



April 5, 2022

Nancy Harrell Holstein
Account Executive, Major
Canon Solutions America, Inc.
425 N. Martingale Rd
Schaumburg, IL 60173

VIA EMAIL – nholstein@csa.canon.com

Re: FOIA Request received 4/4/2022

Subject: Requesting current multifunction and production copiers lease agreement, along with terms and conditions; multifunction copier and production copier maintenance agreement, along with terms and conditions.

Dear Ms. Holstein:


This letter will serve as Oswego Community Unit School District 308's response to your April 4, 2022 request under the Freedom of Information Act (5 ILCS 140/1 et seq.), in which you asked for the above referenced information. Attached is our response to your request.

To promote district transparency and assist others who may have a similar question, this responsive document will be posted online on the district's website. To access it, go to www.sd308.org and select *Our District > Freedom of Information Act Request > FOIA Request Responses>FOIA Requests Responses -2022>then select FOIA ID #22-31*

Please let me know if you have additional questions. Thank you.

John Petzke

John Petzke, CFO
Freedom of Information Officer

Lease Agreement Number:		Dealer Name:	
LESSEE INFORMATION			
Full Legal Name Oswego Community Unit School District		DBA	
Billing Address 4175 Route 71		City Oswego	State IL ZIP Code 60554
Phone 630-636-3080	Contact Name	Contact Email	Lessee PO# (Optional)
EQUIPMENT			
Quantity	Model and Description	Quantity	Model and Description
	See Schedule A		
Equipment Location (if different from Billing Address)			
TERM AND PAYMENT INFORMATION			
Initial Lease Term (in Months): 60 , plus the Interim Period, if any		Monthly Lease Payment: \$ 25,757.56 , plus applicable Taxes	
Down Payment Received: \$ 0			
LESSEE ACCEPTANCE			
BY YOUR SIGNATURE BELOW, YOU ACKNOWLEDGE THAT YOU ARE ENTERING INTO A NON-CANCELLABLE LEASE AND THAT YOU HAVE READ AND AGREED TO ALL APPLICABLE TERMS AND CONDITIONS SET FORTH ON PAGES 1 AND 2 OF THIS LEASE.			
Authorized Signatory 		Date 11/27/2017	Federal Tax ID # (Required) 36-600-4828
Print Name Bradley A. Banks		Title (Indicate President, Partner, Proprietor, etc.) BOE President	
LESSOR ACCEPTANCE			
Accepted By: Xerox Financial Services LLC		Name and Title	Date

TERMS & CONDITIONS

1. **Definitions.** The words "you" and "your" mean the legal entity identified in "Lessee information" above, and "XFS", "we", "us", "Lessor" and "our" mean Xerox Financial Services LLC. "Dealer" means the entity identified in "Dealer Name" above. "Commencement Date" means the date subsequent to the Inception Date when XFS funds the Dealer and/or other party for the Equipment. "Discount Rate" means a rate equal to the 1-year Treasury Constant Maturity rate as published in the Selected Interest Rates table of the Federal Reserve statistical release H.15(519) or successor publication for the week ending immediately prior to the Inception Date. "Equipment" means the items identified in "Equipment" above and in any attached Equipment schedule. "Lease" means the Lease Agreement, including any attachments, accessories, replacements, replacement parts, substitutions, additions and repairs thereto. "Inception Date" means (a) the date Dealer determines Equipment installed by Dealer is operating satisfactorily and is available for your use, or (b) the date Equipment identified by Dealer as being installable by you is delivered to your premises. "Interim Period" means the period between the Inception Date and the Commencement Date. "Interim Payment" means one thirtieth of the Lease Payment multiplied by the number of days in the Interim Period. "Lease" means this Lease Agreement, including any attached Equipment schedule. "Lease Payment" means the Monthly Lease Payment specified above, which includes the fixed component of maintenance charges payable to Dealer under the Maintenance Agreement, plus Taxes. "Maintenance Agreement" means a separate agreement between you and Dealer for maintenance and support purposes. "Origination Fee" means a one-time fee of \$125 billed on your first invoice which you agree to pay, covering the origination, documentation, processing and certain other initial costs for the Lease. "Party" means you or XFS, and "Parties" means both you and XFS. "Term" means the Interim Period, together with the Initial Lease Term plus any subsequent renewal or extension terms. "UCC" means the Uniform Commercial Code of the State of Connecticut (C.G.S.A. §§42a-1-101 et seq.).

2. **Lease, Payments and Late Payments.** You agree and represent all Equipment was selected, configured and negotiated by you based upon your own judgment and has been, or is being, supplied by Dealer. At your request, XFS has acquired, or will acquire, the same to lease to you under this Lease and you agree to lease the same from XFS. The Initial Lease Term, which is indicated above, commences on the Inception Date. You agree to pay XFS the first Lease Payment plus any applicable Interim Payment 30 days after the Commencement Date; each subsequent Lease Payment, which may include charges you, Dealer and XFS agree will be invoiced by us, shall be payable on the same date of each month thereafter, whether or not XFS invoices you. If any payment is not paid in full within 5 days after its due date, you will pay a late charge of the greater of 10% of the amount due or \$25, not to exceed the maximum amount permitted by law. For each dishonored or returned payment, you will be assessed the applicable returned item fee, which shall not exceed \$35. Restrictive covenants on any method of payment will be ineffective.

3. **Equipment and Software.** To the extent that the Equipment includes intangible property or associated services such as software licenses, such intangible property shall be referred to as "Software." You acknowledge and agree that that XFS has no right, title or interest in the Software and you will comply throughout the Lease Term with any license and/or other agreement ("Software License") with the supplier of the Software ("Software Supplier"). You are responsible for entering into any required Software License with the Software Supplier no later than the Inception Date. You agree the Equipment is for your lawful business use in the United States (including its possessions and territories); will not be used for personal, household or family purposes, and is not being acquired for resale. You will not attach the Equipment as a fixture to real estate or make any permanent alterations to it.

