

AGREEMENT

Valley Office Systems

Ph. 208-529-2777
Fax 208-529-0135



GREATAMERICA FINANCIAL SERVICES CORPORATION
625 FIRST STREET SE, CEDAR RAPIDS IA 52401
PO BOX 609, CEDAR RAPIDS IA 52406-0609

AGREEMENT NO.:

CUSTOMER ("YOU" OR "YOUR")

FULL LEGAL NAME: Dietrich School District 314

ADDRESS: 406 Park Street Dietrich, Idaho 83324

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

Valley Office Systems 2050 1st St, Idaho Falls, ID 83401-4469

EQUIPMENT AND PAYMENT TERMS

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

SEE ATTACHED SCHEDULE

Ricoh MP 5000sp Copier (Includes Print & Scan)

Ricoh PFU - Paper Feed Unit Expansion (4 Paper Trays)

EQUIPMENT LOCATION: Same as above

(*PLUS TAX)

TERM IN MONTHS: 60

MONTHLY PAYMENT AMOUNT: \$149.00

SECURITY DEPOSIT: 00.00

CONTRACT

THIS AGREEMENT IS NON-CANCELABLE AND IRREVOCABLE. IT CANNOT BE TERMINATED. PLEASE READ CAREFULLY BEFORE SIGNING. THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF IOWA. ANY DISPUTE WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN LINN COUNTY, IOWA. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS AND WAIVE TRANSFER OF VENUE. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL.

CUSTOMER'S AUTHORIZED SIGNATURE

BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS TWO-PAGE AGREEMENT. THIS AGREEMENT IS BINDING WHEN WE PAY FOR THE EQUIPMENT.

(As Stated Above)

CUSTOMER

[Signature] Neal Hollingshead Sup 9/25/13
SIGNATURE PRINT NAME & TITLE DATE

GOVERNMENTAL CERTIFICATE

I, THE UNDERSIGNED, HEREBY CERTIFY THAT, AS OF THE DATE OF THE AGREEMENT, (A) THE INDIVIDUAL WHO EXECUTED THE AGREEMENT HAD FULL POWER AND AUTHORITY TO EXECUTE THE AGREEMENT AND (B) THE REPRESENTATIONS SET FORTH IN THE AGREEMENT IN THE PARAGRAPH TITLED "APPLICABLE TO GOVERNMENTAL ENTITIES ONLY" ARE TRUE AND ACCURATE IN ALL MATERIAL RESPECTS.

SIGNATURE:

[Signature] Neal Hollingshead Sup 9/25/13
NAME & TITLE DATE

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

GreatAmerica Financial Services Corporation

OWNER

SIGNATURE

PRINT NAME & TITLE

DATE

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:

[Signature] Neal Hollingshead Sup 9/25/13
NAME AND TITLE DATE

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, not modify or move it from its initial location without our consent, and bear the risk of its non-compliance with applicable laws. You agree that you will not take the Equipment out of service and have a third party pay (or provide funds to pay) the amounts due hereunder. You must resolve any dispute you may have concerning the Equipment with the manufacturer or Vendor. You will comply with all laws, ordinances, regulations, requirements and rules relating to the use and operation of the Equipment.

VENDOR SERVICES. 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. You will look solely to your Vendor for performance under any such arrangement or to address any disputes arising thereunder.

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.

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. In no event will we be liable for any consequential or indirect damages.

INSURANCE. You agree to maintain comprehensive 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 properly 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) you provide us written notice, at least 30 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 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.

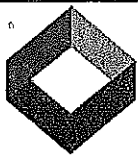
DEFAULT AND REMEDIES. If you do not pay any sum within 10 days after its due date, or if you breach any other term of this Agreement or any other agreement with us, you will be in default, and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, both discounted at 4% per annum. We may also use all other legal remedies available to us, including disabling or repossessing the Equipment. You agree to pay all our costs and expenses, including reasonable attorney fees, incurred in enforcing this Agreement. You also agree to pay interest on all past due amounts, from the due date, at 1.5% per month.

