

PINNELL "Your Copier Connection"

RECEIVED

APR 28 2011

April 28, 2011

04-28-11P03:01 RCVD KITTITAS COUNTY SHERIFF

County of Kittitas
Sheriff's Office
307 West Uptanum Road
Ellensburg, WA 98926

This is a letter of understanding clarifying the lease agreements between Kittitas County and Pinnell, Inc., in regards to the equipment lease for the Sheriff's Office.

Specifically in regards to the following subsections:

Subsection 7:

It is understood that the Terms and Conditions per WA State Contract #03706c will prevail.

Subsection 9:

It is understood that the Terms and Conditions per WA State Contract #03706c will prevail as to jurisdiction and applicable state law.

Thank you for your time and consideration in this matter.

Sincerely,



Clayton Oldham
Field Sales Manager

"Pinnell is committed to making you a permanent customer. We won't be satisfied until you're satisfied"

Tri-Cities

6515 W. Clearwater Ave. Ste. 310
Kennewick WA 99336
509-735-6317

Yakima

3901 Kern Rd. Suite 100
Yakima WA 98902
509-452-9117



PURCHASE AGREEMENT

3901 Kern Road Suite 100 Yakima WA 98902
Phone (509) 452-9117 Fax (509) 453-5913

Sales Rep: Jon Hart / Clayton Oldham
Date: 4-Apr-11

Sold To:

Ship to:

Customer Name: **Kittitas County Sheriff's Office**
Address: 307 West Uptanum Road
City: Ellensburg
State: WA 98926
Phone #: (509) 962-7525
Fax #: (509) 962-7599
Contact Name: **Bob Gubser, Commander**

Customer Name: Same
Address: Same
City: Same
State: Same
Phone #: Same
Fax #: Same
Contact Name: Same

Order Quantity	Description	Unit Price	Total
1	MX-3100N, 31 ppm B&W and Color MFP (Copier, Printer, Scanner, FAX)		Included
1	MX-PN1B, 3-Hole Punch Unit		Included
1	MX-PKX1, PostScript 3TM Expansion Kit		Included
1	MX-FNX9, Inner Finisher		Included
1	MX-DEX7, 2 x 500 Paper Deck		Included
1	MX-FXX2, FAX Expansion Kit		Included
1	MX-TRX1, Right Side Exit Tray		Included
	Equipment Pricing is per WA State Contract #03706c and Reflects all of its terms & conditions. Pinnell Agrees to coordinate pick-up and return of current equipment (KM6030-#06122) to the Leasing Company (Citi) and pay all return freight charges.		
		Monthly Lease Total	\$ 319 / mo.
		Tax:	Not Included
		TOTAL:	

YOU'RE ENTITLED TO A COPY OF THIS CONTRACT. TERMS OR ORAL PROMISES THAT ARE NOT CONTAINED IN THIS WRITTEN AGREEMENT MAY NOT BE LEGALLY ENFORCED. ORDER IS BINDING ONLY WHEN ACCEPTED BY A MANAGER OF PINNELL

Network Printer Installation Support Option (Console Equipment - \$350.00 / Desktop Equipment - \$150): Pinnell Network Integration Services personnel will verify proper network settings, print queue configuration and setup. Customer to provide network cabling with proper connectors and active designated network interface port. Print driver software will be loaded on up to (5) workstations. Additional workstation setup will be invoiced at current hourly rates. Printing of a test page will be confirmed for each workstation. Also includes training of workstation and key operator personnel on printer operation. If this option is not accepted as part of this purchase agreement, all installation support services provided by Pinnell personnel will be invoiced at current hourly rates.

Authorized Signature: _____

Date: _____

Title: _____

Salesperson: _____

Federal Tax ID#: _____

Acceptance by Pinnell Mgr: _____

Date: _____

FOR CASH TRANSACTIONS ONLY

Title: Title will be passed on to you when your cash transaction is paid in full. Until such time, to secure all of your obligations to us under this Agreement, you hereby grant us a security interest in a) the Equipment to the extent of your interests in the Equipment, b) anything attached or added to the Equipment at any time, c) any money or property from the sale of the Equipment, and d) any money from an insurance claim if the Equipment is lost or damaged. You agree that the security interest will not be affected if this Agreement is changed in any way. You hereby appoint us (or our agents) as your true and lawful attorney-in-fact to affix your signature to UCC financing statements prepared and filed on your behalf by us (or our agent) with the same force and effect as if you had signed such financing statements. If we request, you agree to sign financing statements in order for us to publicly record our security interest. This Agreement and a copy of this Agreement shall be sufficient as a financing statement and may be filed as such.