4. **Non-Cancellable Lease.** THIS LEASE CANNOT BE CANCELLED OR TERMINATED BY YOU PRIOR TO THE END OF THE INITIAL LEASE TERM. YOUR OBLIGATION TO MAKE ALL LEASE PAYMENTS, AND TO PAY ALL OTHER AMOUNTS DUE OR TO BECOME DUE, IS ABSOLUTE AND UNCONDITIONAL

AND NOT SUBJECT TO DELAY, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM OR RECOVERY FOR ANY REASON WHATSOEVER, IRRESPECTIVE OF THE PERFORMANCE OF THE EQUIPMENT, DEALER, ANY THIRD PARTY OR XFS. Any pursued claim by you against XFS for alleged breach of our obligations hereunder shall be asserted solely in a separate action; provided, however, that your obligations under this Lease shall continue unabated.

5. **End of Lease Options.** For any purchase option designated on the first page hereof, if you are not default and if you provide no greater than 150 days and no less than 60 days' prior written notice to XFS, you may, at the end of the Initial Lease Term, either (a) purchase all, but not less than all, of the Equipment "AS WHERE IS" and WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE at the time of purchase, paying the amount of such purchase option, plus Taxes, (b) enter into a new lease on mutually agreed terms, or (c) de-install and return the Equipment, at your expense, fully insured, to a continental US local XFS specifies. If no purchase option is specified, you shall elect either alternative (b) or (c) in the preceding sentence. If you have not elected one of the above options, you shall be deemed to have entered into a new lease with a 3 month term on terms and conditions identical to this Lease, except that either party may terminate the new lease at the end of its 3 month term on 30 days' prior written notice and, when this lease terminates, shall take one of the actions identified in (a) (b) or (c) in the preceding sentence or deemed to have entered into another new lease with a 3 month term as provided in this sentence. 1 purchase options shall be exercised, with respect to each item of Equipment on the day immediately before the date of expiration of the Lease Term of such item, and by the delivery at such time by you to XFS payment, in cash or by certified check, of the amount of the applicable purchase price for the Equipment. "Market Value" shall be determined by XFS in its sole but reasonable discretion. Upon payment of applicable amount, XFS shall, upon your request, execute and deliver to you a bill of sale for the Equipment on an "AS IS," "WITH ALL FAULTS" basis, without representation or warranty of any kind, nature whatsoever. After such payment, you may trade-in the Equipment as part of another transaction with XFS and, if you do, you must pass unencumbered title of the Equipment being traded-in to XFS.

6. **Equipment Return.** If the Equipment is returned to XFS, it shall be in the same condition as when delivered to you, normal wear and tear excepted and, if not in such condition, you will be liable for all expenses incurred to return the Equipment to such "normal wear and tear" condition. IT IS SOLELY YOUR RESPONSIBILITY TO SECURE ANY SENSITIVE DATA AND PERMANENTLY DELETE SUCH DATA FROM THE INTERNAL MEDIA STORAGE PRIOR TO RETURNING THE EQUIPMENT TO XFS. YOU SHALL HOLD XFS HARMLESS FROM YOUR FAILURE TO SECURE AND PERMANENTLY DELETE SUCH LESSEE DATA AS OUTLINED IN THIS SECTION.

7. **Equipment Delivery and Maintenance.** Equipment will be delivered to you by Dealer at the location specified on the first page hereof or in an Equipment schedule, and you agree to execute a Delivery Acceptance Certificate at XFS's request (and confirm same via telephone and/or electronically) confirming you have received, inspected and accepted the Equipment, and that XFS is authorized to fund the Dealer the Equipment. If you reject the Equipment, you assume all responsibility for any purchase order or contract issued on your behalf directly with Dealer. Equipment may not be moved to another location without first obtaining XFS's written consent, which shall not be unreasonably withheld. You shall permit XFS inspect Equipment and any maintenance records relating thereto during your normal business hours on reasonable notice. You represent you have entered into a Maintenance Agreement with Dealer to maintain Equipment in good working order in accordance with the manufacturer's maintenance guidelines, and provide you with supplies for use with the Equipment. You understand and acknowledge that XFS is a provider as an administrator for Dealer with respect to the billing and collecting of the charges under Maintenance Agreement included in the Lease Payments. IN NO EVENT WILL XFS BE LIABLE TO YOU

ANY BREACH BY THE DEALER OF ANY OF ITS OBLIGATIONS TO YOU, NOR WILL ANY OF YOUR OBLIGATIONS UNDER THIS LEASE BE AFFECTED, MODIFIED, RELEASED OR EXCUSED BY ANY ALLEGED BREACH BY DEALER.

8. Equipment Ownership, Labeling and UCC Filing. If and to the extent a court deems this Lease to be a security agreement under the UCC, and otherwise for precautionary purposes only, you grant XFS a first priority security interest in your interest in the Equipment and all proceeds thereof in order to secure your performance under this Lease. XFS is and shall remain the sole owner of the Equipment, except the Software. XFS may label the Equipment to identify our ownership interest in it. You authorize XFS to file by any permissible means a UCC financing statement to show, and to do all other acts to protect, our interest in the Equipment. You agree to pay any filing fees and administrative costs for the filing of such financing statements. You agree to keep the Equipment free from any liens or encumbrances and to promptly notify XFS if there is any change in your organization such that a re-filing or amendment to XFS's UCC financing statement against you becomes necessary.