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 and supersedes any prior representations or agreements, including any purchase orders. Amounts payable under this Agreement may include a profit to us. The original of this Agreement shall be that copy which bears your facsimile or original signature, and which bears our original signature. If a court finds any provision of this Agreement unenforceable, the remaining terms of this Agreement shall remain in effect. You authorize us to either insert or correct the Agreement number, serial numbers, model numbers, beginning date, and signature date. All other modifications to the Agreement must be in writing signed by each party.

APPLICABLE TO GOVERNMENTAL ENTITIES ONLY

You hereby represent and warrant to us that as of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on your behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against you have been followed; (c) the Equipment will be operated and controlled by you and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted, and unencumbered appropriation; (e) you intend to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) your obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of your tax or general revenues; and (h) you will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns. If funds are not appropriated to pay amounts due under the Agreement for any future fiscal period, you shall have the right to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available, without penalty or additional expense to you (other than the expense of returning the Equipment to the location designated by us), provided that at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, your Chief Executive Officer (or Legal Counsel) delivers to us a certificate (or opinion) certifying that (a) you are a state or a fully constituted political subdivision or agency of the state in which you are located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by you; and (d) you have exhausted all funds legally available for the payment of amounts due under the Agreement. You agree that this paragraph shall only apply if, and to the extent that, state law precludes you from entering into the Agreement if the Agreement constitutes a multi-year unconditional payment obligation.



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Valley Office Systems
Idaho Falls - Pocatello - Twin Falls - Boise
Jackson WY - Logan UT - Ogden UT

Maintenance Agreement

Ship To

Dietrich School District 314
406 Park Street
Dietrich, Idaho 83324
Contact: Neal Hollingshead or Peggy Wheeler
Contact Phone #: 208-544-2158
Meter Method:
E-Mail:

Bill To

Dietrich School District 314
406 Park street
Dietrich, Idaho 83324
Date: 9/24/2013
Customer #
Representative: Dee

Installation and Service Agreement Options

Maintenance Type:

Contract Length (months): 12 Months
Contract Start Date: 10/1/2013 0:00

Quarterly Base
Billing Amount:

\$

30.00

Item	Base Rate	Base Allowance	Frequency Billed	Overage	Frequency Billed
B/W	0.006	5,000	Monthly	0.006	Monthly
Color					
B/W Printer					
Color Printer					

If wide-format, billing is per Square foot / Linear Foot

Make/Model	Serial Number	ID Number	B/W Start Meter	Color Start Meter
Ricoh MP 5000sp				

Contract Type

CPC CONTRACT Contract Includes all parts, labor, service drums and supplies. Includes developer and toners. Excludes only paper & staples.

CPC COLOR CONTRACT Contract includes all parts, labor, service drums and supplies. Includes developer, black and color toners. Excludes only paper & staples.

SERVICE CONTRACT Contract includes all parts, labor and service. Excludes all toners.

By executing this agreement, I acknowledge that I have read and understand this agreement and I certify that I am authorized to execute this agreement on behalf of customer. Authorized signature acknowledges terms / conditions and expiration dates or meter readings. The terms and conditions on the front & back of this agreement correctly set forth the entire agreement between parties.

Customer Acceptance			Valley Office Systems Representative	
Authorized Signature/Date	Print Name	Title	Signature	Date
	Neal Hollingshead	Sept.		

TERM: This contract is for twelve (12) months from inception and is automatically renewed for successive twelve (12) month periods unless written cancellation notice is received by either party thirty (30) days prior to the end of the current term. In order to continue providing quality service, the cost of the Maintenance Agreement may be escalated on the anniversary date upon renewal. **The contract will not be increased more than ten percent upon renewal.** Early termination of this agreement may take place; however, the following fees will be collected if cancellation takes place between:

1 – 4 months: 4 times monthly minimum amount of contract
5 – 8 months: 3 times monthly minimum amount of contract
9 – 12 months: 2 times monthly minimum amount of contract

Valley Office Systems Sales Solutions Terms and Conditions

COVERAGE: This contract includes all parts and labor for adjustments and repairs as necessitated by normal use of the machine as determined by Valley Office Systems. Customer agrees to use only approved supply products on copiers covered by this agreement. If service is required due to use of non-approved supplies, customer agrees to pay any additional service charges that may be incurred due to inferior or foreign supply products.