PINNELL



ANNUAL SERVICE & SUPPLY AGREEMENT

Business Name **Kittitas County Sheriff's Office** Phone Number (509) 962-7525

Installation Address **307 West Uptanum Road Ellensburg WA 98926**

Billing Address Same

Contact Name **Bob Gubser, Commander** Fax Number (509) 962-7599

Model	Service ID	Serial #	B&W Meter	Color Meter	Name	Start Date
Sharp MX-3100N	78355	0503425Y	204	53		
Service Pricing is Per WA State Contract #03706c and Reflects all of Its Terms and Conditions						

☒ **FULL COVERAGE AGREEMENT** - Includes all parts, labor and supply items for one year. This agreement does not cover paper, transparencies, or Riso/Gestetner ink and masters.


<input type="checkbox"/> 0 B&W Prints and/or Copies Included per Month Billed Quarterly at	<input type="checkbox"/> 0.01 B&W Rate	<input type="checkbox"/> N/A Color Rate
<input type="checkbox"/> 0 Color Prints and/or Copies Included per Month Billed Quarterly at	<input type="checkbox"/> N/A B&W Rate	<input type="checkbox"/> 0.05 Color Rate

☐ **FAX AGREEMENT** - Includes all parts and labor charges. This agreement does include supplies.

☐ **DECLINE** - I understand that by declining a Pinnell Service & Supply Agreement, I am liable for all charges pertaining to Service calls, Parts usage and Supplies.

Customer agrees to purchase and Pinnell agrees to provide maintenance service for the equipment identified above in accordance with the terms and conditions of this agreement. No terms and conditions, expressed or implied, are authorized unless they appear on original of this agreement, signed by Customer and Pinnell Service Manager.

The additional terms and conditions on the reverse side hereof are incorporated in and made part of this agreement. No one is authorized to change, alter, or amend the terms and conditions of this agreement unless agreed to in writing by officers of both parties.

Authorized Customer signature below and/or payment of the agreement rate constitutes acceptance of all terms and conditions of this agreement including additional terms and conditions on the reverse side. This agreement is not valid unless signed by the Pinnell Service Manager. 


Customer Signature

May 17, 2011
Date


Pinnell Service Manager

5-20-11
Date

Paul Jewell
Print Name

Ed Falter
Print Name

TERMS AND CONDITIONS

1. DESCRIPTION OF COVERAGE

This agreement covers labor and parts as deemed necessary by the Field Service Technician through normal operation of the equipment. Labor and parts needed to repair the machine due to misuse, abuse, negligence or environmental conditions are not covered and will be billed at the then published rates. PINNELL may cancel the agreement in the event the equipment is modified or damaged, altered or serviced by personnel other than those employed by PINNELL, or, if parts, accessories or components are installed without prior approval from PINNELL.

2. EXTENT OF LABOR SERVICES

Labor performed during a service call includes testing, programming, adjusting and cleaning of the equipment, also repair or replacement of parts described in Paragraph 3.

3. SERVICE CALLS AND REPLACEMENT OF PARTS

Service calls will be made during PINNELL normal business hours at the installation address shown on the reverse side of this agreement. Travel and labor time for service calls after PINNELL normal business hours, on weekends and on holidays, if and when applicable, will be charged at PINNELL overtime rates in effect at the time the service call is made.

All parts and labor necessary to operate the equipment as originally designed, with the exception of the parts and labor listed below will be furnished free of charge during a service call.