9. Assignment. YOU MAY NOT ASSIGN, SELL, PLEDGE, TRANSFER, SUBLEASE OR PART WITH POSSESSION OF THE EQUIPMENT, THIS LEASE OR ANY OF YOUR RIGHTS OR OBLIGATIONS UNDER THIS LEASE (COLLECTIVELY "ASSIGNMENT") WITHOUT XFS'S PRIOR WRITTEN CONSENT, WHICH SHALL NOT BE UNREASONABLY WITHHELD, BUT SUBJECT TO THE SOLE EXERCISE OF XFS'S REASONABLE CREDIT DISCRETION AND EXECUTION OF ANY NECESSARY ASSIGNMENT DOCUMENTATION. If XFS agrees to an Assignment, you agree to pay the applicable assignment fee and reimburse XFS for any costs we incur in connection with that Assignment. XFS may sell, assign or transfer all or any part of the Equipment, this Lease and/or any of our rights (but none of our obligations) under this Lease. XFS's assignee will have the same rights that we have to the extent assigned (but none of our obligations). YOU AGREE NOT TO ASSERT AGAINST SUCH ASSIGNEE ANY CLAIMS, DEFENSES, COUNTERCLAIMS, RECOURPMENTS, OR SET-OFFS THAT YOU MAY HAVE AGAINST XFS, and you agree to remit payments due under this Lease to such Assignee if so designated. XFS agrees and acknowledges that any Assignment by us will not materially change your obligations under this Lease.

10. Taxes. You will be responsible for, indemnify and hold XFS harmless from, all applicable taxes, fees or charges, (including sales, use, personal property and transfer taxes, other than net income taxes), plus interest and penalties assessed by any governmental entity on the Equipment, this Lease, or the amounts payable under this Lease (collectively, "Taxes"), which will be included in XFS's invoice to you unless you timely provide continuing proof of your tax exempt status. If Equipment is delivered to a jurisdiction where certain taxes are calculated and paid at the time of lease initiation, you authorize XFS to finance and adjust your Lease Payment to include such Taxes over the Initial Lease Term unless you require otherwise. Unless and until XFS notifies you in writing to the contrary, XFS will file all personal property tax returns covering the Equipment, pay the personal property taxes levied or assessed thereon, and collect from your account all personal property taxes on the Equipment. This is a true lease for all income tax purposes and you will not claim any credit or deduction for depreciation of the Equipment, or take any other action inconsistent with your status as lessee of the Equipment.

11. Equipment Warranty Information and Disclaimers. XFS IS MERELY A FINANCIAL INTERMEDIARY, AND HAS NO INVOLVEMENT IN THE SALE, DESIGN, MANUFACTURE, CONFIGURATION, DELIVERY, INSTALLATION, USE OR MAINTENANCE OF THE EQUIPMENT. THEREFORE, WITH RESPECT TO EQUIPMENT, XFS DISCLAIMS, AND YOU WAIVE SOLELY AGAINST XFS, ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE, AND XFS MAKES NO REPRESENTATIONS OF ANY KIND OR TYPE, INCLUDING, BUT NOT LIMITED TO, THE EQUIPMENT'S SUITABILITY, FUNCTIONALITY, DURABILITY, OR CONDITION. Since you have selected the Equipment and the Dealer, you acknowledge that you are aware of the name of the manufacturer of each item of Equipment and agree that you will contact each manufacturer and/or Dealer for a description of any warranty rights you may have under the Equipment supply contract, sales order, or otherwise. Provided you are not in default hereunder, XFS hereby assigns to you any warranty rights we may have against Dealer or manufacturer with respect to the Equipment. If the Equipment is returned to XFS, such rights are deemed reassigned by you to XFS. IF THE EQUIPMENT IS NOT PROPERLY INSTALLED, DOES NOT OPERATE AS WARRANTED, BECOMES OBSOLETE, OR IS UNSATISFACTORY FOR ANY REASON WHATSOEVER, YOU SHALL MAKE ALL RELATED CLAIMS SOLELY AGAINST MANUFACTURER OR DEALER AND NOT AGAINST XFS, AND YOU SHALL NEVERTHELESS CONTINUE TO PAY ALL LEASE PAYMENTS AND OTHER SUMS PAYABLE UNDER THIS LEASE.

12. Liability and Indemnification. XFS IS NOT RESPONSIBLE FOR ANY LOSSES, DAMAGES, EXPENSES OR INJURIES OF ANY KIND OR TYPE, INCLUDING, BUT NOT LIMITED TO, ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (COLLECTIVELY, "CLAIMS"), TO YOU OR ANY THIRD PARTY CAUSED BY THE EQUIPMENT OR ITS USE, EXCEPT THOSE CLAIMS ARISING DIRECTLY AND PROXIMATELY FROM XFS'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. In addition, except for Claims arising directly and proximately from XFS's gross negligence or willful misconduct, you assume the risk of liability for, and hereby agree to indemnify and hold safe and harmless, and covenant to defend, XFS, its employees, officers and agents from and against: (a) any and all Claims (including legal expenses of every kind and nature) arising out of the manufacture, purchase, shipment and delivery of the Equipment to you, acceptance or rejection, ownership, leasing, possession, operation, use, return or other disposition of the Equipment, including, without limitation, any liabilities that may arise from patent or latent defects in the Equipment (whether or not discoverable by you), any claims based on absolute tort liability or warranty and any claims based on patent, trademark or copyright infringement, and (b) any and all loss or damage of or to the Equipment.

