

## AGREEMENT



SOLUTIONS

AN FP GROUP COMPANY

 GREATAMERICA FINANCIAL SERVICES CORPORATION  
 625 FIRST STREET SE, CEDAR RAPIDS IA 52401  
 PO BOX 608, CEDAR RAPIDS IA 52408-0808

AGREEMENT NO.: 1050990

CUSTOMER ("YOU" OR "YOUR")

FULL LEGAL NAME: Upper Kittitas County District Court

ADDRESS: 700 E 1st ST

Cle Elum, WA 98922

VENDOR (VENDOR IS NOT OWNER'S AGENT NOR IS VENDOR AUTHORIZED TO WAIVE OR ALTER ANY TERM OR CONDITION OF THIS AGREEMENT)

APS Mailing Systems

Spokane, WA

## EQUIPMENT AND PAYMENT TERMS

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

☐ SEE ATTACHED SCHEDULE

1- Postbase 65 Auto Feed Mailing System w/5lb Scale

EQUIPMENT LOCATION: Same

(\*PLUS TAX)

TERM IN MONTHS: 60

MONTHLY PAYMENT AMOUNT: 179.00

SECURITY DEPOSIT:

MONTHLY PAYMENT INCLUDES: ☒ MAINTENANCE☒ RATE GUARD☒ METER

## ADDITIONAL TERMS AND CONDITIONS

AGREEMENT. You want us to pay your Vendor for the equipment referenced herein ("Equipment") and you 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 reasonable fee to cover documentation and investigation costs. If any amount payable to us is not paid when due, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars (\$26.00); or 2) the highest lawful charge, if less. Any security deposit will be commingled with our assets, will not earn interest, and will be returned at the end of the term, provided you are not in default.

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

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

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

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

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

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

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

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

THIS AGREEMENT IS NON-CANCELABLE FOR THE FULL AGREEMENT TERM. THIS AGREEMENT IS BINDING WHEN WE FIND VENDOR FOR THE EQUIPMENT.

OWNER: GreatAmerica Financial Services Corporation

SIGNATURE:

DATE:

PRINT NAME &amp; TITLE:

## CUSTOMER'S AUTHORIZED SIGNATURE

THIS AGREEMENT IS BINDING WHEN WE FIND VENDOR FOR THE EQUIPMENT.

CUSTOMER: (As Stated Above)

SIGNATURE:

DATE: 4/6/15

PRINT NAME &amp; TITLE: Gary Berndt - Commissioner

## 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:

Diana Mackenzie

DATE: 6-16-15

Court + Admin.