Exceptions are:

- i. Copy/print control auditing equipment.
- ii. Memory upgrades, for all equipment.
- iii. Paper, staples, labels, and transparencies.
- iv. Any damage caused by abuse of the equipment, to include damage caused by improper use, faulty or poor electrical power or damage resulting from improper moving of the equipment.
- v. Labor associated with reloading of print/scan drivers in the event the customer's network is modified or changed which results in the corruption or loss of the associated drivers.

4. CONNECTED DIGITAL EQUIPMENT

Connected equipment will be covered up to the computer connection or the network connection. Service calls caused by the customer's computer/network will be charged at the current published hourly rate. Scanning or printing issues resulting from problems with the customer's network will be charged at the current published hourly rate.

5. SHOP REPAIRS

During the term of this agreement it may be necessary to bring the covered equipment in to PINNELL repair facility to determine the problem and effect repair due to space requirements at the customer's location or if the machine is to be down for an extended period of time. During this time we will provide a loaner machine of like capabilities for the customer to use. The page count from the loaner machine will be incorporated in the normal billing of the original machine at the current rate.

6. TERM

This agreement takes effect on the date listed on page 1 and when both parties have agreed to the terms and conditions. The term is twelve (12) months length, in the event of a T.I.M. (Total Image Management) agreement; it will be automatically renewed each year to match the length of the equipment lease. The volume limits and rates may be adjusted if both parties agree, but only at the contract billing interval date (monthly or quarterly). The new volume commitments and/or rates will be effective only going forward. Unless notified in writing thirty (30) days prior to the renewal date by the customer this maintenance agreement shall be automatically renewed for the same successive period of time upon the same terms and conditions also subject to any price/rate increase at any twelve (12) months renewal interval.

7. CANCELLATION CLAUSE

This contract may not be transferred if equipment is sold, or title is transferred. This agreement is non-cancelable or refundable.

8. CHARGES

Customer agrees to pay the base charges and any overage charges within fifteen (15) days of the date PINNELL invoice for such charges. CUSTOMER AGREES THAT, SHOULD THEY BECOME PAST DUE WITH PINNELL FOR WHATEVER REASON, SERVICE UNDER THIS AGREEMENT WILL BE SUSPENDED UNTIL ACCOUNT IS BROUGHT CURRENT.

9. BREACH OR DEFAULT

All equipment sold by PINNELL is designed to give excellent performance when operated within the following guidelines:

- i. Equipment must be placed in a normal office setting free from excessive dust, humidity, temperatures and ammonia fumes.
- ii. Equipment must be operated on a dedicated electrical line. Equipment must always be operated on a UL approved electrical circuit, with proper current, voltage, and receptacle configuration.
- iii. Equipment should be operated within the specified operational (including usage) specifications.
- iv. Only supplies (including paper) within manufacturer required specifications should be used (refer to CHARGES paragraph).

If the customer operates any machine outside the above listed guidelines and thereby causes abnormally frequent service calls or service problems, then PINNELL may at its option, terminate this agreement immediately. In that event, the customer will be offered service on a "Per Call" basis at published rates. In the event that the equipment is moved from the *Installation* address set forth on the reverse side of this agreement, then, at PINNELL option, the agreement pertaining to the moved equipment may be terminated or an additional service charge may be added to the basic charge set forth on the reverse side of this agreement. If, in the course of moving the equipment the customer or his agent causes damage to the equipment, the customer will be responsible for any service charges necessary to bring the equipment back into full operational specifications and operation.


10. NO WARRANTY

PINNELL offers no warranty in addition to the manufacturer's written warranty. This includes any warranties implied or expressed in regards to fitness for use, fitness for a particular use or merchantability of the equipment.

11. MISCELLANEOUS

- i. This agreement shall be governed by and construed according to the laws of the State of Washington applicable to agreements wholly negotiated, executed and performed in Washington State. It constitutes the entire agreement between parties and may not be modified except in writing signed by duly authorized officers of PINNELL and the customer.
- ii. If toner is included, the consumption shall be within 10% of manufacturer's suggested yields. A charge for toner consumption exceeding 10% of manufacturer's suggested yields will be charged at current retail price.
- iii. Maintenance Agreements are only available for equipment having a valid manufacturer Serial Number and UL Certification.
- iv. The customer agrees to provide PINNELL with monthly/quarterly meter readings.
- v. Customer shall pay all federal, state and local sales, use, property, excise or other taxes imposed on or with respect to the purchase price listed on the reverse side of this agreement.
- vi. This agreement does not cover equipment moves and a freight/fuel surcharge may apply.