13. Default and Remedies. You will be in default under this Lease if (1) XFS does not receive any payment within 10 days after its due date, or (2) you breach any other obligation in this Lease or any other agreement with XFS. If you default, and such default continues for 10 days after XFS provides notice to you, XFS may, in addition to other remedies (including requesting the Dealer to cease performing under the Maintenance Agreement), require you to promptly return the Equipment as provided in Sections 5 and 6 hereof, and require immediate payment, as liquidated damages for loss of bargain and not as a penalty, of the sum of: (a) all amounts then due, plus interest from the due date until paid at the rate of 1.5% per month; (b) the Lease Payments remaining in the Initial Lease Term (including the fixed maintenance component thereof, if permitted under the Maintenance Agreement), discounted at the Discount Rate to the date of default, and (c) Taxes. In addition, if you do not return the Equipment as required above, you agree to pay XFS the then determined Fair Market Value thereof, as reasonably determined by XFS, as of the end of the Initial Lease Term, discounted at the Discount Rate to the date of default. You agree to pay all reasonable costs, including attorneys' fees and disbursements, incurred by XFS to enforce this Lease.

14. Risk of Loss and Insurance. You assume and agree to bear the entire risk of loss, theft, destruction or other impairment of the Equipment upon delivery. You, at your own expense, (i) shall keep Equipment insured against loss or damage at a minimum of full replacement value thereof, and (ii) shall carry public liability insurance against bodily injury, including death, and against property damage in the amount of at least \$2 million (collectively, "Required Insurance"). All such Required Insurance shall be with loss payable to "XFS, its successors and/or assigns, as their interests may appear," and shall be with companies reasonably acceptable to XFS. In addition, XFS shall be similarly named as an additional insured on all public liability insurance policies. The Required Insurance shall provide for 30 days' prior notice to XFS of cancellation.

YOU MUST PROVIDE XFS OR OUR DESIGNEES WITH SATISFACTORY WRITTEN EVIDENCE OF REQUIRED INSURANCE WITHIN 30 DAYS OF THE INCEPTION DATE OR ANY SUBSEQUENT WRITTEN REQUEST BY XFS OR OUR DESIGNEES. IF YOU DO NOT DO SO, THEN IN LIEU OF OTHER REMEDIES FOR DEFAULT, XFS IN OUR DISCRETION AND AT OUR SOLE OPTION MAY (BUT IS NOT REQUIRED TO) OBTAIN INSURANCE FROM AN INSURER OF XFS'S CHOOSING, WHICH MAY BE AN XFS

AFFILIATE, IN SUCH FORMS AND AMOUNTS AS XFS DEEMS REASONABLE TO PROTECT XFS'S INTERESTS (COLLECTIVELY "EQUIPMENT INSURANCE"). EQUIPMENT INSURANCE WILL COVER THE EQUIPMENT AND XFS; IT WILL NOT NAME YOU AS AN INSURED AND MAY NOT COVER ALL OF YOUR INTEREST IN THE EQUIPMENT AND WILL BE SUBJECT TO CANCELLATION AT ANY TIME. YOU AGREE TO PAY XFS PERIODIC CHARGES FOR EQUIPMENT INSURANCE (COLLECTIVELY "INSURANCE CHARGES") THAT INCLUDE: AN INSURANCE PREMIUM THAT MAY BE HIGHER THAN IF YOU MAINTAINED THE REQUIRED INSURANCE SEPARATELY; A FINANCE CHARGE OF UP TO 1.5% PER MONTH ON ANY ADVANCES MADE BY XFS OR OUR AGENTS; AND COMMISSIONS, BILLING AND PROCESSING FEES; ANY OR ALL OF WHICH MAY GENERATE A PROFIT TO XFS OR OUR AGENTS. XFS MAY ADD INSURANCE CHARGES TO EACH LEASE PAYMENT. XFS shall discontinue billing or debiting Insurance Charges for Equipment Insurance upon receipt and review of satisfactory evidence of Required Insurance.

You must promptly notify XFS of any loss or damage to Equipment which makes any item of Equipment unfit for continued or repairable use. You hereby irrevocably appoint XFS as your attorney-in-fact to execute and endorse all checks or drafts in your name to collect under any such Required Insurance. Insurance proceeds from Required Insurance or Equipment Insurance received shall be applied, at XFS's option, to (x) restore the Equipment so that it is in the same condition as when delivered to you (normal wear and tear excepted), or (y) if the equipment is not restorable, to replace it with like-kind condition equipment from the same manufacturer or (z) pay to XFS, the greater of (i) the total unpaid Lease Payments for the entire term hereof (discounted to present value at the Discount Rate) plus XFS's residual interest in such Equipment (herein agreed to be 20% of the Equipment's original cost to XFS) plus any other amounts due to XFS hereunder, or (ii) the Fair Market Value of the Equipment immediately prior to the loss or damage, as reasonably determined by XFS. NO LOSS OR DAMAGE TO EQUIPMENT, OR XFS'S RECEIPT OF INSURANCE PROCEEDS, SHALL RELIEVE YOU OF ANY OF YOUR REMAINING OBLIGATIONS UNDER THIS LEASE. Notwithstanding procurement of Equipment Insurance or Required Insurance, you remain primarily liable for performance under this Section in the event the applicable insurance carrier fails or refuses to pay any claim. YOU AGREE (i) AT XFS'S SOLE ELECTION, TO ARBITRATE ANY DISPUTE WITH XFS OR OUR AGENTS OR ASSIGNS REGARDING THE EQUIPMENT INSURANCE AND/OR INSURANCE CHARGES UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION IN FAIRFIELD COUNTY, CT, (ii) THAT IF XFS MAKES THE FOREGOING ELECTION, ARBITRATION (NOT A COURT SHALL BE THE EXCLUSIVE REMEDY FOR SUCH DISPUTES; AND (iii) THAT CLASS ARBITRATION IS NOT PERMITTED. This arbitration option does not apply to any other provision of this Lease.