ITEMS NOT COVERED: After-hours service, abuse or misuse by customer, neglect, fire, flood, lightning, and other acts of nature or damage resulting from service by unauthorized personnel. The use of unauthorized parts, components, modification or personnel to effect repairs or changes will cause this agreement to be invalid.

Also excluded from this contract and chargeable to the customer are: staples & paper.

KEY OPERATOR: **KEY OPERATOR** – maintenance prices are predicated on the requirement that each customer provide a Key Operator that will be responsible for designated duties in the operator's manual and to insure that the proper supplies are being loaded correctly.

EARLY TERMINATION: Early termination charges will not be assessed if: 1) the customer elects to trade to other equipment offered by Valley Office Systems and covered by a Maintenance Agreement. This replacement equipment must be intended to perform the same functions as the equipment traded in. 2) the customer elects to convert to another Maintenance Agreement and the term of the new agreement is equal to or greater than the remaining term of this agreement at the time of conversion

This contract is non-transferable.

CONTRACT TERMS: Customer agrees to pay the billed images either on a quarterly or monthly basis. If customer does not pay the amount due hereunder, the following may occur: (1) continuing service of the equipment may be refused, or (2) service will be furnished on a C.O.D. 'per call' basis, and (3) the customer agrees to pay costs and expenses of collection, including any reasonable attorney's fees. Interest will be charged at 1.5% per month after thirty (30) days on any unpaid balance. The parties stipulate that the venue of any legal action brought to enforce or otherwise adjudicate any of the terms of this agreement shall be in Ada County, State of Idaho.

No terms or conditions, expressed or implied, are authorized unless they appear on the original of the agreement. This contract may not be varied except in writing signed by an officer of Valley Office Systems and agreed to by DCCC.





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Sales Order Agreement

Date	9/24/2013
Buyer	
P.O. #	
Sales Rep	

Ship To

Dietrich School District 314
406 Park Street
Dietrich, Idaho 83324

Contact: Neal Hollingshead or Peggy Wheeler
Phone/Fax: 208-544-2158

Bill To

Dietrich School District 314
406 Park Street
Dietrich, Idaho 83324

Billing Contact:
Phone/Fax: 0

Purchase Order:		Approx Delivery Date:	9/30/2013	
Account Type:		Lease Months:	60	Monthly Payment: \$149.00

B/W CPP		Color CPP		B/W Base		Color Base	
B/W Printer CPP		Color Printer CPP		B/W Printer Base		Color Printer Base	

Quantity	Product #	Description	Unit Price	Total Price
1	415958	Ricoh MP 5000sp Monochrome Copier	Incl Lease	Incl Lease
1	415793	Ricoh Paper Feed Unit PB3130	Incl Lease	Incl Lease

Comments/Special Instructions					Subtotal Sales Tax Delivery/Installation TOTAL AMOUNT Less Payment (Check #) AMOUNT DUE	Incl Lease
Delivery Time	Stairs/Count	Elevator	Connected	Delivery Type		Exempt
1:00 P.M.	No	No	yes	Truck		
Delivery Instructions						
0						
Special Payment Terms & Due Dates					AMOUNT DUE	Incl Lease
Maintenance Agreement						

The Buyer agrees to acquire and Valley Office Systems agrees to sell, in accordance with the terms and conditions of this Agreement, the equipment listed above. Customer agrees that this is a complete and exclusive statement of the agreement between the parties, which supersedes all proposals oral or written and all other communications between the parties relating to the subject matter of this agreement.

Customer Acceptance		Valley Office Systems Sales Representative	
Authorized Signature	Date	Signature	Date
<i>Neal Hollingshead</i>	9/25/13		
Print Name	Title		
Neal Hollingshead	Supt.		