INITIALS



5-17-11

De Lage Landen Financial Services, Inc.

Lease Agreement
("Lease")

LESSEE	Full Legal Name Kittitas County dba Kittitas County Sheriff Dept				Purchase Order Requisition Number		Phone Number (509) 962-7525
	Billing Address 205 w 5th Ave Ste 105		City Ellensburg	State WA	Zip 98926	County	Send Invoice to Attention of:
EQUIPMENT	Make Sharp	Model Number MX-3100N	Serial Number 0503425Y	Quantity 1	Description (Attach Separate Schedule A If Necessary) Sharp MX-3100N Digital color/BW machine		
PAYMENT INFORMATION	Number of Lease Payments 60	Lease Payment \$319.00	(PLUS) +	Applicable Sales Tax (EQUALS) -	Total Lease Payment	Term of Lease in Months 60	Payment Frequency: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other
			+	-			End of Lease Option: <input checked="" type="checkbox"/> FMV <input type="checkbox"/> 10% <input type="checkbox"/> \$1 <input type="checkbox"/> Other
			+	-			End of Lease Purchase Option shall be FMV unless another option is selected.
			+	-			
					Security Deposit (PLUS)	First Period Payment (PLUS)	Other (EQUALS) Total Payment Enclosed
					\$0.00 +	\$0.00 +	\$0.00 - \$0.00

TERMS AND CONDITIONS

1. Lease: You (the "Lessee") agree to lease from us (the "Lessor") the Equipment listed above and on any attached schedule. You authorize us to adjust the Lease payments by up to 15% if the cost of the Equipment or taxes differs from the supplier's estimate. This Lease is effective on the date that it is accepted and signed by us, and the term of this Lease begins on that date or any later date that we designate (the "Commencement Date") and continues thereafter for the number of months indicated above. Lease payments are due as invoiced by us. As you will have possession of the Equipment from the date of its delivery, if we accept and sign this Lease you will pay us interim rent for the period from the date the Equipment is delivered to you until the Commencement Date as reasonably calculated by us based on the Lease payment, the number of days in that period, and a month of 30 days. Your obligations to us are absolute, unconditional, and are not subject to cancellation, reduction, setoff or counterclaim. You agree to pay us a fee of \$75.00 to reimburse our expenses for preparing financing statements, other documentation costs and all ongoing administration costs during the term of this Lease. Security deposits are non-interest-bearing and may be applied to cure a Lease default. If you are not in default, we will return the deposit to you when the Lease is terminated. If a payment is not made when due, you will pay us a late charge of 5% of the payment or \$10.00, whichever is greater. We will charge you a fee of \$25.00 for any check that is returned. ONLY WE ARE AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION OF THE LEASE.

2. Title: Unless you have a \$1.00 purchase option, we will have title to the Equipment. If you have a \$1.00 purchase option and/or the Lease is deemed to be a security agreement, you grant us a security interest in the Equipment and all proceeds thereof. You authorize us to file Uniform Commercial Code ("UCC") financing statements on the Equipment.

3. Equipment Use, Maintenance and Warranties: We are leasing the Equipment to you "AS-IS" AND MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. We transfer to you any manufacturer warranties. You are required at your cost to keep the Equipment in good working condition and to pay for all supplies and repairs. If the Lease payment includes the cost of maintenance and/or service provided by a third party, you agree that we are not responsible to provide the maintenance or service and you will make all claims related to maintenance and service to the third party. You agree that any claims related to maintenance or service will not impact your obligation to pay all Lease payments when due.

4. Assignment: You agree not to transfer, sell, sublease, assign, pledge or encumber either the Equipment or any rights under this Lease without our prior written consent. You agree that we may sell, assign, or transfer the Lease and the new owner will have the same rights and benefits we now have and will not have to perform any of our obligations and the rights of the new owner will not be subject to any claims, defenses, or setoffs that you may have against us or any supplier.