15. Finance Lease and Lessee Waivers. The parties agree this Lease is a "Finance Lease" under UCC Article 2A. You waive, solely against XFS and its successors and assigns, (a) all rights and remedies conferred on a lessee under Article 2A (Sections 508-522) of the UCC (C.G.S.A. §§42a-2A-724-737, and (b) any rights you now or later may have which require XFS to sell, lease or otherwise use an Equipment to reduce our damages including our realization of the remaining value of the Equipment or which may otherwise limit or modify any of our rights or remedies.

16. Authorization of Signer and Credit Review. You represent that you may lawfully enter into, and perform this Lease, that the individual signing this Lease on your behalf has all necessary authority to do so, and that all financial information you provide completely and accurately represents your financial condition. You agree to furnish financial information that XFS may request now, including your tax identification number, and you authorize XFS to obtain credit reports on you in the future should you default or fail to make prompt payment under this Lease.

17. Original and Sole Controlling Document; No Modifications Unless in Writing. This Lease constitute the entire agreement between the Parties as to the subjects addressed herein, and representations (statements not included herein are not part of this Lease and are not binding on the Parties. You agree that a executed copy of this Lease that is signed by your authorized representative and by XFS's authorized representative (an original manual signature or such signature reproduced by means of a reliable electronic form, such as electronic transmission of a facsimile or electronic signature) shall be marked "original" by XFS and shall constitute the only original document for all purposes. All other copies shall be duplicates. To the extent this Lease constitutes chattel paper (as defined in the UCC), no security interest in this Lease may be created except by the possession or transfer of the copy marked "original" by XFS. IF A PURCHASE ORDER OR OTHER DOCUMENT IS ISSUED BY YOU, NONE OF ITS TERMS AND CONDITIONS SHALL HAVE ANY FORCE OR EFFECT, AS THE TERMS AND CONDITIONS OF THIS LEASE EXCLUSIVELY GOVERN THE TRANSACTION DOCUMENTED HEREIN. THE DEALER AND ITS REPRESENTATIVES ARE NOT OUR AGENTS AND ARE NOT AUTHORIZED TO MODIFY OR NEGOTIATE THE TERMS OF THIS LEASE. THIS LEASE MAY NOT BE AMENDED OR SUPPLEMENTED EXCEPT IN A WRITTEN AGREEMENT SIGNED BY AUTHORIZED REPRESENTATIVES OF THE PARTIES AND NO PROVISIONS CAN BE WAIVED EXCEPT IN A WRITING SIGNED BY XFS. XFS's failure to object to terms contained in a communication from you will not be a waiver or modification of the terms of this Lease. You authorize XFS to insert or correct missing information on this Lease, including but not limited to your proper legal name, lease numbers, serial numbers and other information describing the Equipment, so long as there is no material impact to your financial obligations.

18. Governing Law, Jurisdiction, Venue and JURY TRIAL WAIVER. THIS LEASE IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CONNECTICUT (WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES THAT WOULD OTHERWISE REQUIRE APPLICATION OF LAWS OF ANOTHER JURISDICTION). THE JURISDICTION AND VENUE OF ACTION TO ENFORCE THIS LEASE, OR OTHERWISE RELATING TO THIS LEASE, SHALL BE IN FEDERAL OR STATE COURT IN FAIRFIELD COUNTY, CONNECTICUT OR, EXCLUSIVELY AT XFS'S OPTION, IN ANY OTHER FEDERAL OR STATE COURT WHERE THE EQUIPMENT IS LOCATED (WHERE XFS'S OR YOUR PRINCIPAL PLACES OF BUSINESS ARE LOCATED, AND YOU HEREBY WAIVE ANY RIGHT TO TRANSFER VENUE. THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY ANY ACTION RELATED TO OR ARISING OUT OF THIS LEASE.

19. Miscellaneous. Your obligations under the "Taxes" and "Liability" Sections commence upon execution and survive the expiration or earlier termination of this Lease. Notices under this Lease must be in writing. Notices to you will be sent to the "Billing Address" provided on the first page hereof, and notices to XFS will be sent to our address provided on the first page hereof. Notices will be deemed given 5 days after mailing first class mail or 2 days after sending by nationally recognized overnight courier. Invoices are not considered notices and are not governed by the notice terms hereof. You authorize XFS to communicate with you by electronic means (including cellular phone, email, automatic dialing and recorded messages) using any phone number (including cellular) or electronic address you provide to us. If a court finds any term of this Lease unenforceable, the remaining terms will remain in effect. The failure by either Party to exercise any right remedy will not constitute a waiver of such right or remedy. If more than one party has signed this Lease as lessee, each such party agrees that its liability is joint and several. The following four sentences control over every other part of this Lease. Both Parties will comply with applicable laws. XFS will not charge or collect amounts in excess of those allowed by applicable law. Any part of this Lease that would, but for the last four sentences of this Section, be read under any circumstances to allow for a charge higher than that allowed under any applicable legal limit, is modified by this Section to limit the amounts chargeable under this Lease to the maximum amount allowed under the legal limit. If, in any circumstances, any amount in excess of allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by XFS in excess of that legally allowed will be applied by us to the payment amounts legally owed under this Lease or refunded to you.

