a) a document signed and transmitted by facsimile or other electronic transmission shall be treated as an original document; (b) the signature of any party on such document shall be considered as an original signature; (c) the document transmitted shall have the same effect as the counterpart thereof containing original signatures; and (d) at our request, you, who executed the TIM Agreement and transmitted its signature by facsimile or other electronic transmission shall provide the counterpart of the TIM Agreement containing your original manual signature to us. No party may raise as a defense to the enforcement of the TIM Agreement that a facsimile or other electronic transmission was used to transmit any signature of a party to the TIM Agreement.



Ship-Back and Delivery

Mountain View Whisman School District / Pacific Office Automation

Section 12

- POA agrees to return and cover the return cost of all equipment under contract for Mountain View Whisman School District at the end of the lease.

REPLACING: Section 12...

(1) return all of the Equipment , freight and insurance prepaid at your cost and risk, to wherever we indicate in the continental United States, with all manuals and logs, in good order and condition (except for ordinary wear and tear from normal use), packed per shipping company's specifications; and (2) securely remove all data from any and all disk drive or magnetic media prior to returning the Equipment (and you are solely responsible for selecting an appropriate removal standard that meets your business needs and complies with applicable laws). You will pay us for any loss in value resulting from the failure to maintain the Equipment in accordance with the TIM Agreement or for damages incurred in shipping and handling.

Additions:

“POA shall upgrade or downsize after the 36-month mark of the contract, with no additional penalties or fees, upon the District's request.”

Customer Authorization

Approved by Pacific Office Automation

SIGNATURE

SIGNATURE

TITLE

DATE

TITLE

DATE

**ADDENDUM
TO
TOTAL IMAGE MANAGEMENT AGREEMENT
500-50733719**

This Addendum to Total Image Management Agreement (“Addendum”) is attached to and made part of that certain Total Image Management Agreement (“the Agreement”) between Pacific Office Automation, Inc. (“Owner”) and Mountian View-Whisman School District (“Customer”) and dated _____ (the “Agreement”). The words “YOU” and “YOUR” refer to the Customer and the words “WE”, “US” and “OUR” refer to the Owner. Unless otherwise defined herein, capitalized terms shall have the definition set forth in the Agreement.

NOW, THEREFORE, for good and valuable consideration, intending to be legally bound and pursuant to the terms and conditions of the Agreement, it is hereby agreed as follows:

1. The Agreement is modified as follows:
 - Section 7 (Indemnity), the following is added before the first sentence, “Unless caused by our gross negligence or willful misconduct...”
 - Section 12 (End of Term Options, Return of Equipment), in the second sentence, “TWELVE (12)” is replaced with “ONE (1)”
2. It is expressly agreed by the parties that this Addendum is supplemental to the Total Image Management Agreement, which is by reference made a part hereof and all the terms and conditions and provisions thereof, unless specifically modified herein, are to apply to this Addendum and are made a part of this Addendum as though they were expressly rewritten.
In the event of any conflict, inconsistency or incongruity between the provisions of this Addendum and any of the provisions of the Total Image Management Agreement, the provisions of this Addendum shall in all respects govern and control.
3. This Addendum has been executed and delivered in, and shall be construed in accordance with the laws of California.
4. The terms hereof may not be terminated, amended, supplemented or modified orally, but only by an instrument duly authorized by each of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be duly executed by their authorized representatives as of the date first above written.

Mountian View-Whisman School District

Pacific Office Automation

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____



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
(8) Riso SF5130 EII U	_____	_____
(1) HP 40040dn	_____	_____
_____	_____	_____

See attached schedule for additional Equipment / Accessories

Equipment Location (if different from Billing Address) _____

SUPPLIER

Pacific Office Automation, Inc. _____

Name

Address

City

State

Zip

TRANSACTION TERMS

Minimum Monthly Payment **\$488.00** 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>CPC</u>	<u>\$0.0055</u>
Color Images	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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)

CUSTOMER ("You")

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

Full Legal Name

Trade / DBA

1400 Montecito Ave

Billing Address

Mountain View

CA

94043

City

State

Zip

Contact Name

Phone

E-mail Address

By: X _____
Signature of Authorized Signer

Name: _____
Please Print

Title: _____

Date: _____ Fed Tax ID: _____

OWNER ("We", "Us")

Pacific Office Automation, Inc.

By: _____

Name: _____

Title: _____

Date: _____