5. Risk of Loss and Insurance: You are responsible for all risks of loss or damage to the Equipment and if any loss occurs you are required to satisfy all of your Lease obligations. You will keep the Equipment insured against all risks of loss or damage for an amount equal to its replacement cost. You will list us as the sole loss payee for the insurance and give us written proof of the insurance. If you do not provide such insurance, you agree that we have the right, but not the obligation, to obtain such insurance, and add an insurance fee to the amount due from you, on which we may make a profit. We are not responsible for any losses or injuries caused by the Equipment and you will reimburse us and defend us against any such claims. This indemnity will continue after the termination of this Lease. You will obtain


and maintain comprehensive public liability insurance naming us as an additional insured with coverages and amounts acceptable to us.

6. Taxes: You agree to pay when due, either directly or as reimbursement to us, all sales, use and personal property taxes and charges in connection with ownership and use of the Equipment. We may charge you a processing fee for administering property tax filings. You will indemnify us on an after-tax basis against the loss of any tax benefits anticipated at the Commencement Date arising out of your acts or omissions.


7. End of Lease: You will give us at least 60 days but not more than 120 days written notice (to our address below) before the expiration of the initial lease term (or any renewal term) of your intention to purchase or return the Equipment. With proper notice you may: a) purchase all the Equipment as indicated above under "End of Lease Option" (fair market value purchase option amounts will be determined by us based on the Equipment's in place value); or b) return all the Equipment in good working condition at your cost in a timely manner, and to a location we designate. If you fail to notify us, or if you do not (i) purchase or (ii) return the Equipment as provided herein, this Lease will automatically renew at the same payment amount for consecutive 60-day periods.

8. Default and Remedies: You are in default on this Lease if: a) you fail to pay a Lease payment or any other amount when due; or b) you breach any other obligation under the Lease or any other Lease with us. If you are in default on the Lease we may: (i) declare the entire balance of unpaid Lease payments for the full Lease term immediately due and payable to us; (ii) sue you for and receive the total amount due on the Lease plus the Equipment's anticipated end of Lease fair market value or fixed price purchase option (the "Residual") with future Lease payments and the Residual discounted to the date of default at the lesser of (A) a per annum interest rate equivalent to that of a U.S. Treasury constant maturity obligation (as reported by the U.S. Treasury Department) that would have a repayment term equal to the remaining Lease term, all as reasonably determined by Lessor, or (B) 3% per annum, plus reasonable collection and legal costs; (iii) charge you interest on all monies due at the rate of 18% per year or the highest rate permitted by law from the date of default; and (iv) require that you immediately return the Equipment to us or we may peaceably repossess it. Any return or repossession will not be considered a termination or cancellation of the Lease. If the Equipment is returned or repossessed we will sell or re-rent the Equipment at terms we determine, at one or more public or private sales, with or without notice to you, and apply the net proceeds (after deducting any related expenses) to your obligations. You remain liable for any deficiency with any excess being retained by us.

9. Miscellaneous: You agree the Lease is a Finance Lease as defined in Article 2A of the UCC. You acknowledge we have given you the name of the Equipment supplier and that you may have rights under the contract with the supplier and may contact the supplier for a description of these rights. If requested, you will sign a separate Equipment acceptance certificate. **This Lease was made in Pennsylvania ("PA"), is to be performed in PA and shall be governed and construed in accordance with the laws of PA. You consent to jurisdiction, personal or otherwise, in any state or federal court in PA and irrevocably waive a trial by jury.** You agree to waive any and all rights and remedies granted to you under Sections 2A-508 through 2A-522 of the UCC. You agree that the Equipment will only be used for business purposes and not for personal, family or household use, and will not be moved from the above location without our consent. You agree that a facsimile copy of the Lease with facsimile signatures may be treated as an original and will be admissible as evidence of the Lease. We may inspect the Equipment during the Lease term.