Oswego Community Unit School District 308

Schedule A

Wolfs Crossing Elementary					
Name	Model	Accessory	COTG Tag	Serial Number	MAC Address
	AltaLink C8045	LX			
	D95	Standard			
	D95	Standard			

Homestead Elementary					
Name	Model	Accessory	COTG Tag	Serial Number	MAC Address
	AltaLink C8045	LX			
	Color C60	BR			
	D95	Standard			
	D95	Standard			

The Wheatlands Elementary					
Name	Model	Accessory	COTG Tag	Serial Number	MAC Address
	AltaLink C8045	LX			
	Color C60	BR			
	D95	Standard			
	D95	Standard			

Churchill Elementary					
Name	Model	Accessory	COTG Tag	Serial Number	MAC Address
	AltaLink C8045	LX			
	D95	Standard			
	D95	Standard			

Grande Park Elementary					
Name	Model	Accessory	COTG Tag	Serial Number	MAC Address
	AltaLink C8045	LX			
	D95	Standard			
	D95	Standard			

Prairie Point Elementary					
Name	Model	Accessory	COTG Tag	Serial Number	MAC Address
	AltaLink C8070	BR			
	D95	Standard			
	D95	Standard			

Boulder Hill Elementary					
Name	Model	Accessory	COTG Tag	Serial Number	MAC Address
	AltaLink C8045	LX			
	D95	Standard			
	D95	Standard			

Long Beach Elementary					
Name	Model	Accessory	COTG Tag	Serial Number	MAC Address
	AltaLink C8070	BR			
	D95	Standard			
	D95	Standard			

Fox Chase Elementary					
Name	Model	Accessory	COTG Tag	Serial Number	MAC Address
	Color C60	BR			
	Color C60	BR			
	D95	Standard			
	D95	Standard			

Lakewood Creek Elementary					
Name	Model	Accessory	COTG Tag	Serial Number	MAC Address
	AltaLink C8070	BR			
	Color C60	BR			
	Color C60	BR			
	D95	Standard			
	D95	Standard			

Hunt Club Elementary					
Name	Model	Accessory	COTG Tag	Serial Number	MAC Address
	AltaLink C8070	BR			
	D95	Standard			
	D95	Standard			

Southbury Elementary					
Name	Model	Accessory	COTG Tag	Serial Number	MAC Address
	AltaLink C8045	LX			
	D95	Standard			
	D95	Standard			

Old Post Elementary					
Name	Model	Accessory	COTG Tag	Serial Number	MAC Address
	AltaLink C8045	LX			
	D95	Standard			
	D95	Standard			

Bednark Junior High					
Name	Model	Accessory	COTG Tag	Serial Number	MAC Address
	AltaLink C8045	LX			
	VersaLink B405	Stand			
	VersaLink B405	Stand			
	D95	Standard			
	D95	Standard			

Plank Junior High					
Name	Model	Accessory	COTG Tag	Serial Number	MAC Address
	AltaLink C8045	LX			
	VersaLink B405	Stand			
	VersaLink B405	Stand			
	D95	Standard			
	AltaLink B8075	2K			
	D95	Standard			
	D95	Standard			

Murphy Junior High					
Name	Model	Accessory	COTG Tag	Serial Number	MAC Address
	AltaLink C8045	LX			
	VersaLink B405	Stand			
	VersaLink B405	Stand			
	D95	Standard			
	D95	Standard			

Traugber Junior High					
Name	Model	Accessory	COTG Tag	Serial Number	MAC Address
	AltaLink C8045	LX			
	VersaLink B405	Stand			

	VersaLink B405	Stand			
	D95	Standard			
	AltaLink B8075	2K			
	D95	Standard			
	D95	Standard			

Thompson Junior High					
Name	Model	Accessory	COTG Tag	Serial Number	MAC Address
	AltaLink C8070	BR			
	VersaLink B405	Stand			
	Keep	<i>see only</i>			
	D95	Standard			
	AltaLink B8075	2K			

Oswego High School					
Name	Model	Accessory	COTG Tag	Serial Number	MAC Address
	Color C60	BR			
	MOVE 7845	LX <i>see only</i>			
	AltaLink C8045	LX			
	AltaLink C8045	LX			
	Color C60	BR			
	AltaLink C8070	BR			
	D95	Standard			
	D95	Standard			
	D95	Standard			
	AltaLink B8090	HVF			
	Color C60	BR			
	Color C60	BR			
	AltaLink C8070	BR			
	AltaLink C8045	LX			
	AltaLink C8070	BR			
	Color C60	BR			
	Color C60	BR			
	Color C60	BR			
	Color C60	BR			
	MOVE-7845	LX			

Oswego East High School					
Name	Model	Accessory	COTG Tag	Serial Number	MAC Address
	AltaLink C8070	BR			
	MOVE-7845	LX			
	Color C60	BR			
	D95	Standard			
	D95	Standard			
	D95	Standard			
	AltaLink B8075	2K			
	D95	Standard			
	D95	Standard			
	AltaLink C8070	BR			
	AltaLink C8070	BR			
	VersaLink B405	Stand			

Brokaw Early Learning Center					
Name	Model	Accessory	COTG Tag	Serial Number	MAC Address
	VersaLink B405	Stand			
	AltaLink C8045	LX			
	D95	Standard			

Transportation					
Name	Model	Accessory	COTG Tag	Serial Number	MAC Address
TRN_MAIN_1C	AltaLink C8045	LX			

District Administration Center					
Name	Model	Accessory	COTG Tag	Serial Number	MAC Address
	AltaLink C8070	BR			
	AltaLink C8045	LX			
	AltaLink C8045	LX			
	AltaLink C8045	LX			
	AltaLink C8070	BR			
	CPO WC5945	2K			
	D95	Standard			

East View Elementary					
Name	Model	Accessory	COTG Tag	Serial Number	MAC Address
	Color C60	BR			
	D95	Standard			
	D95	Standard			



MAINTENANCE AGREEMENT
CHICAGO OFFICE TECHNOLOGY GROUP
3 Territorial Ct. Bolingbrook, IL 60440
Phone (630)771-2600 Fax: (630)771-2601

A Xerox Company

BILL TO:

Customer Name:	Oswego Community Unit School District 308
Address:	4175 Route 71
City, State, Zip:	Oswego, IL 60554
Phone:	630-636-3080

EQUIPMENT LOCATION: (SAME AS BILL TO ☒)