LESSEE SIGNATURE	You agree that this is a non-cancelable lease. The Equipment is: <input type="checkbox"/> NEW <input type="checkbox"/> USED	
	Signature 	Date 5-17-11
	Title Boce Chair	Print Name Paul Jewell
	Legal Name of Corporation Kittitas County dba Kittitas County Sheriff Dept	

LESSOR	De Lage Landen Financial Services, Inc.	
	Lease Processing Center, 1111 Old Eagle School Road, Wayne, PA 19087	
	PHONE: (800) 735-3273 • FAX: (800) 776-2329	
	Commencement Date	Lease Number
Accepted By:		

ACCEPTANCE	The Equipment has been received, put in use, is in good working order and is satisfactory and acceptable.	
	Signature 	Date 5-17-11
	Print Name Paul Jewell	Title Boce Chair

GUARANTY	I unconditionally guaranty prompt payment of all the Lessee's obligations under the Lease. The Lessor is not required to proceed against the Lessee or the Equipment or enforce other remedies before proceeding against me. I waive notice of acceptance and all other notices or demands of any kind to which I may be entitled. I consent to any extensions or modification granted to the Lessee and the release and/or compromise of any obligations of the Lessee or any other guarantors without releasing me from my obligations. This is a continuing guaranty and will remain in effect in the event of my death and may be enforced by or for the benefit of any assignee or successor of the Lessor. This guaranty is governed by and constituted in accordance with the laws of the Commonwealth of PA and I consent to non-exclusive jurisdiction of any state or federal court in PA and waive trial by jury.	
	Signature	Date
	Print Name	

FISCAL FUNDING ADDENDUM

LESSEE INFORMATION

Full Legal Name	<u>KITTITAS COUNTY</u>	DBA Name (If Any)	<u>KITTITAS COUNTY SHERIFF DEPT</u>
Billing Address	<u>205 W 5TH AVE STE 105</u>		Phone <u>(509) 962-7525</u>
City	<u>ELLENSBURG</u>	County	<u>WA</u> Zip <u>98926</u>

EQUIPMENT INFORMATION


Equipment Location (If not same as above) _____			
City	County	State	Zip
_____	_____	_____	_____
QUANTITY	MODEL NO.	EQUIPMENT DESCRIPTION (ATTACH SCHEDULE IF NECESSARY)	
<u>1</u>	<u>MX-3100N</u>	<u>DIG BW/CLR MFP</u>	

The above described KITTITAS COUNTY ("Lessee") warrants that it has funds available to pay rents ("Lease Payments") until the end of its current appropriation period. In the event its legislative body or funding authority does not appropriate funds to be paid to Lessor for the above described Equipment ("Equipment"), Lessee may, upon prior written notice to Lessor, effective 60 days after the giving of such notice or upon the exhaustion of the funding authorized for the then current appropriation period, whichever is later, return the Equipment to Lessor, at Lessee's expense; and thereupon, be released of its obligation to make all rental payments (Lease Payments) to Lessor due thereafter, provided: (1) The Equipment is returned to Lessor as provided for in the above described Lease ("Lease"), (2) the foregoing notice states the failure of the legislative body or funding authority to appropriate the necessary funds as reason for cancellation, and (3) the notice is accompanied by payment of all amounts then due to Lessor under the Lease.

In the event Lessee returns the Equipment pursuant to the terms of this Addendum, Lessor shall retain all sums paid hereunder by Lessee, including the Security Deposit (if any) specified in the Lease.

If the provisions of this Addendum are utilized by Lessee, Lessee agrees not to purchase, lease or rent any other functionally similar equipment for the balance of the Lease term following Lessee's exercise of its termination rights hereunder.

This Addendum will not be construed so as to permit the Lessee to terminate the Lease in order to acquire any other equipment or obtain funds directly or indirectly to perform essentially the same application for which the Equipment is intended.

	
LESSEE SIGNATURE	
Signature X	(MUST BE SIGNED BY AUTHORIZED AGENT, REPRESENTATIVE OR OFFICER OF GOVERNMENT ENTITY)
Print Name	<u>Paul Jewell</u>
Title	<u>Decc Chair</u> Date <u>5-17-11</u>
For	<u>Kittitas County</u> Name of Government Entity

ACCEPTED BY LESSOR	
Signature X	_____
Title	_____ Date _____
For	_____ Legal Name of Corporation or Partnership