Customer Name:	
Address:	
City, State, Zip:	
Phone:	

originals

Model #	Serial Number	
See Schedule A		

Contract Effective: From: 12-1-17 To: 11-30-18

Usage/Rate Breakdown

1,945,167	B&W Copies	.00463	Rate	.00463	Overage Rate
33,500	Color Copies	.05	Rate	.05	Overage Rate
	Tabloid Color		Rate		Overage Rate
	Extra Long		Rate		Overage Rate
334,056	B&W Prints	.0085	Rate		Overage Rate
57,693	Color Prints	.085	Rate		Overage Rate
	B&W Flat Fee Units		Unit Rate		
	CLR Flat Fee Units		Unit Rate		
	Ink Jet Flat Fee Units		Unit Rate (Toner Only)		

Items Included (check all that apply)

☒ Parts ☒ Toner ☒ Other (Specified Below)

Items Excluded and Special Terms

Staples are included. Paper not included. Rates locked for term of agreement. Overages and underage's accessed annually. Check is issued to the customer for any underage's annually. We can evaluate usage on a semiannual basis and adjust accordingly. Usage can be evaluated on a semiannual basis or anytime upon mutual agreement of both parties. COTG will satisfy current copier lease agreement ("Schedule A American Capital") with American Capital not to exceed \$201,166.15. Contract #CN11553-01 for printers and contract #CN8727-01 for copiers both with COTG will be terminated and replaced by this signed agreement.

COTG Diagnostic Application

In the event COTG 360 Diagnostic Application is not installed or a COTG representative is required to visit your office to obtain these meters, a meter administration charge of \$25.00 will be added to your overage invoice.

COTG 360 Diagnostic Application Installed? YES ☒ NO ☐

Meter requests for non-networked devices should be emailed to the contact below. For multiple devices and contacts please submit a separate schedule A.

Meter Contact Name (Print Name):	Phone Number:	Email Address:
NA		

Acknowledgment

THE 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 OR CONDITIONS OF THIS AGREEMENT UNLESS AGREED TO IN WRITING BY BOTH PARTIES. BY SIGNING THIS AGREEMENT YOU ACKNOWLEDGE RECEIPT OF PAGE TWO AND AGREE TO THE TERMS ON PAGES 1 AND 2 OF THIS AGREEMENT.

Customer Signature:

COTG Sales Representative Signature:

COTG Contract's Manager Signature:

Print Name:

Print Name:

Print Name:

Asif Dada
Asst. Supt Bus/Treas./CSBO

Paula M. Cheskie

Nancy Klintz

TERMS AND CONDITIONS

1. **SERVICES.** Throughout this Agreement the words "We," "Our," and "Us" refer to Company. The words "You" and "Your" refer to the Customer indicated on the reverse. This Agreement covers both the labor and materials for adjustments, repairs, and replacement of parts necessitated by normal use of the Equipment listed on the face of this Agreement ("Services"). Services do not include the following: (a) repairs due to (i) misuse, neglect, or abuse (including, without limitation, improper voltage or use of supplies that do not conform to the manufacturers' specifications), (ii) use of options, accessories, products, supplies not provided by Company; (iii) non-Company alterations, relocation, or service; (iv) loss or damage resulting from accidents, fire, water, natural disasters, electrical fault, interconnection fault or theft; (b) maintenance requested outside Company's normal business hours or this Agreement, (c) relocation, (d) software or connected hardware, (e) hard drive replacement, (f) Thermal heads, process units, and fuser units for Facsimile Machines, (g) Thermal Heads and MICR Toner for Laser Printers, and parts and labor for all non-laser printers. Scanner coverage includes labor only and is billed annually. Zebra printers are service only. Replacement parts may be new, reprocessed, or recovered. Supplies provided by Company are in accordance with the copy volumes set forth on the face of this Agreement and within the manufacturer's stated yields and do not include staples or paper. Supplies are to be used exclusively for the Equipment and remain Company property until consumed. You will return, or allow Company to retrieve, any unused supplies at the termination/expiration of this Agreement. You are responsible for the cost of excess supplies. You authorize Equipment to be connected to automatic meter reading software and/or device or, if we otherwise request, you will provide us with accurate meter readings for each item of Equipment when and by such means as we request. If you do not permit the Company to use automatic meter reading software and/or devices, Company may charge a monthly fee for manually performing meter reads. If you do not provide meter reads as required, Company may estimate the reading and bill accordingly. You shall provide adequate space and electrical service for the operation of the Equipment in accordance with UL and/or manufacturer's specifications. Supplies will be via UPS Ground. All shipping methods, including, but not limited to, UPS Ground, Overnight, and/or Messenger Service, will be billed to the Customer. Service provided outside Company's normal business hours or for computer/network issues will be at Company hourly rates in effect at the time of Service. If, at any time during the Term of this Agreement, Customer upgrades, modifies, or adds equipment, Customer shall promptly notify Company. Company maintains the right to inspect any upgrades and modifications to Equipment and/or additional equipment and, in its sole discretion, determine whether equipment is eligible for Service. If approved, the Agreement will be amended to include such changes, including pricing modifications. Unless otherwise agreed to in writing, Customer remains solely responsible for any and all Customer data stored within the Equipment and the removal of such data upon removal of Equipment or termination of this Agreement. Customer is required to notify the company of any additional equipment at Customer's site capable of using Company supplied toner. This will include any new equipment or existing equipment not included in the original contract due to errors or omissions. In the event such equipment is discovered, it will automatically be added to this agreement with the meter at the time of discovery or be added at the current flat fee rate. Any other declarations, considerations, promises or incentives relating to this agreement must be documented within this contract to be considered valid and binding.

2. **TERM AND PAYMENT.** Except as otherwise provided for herein, this Agreement is non-cancelable and will commence on the start date indicated on the face of this Agreement and remain in effect throughout the Term. Unless stated otherwise all base charges will be billed monthly with any overages or per print/copy charges calculated quarterly. In the event the fees herein are included in your lease payment, the Term shall begin on the start date and continue through the expiration/termination of the Lease Agreement. The meter count at installation or, in the case of owned printers, at assessment, will be used for overages calculations. Unless notified in writing sixty (60) days prior to its expiration, this Agreement shall automatically renew for additional one (1) year periods. You agree to pay Company the Minimum Monthly Payment and all other sums when due and payable. The Minimum Monthly Payment entitles you to Services for a specific number and type (i.e. black & white, color, scan) of Prints/Copies as identified on the face of this Agreement and will be billed in advance. In addition, You agree to pay the Overage Rate for each Print/Copy that exceeds the applicable number and type of Prints/Copies provided in the Minimum Monthly Payment which amount shall be billed in arrears and is payable as indicated on the face of this Agreement. A Print/Copy is defined as standard 8.5"x11" copy (larger size copies may register two meter clicks). No credit will be applied towards unused copies/prints. Your obligation to pay all sums when due shall be absolute and unconditional and is not subject to any abatement, offset, defense or counterclaim. If any payment is not paid within 10 days of its due date, you will pay a late charge not to exceed 7% of each late payment (or such lesser rate as is the maximum allowable by law). Company has the right to withhold service and supplies, without recourse, for any non-payment. Unless otherwise stated on the face of this Agreement, Company may increase the Base Charge and/or the Overage Rates on an annual basis, in an amount not to exceed 15% regardless of "Contract Effective" dates. Company retains the right to have all or some of the amounts due hereunder billed and/or collected by third parties. If Customer requires any specialized billing procedure or invoicing, Company reserves the right to bill an administrative fee not to exceed \$100 per invoice.

3. **TAXES.** Payments are exclusive of all state and local sales, use, excise, privilege and similar taxes. You will pay when due, either directly or to Us upon demand, all taxes, fines and penalties relating to this Agreement that are now or in the future assessed or levied.

4. **WARRANTY:** You acknowledge that the Equipment covered by this Agreement was selected by you based upon your own judgment. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF NON-INFRINGEMENT; IMPLIED WARRANTIES OF MERCHANTABILITY; OR, FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE SPECIFICALLY AND UNRESERVEDLY EXCLUDED. IN PARTICULAR, BUT WITHOUT LIMITATION, NO WARRANTY IS GIVEN THAT EQUIPMENT IS SUITABLE FOR PURPOSES INTENDED BY CUSTOMER.

5. **LIMITATION OF LIABILITY.** In no event, shall Company be liable for any indirect, special, incidental or consequential damages (including loss profits) whether based in contract, tort, or any other legal theory and irrespective of whether Company has notice of the possibility of such damages.

6. **DEFAULT; REMEDIES:** Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) failure to make payment when due of any indebtedness to Company or for the Equipment, whether or not arising under this Agreement, without notice or demand by Company; (b) breach by you of any obligation herein; or (c) if you cease doing business as a going concern. If you default, Company may: (1) require future Services, including supplies to be paid in advance, (2) require you to immediately pay the amount of the remaining unpaid balance of the Agreement, (3) terminate any and all agreements with you, and/or (4) pursue any other remedy permitted at law or in equity. In the Event of Default, remaining payment amounts due will be calculated using the average of the last six months' billing periods or the face value of the Agreement, whichever is greater, multiplied by the remaining months of the Agreement. You agree that any delay or failure of Company to enforce its rights under this Agreement does not prevent Company from enforcing any such right at a later time. All of Company's rights and remedies survive the termination of this Agreement. In the event of a dispute arising out of this Agreement or the Equipment listed herein, should it prevail, Company shall be entitled to collection of its reasonable costs and attorneys' fees incurred in defending or enforcing this Agreement, whether or not litigation is commenced.

7. **ASSIGNMENT:** You may not sell, transfer, or assign this Agreement without the prior written consent of Company. Company may sell, assign or transfer this Agreement.

8. **NOTICES:** All notices required or permitted under this Agreement shall be by registered mail to such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice from Company to you shall be effective three days after it has been deposited in the mail, duly addressed. All such notices to Company from you shall be effective after it has been received via registered U.S. Mail.

9. **INDEMNIFICATION.** You are responsible for and agree to indemnify and hold Us harmless from, any and all (a) losses, damages, penalties, claims, suits and actions (collectively, "Claims"), whether based on a theory of contract, tort, strict liability of otherwise caused by or related to Your use or possession of the Equipment, and (b) all costs and attorneys' fees incurred by Us relating to such claim.

10. **FAX EXECUTION.** A faxed or electronically transmitted version of this Agreement may be considered the original and you will not have the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. This Agreement may be signed in counterparts and all counterparts will be considered and constitute the same Agreement.

11. **MISCELLANEOUS.** (a) Choice of Law. This Agreement shall be governed by the laws of the State of Illinois (without regard to the conflict of laws or principles of such states); (b) Jury Trial. **YOU EXPRESSLY WAIVE TRIAL BY JURY AS TO ALL ISSUES ARISING OUT OF OR RELATED TO THIS AGREEMENT;** (c) Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, proposals or negotiations, whether oral or written; (d) Enforceability. If any provision of this Agreement is unenforceable, illegal or invalid, the remaining provisions will remain in full force and effect; (e) Amendments. This Agreement may not be amended or modified except by a writing signed by the parties; provided you agree that we are authorized, without notice to you, to supply missing information or correct obvious errors provided that such change does not materially alter your obligations; (f) Force Majeure. Company shall not be responsible for delays or inability to service caused directly or indirectly by strikes, accidents, climate conditions, parts availability, unsafe travel conditions, or other reasons beyond our control; (g) Company has the right to modify/correct any clerical errors.

Initials: AD

Customer