



PREPARED FOR

New Toshiba Digital Solution**Model Details**

- (1) Toshiba e-STUDIO5516ACT
 - Included Features: 2500-sheet Large Capacity Feeder, 50-sheet Staple Finisher, Finisher Guide Rail, Hole Punch, Analog Fax Unit / 2nd Line Fax Unit, Card Reader Holder

Service Details

Pool Name	Monthly Overage Per Page
Mono Pool	\$0.00450
Color Pool	\$0.04400

Total Monthly Investment

- 60 Month Lease \$161.22

Monthly investment includes parts, labor, travel, and supplies; everything except for paper, staples, and applicable taxes.



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Letter of Intent

Dear Dr. Leh,

This letter of intent will confirm our understanding of the principal terms of the proposed installment purchase (the "Purchase") of the equipment described below (the "Equipment") by Monroe 2-Orleans BOCES ("BOCES") for Wheatland-Chili Central School District (the "District") use as part of a cooperative service provided by BOCES. This letter of intent will also evidence the intention of BOCES and the District to proceed to complete the discussions, approvals and other actions necessary to complete the installment purchase arrangement.

The principal terms, to be more fully set forth in a definitive agreement (the "Installment Purchase Agreement"), will include the following:

Equipment to be Purchased: (as per attached)	The purchase will be structured as an installment purchase by BOCES. The District understands that the Equipment will at all times be owned by BOCES, but will be available for use by the District.
Representations and Warranties:	BOCES will not make any warranties, representations or guarantees with respect to the Equipment including, for example, a representation that the Equipment will meet the District's

	provided to the District and, in addition, execute and deliver to BOCES the Installment Purchase Agreement in the form previously provided to the District.
Purchase:	Once the District has provided BOCES with a certified copy of the resolution of the District's board of education, BOCES will confirm the terms of the financing (i.e., the interest rate and repayment term) and the cost of the Equipment, and secure the District's written approval of the financing and cost of the Equipment. At that point the District must execute and deliver to BOCES the Installment Purchase Agreement.
Purchase Price: As per attached.	The District will reimburse BOCES for the following costs related to the Purchase: (i) the cost of the Equipment; (ii) the costs associated with the financing of the Equipment including, but not limited to, any interest.
Payment: As per attached.	BOCES will issue invoices to the District for all installments due under the installment purchase of the Equipment. The invoice will be issued to the District once BOCES is invoiced by the financing company.
Equipment Maintenance:	The District will maintain and repair the

estimated principal and interest payment figures, which may be higher or lower, depending upon interest rate fluctuations and other conditions imposed by the Seller. The District hereby agrees to reimburse BOCES for all adjusted costs and expenses contained within the Master Agreement pursuant to the provisions of this Agreement.

Kindly sign and return the enclosed copy of the Letter of Intent to indicate that it correctly sets forth the principal terms relating to the BOCES service described above.

Very truly yours,

MONROE 2-ORLEANS BOCES

Purchasing Agent

Accepted and Agreed to:

WHEATLAND-CHILI CENTRAL SCHOOL DISTRICT

by: _____,
Superintendent

EQUIPMENT DESCRIPTION:

Unit Model

Acct Name

cooperative service; and

WHEREAS, BOCES 2 is willing to arrange for the installment purchase of the Equipment and to provide the Equipment to the District as part of a BOCES 2 cooperative service.

NOW, THEREFORE, be it resolved as follows:

1. The District is authorized to enter into an agreement with BOCES 2 (the "Installment Purchase Agreement") under the terms of which: BOCES 2 will purchase the Equipment; the District will be entitled to use the Equipment; and the District will be obligated to pay BOCES 2 for the use of the Equipment.

2. The District's superintendent is hereby authorized to approve the final form and terms of the Installment Purchase Agreement and to execute and deliver to BOCES 2, on behalf of the District, the Installment Purchase Agreement and such other agreements, documents, certificates and instruments as the superintendent determines are necessary to secure the use of the Equipment, to fulfill the District's obligations under the terms of the Installment Purchase Agreement, and to address the terms and intent of this resolution.

3. This resolution shall take effect when adopted.

Description of Equipment to be purchased:

Unit	Model	Acct Name
1	Toshiba e-Studio ES5516ACT	Wheatland-Chili CSD
2	Toshiba e-Studio ES5516ACT	Wheatland-Chili CSD
3	Toshiba e-Studio ES5516ACT	Wheatland-Chili CSD

CERTIFICATION OF DISTRICT CLERK

District Clerk of the aforementioned School District, hereby certifies that

equipment described below (the "Equipment") for the District's use. BOCES is willing to purchase the Equipment, under an installment purchase arrangement, from a financing company (the "Seller") and to allow the District to use the Equipment on the following terms and conditions. Accordingly, the parties agree as follows:

- 1. **Term of Agreement.** This Agreement will be effective at all times during which the District participates in the BOCES cooperative service under which the District is allowed to use the equipment.
- 2. **Use of Equipment.** BOCES will allow the District to use the Equipment provided that the District complies with the terms of this Agreement, and provided that the District participates in the BOCES cooperative service, which allows the District to use the Equipment.
- 3. **Price and Payment Terms.** As consideration for the use of the Equipment, the District will pay BOCES an amount equal to the cost of the Equipment and financing costs incurred by BOCES to secure the installment purchase of the Equipment. The District will pay BOCES those amounts at such time and such installment payments described as follows:

<u>Price and Payment Terms</u>	
Cost of the Equipment:	\$ 29,019.60
Finance Cost:	\$ 0.00
Monthly Cost	\$ 483.66

Estimated Payment Schedule*

Payment	Amount	Due Date
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The District hereby agrees to reimburse BOCES for all adjusted costs and expenses contained within the Master Agreement pursuant to the provisions of this Agreement.

4. **Taxes and Charges.** The District will pay to BOCES all license fees, assessments and charges, and any sales, use, property, excise and other taxes now or hereinafter imposed by any governmental body or agency upon the Equipment or the use thereof, which may be charged to BOCES by Seller, other than taxes on or measured by the net income of Seller.
5. **Equipment Maintenance.** The District will use the Equipment in a careful and proper manner and in a manner that is in compliance with all applicable laws and regulations. The District will, at its sole cost and expense, maintain the Equipment and keep the Equipment in good repair, condition and working order. The District will not do or permit anything to be done whereby any part of the Equipment will be physically damaged or destroyed.
6. **Location of the Equipment.** The Equipment will be located on the District's property in the building described below. BOCES shall have the right to enter upon the District's property to inspect the Equipment and observe its use during normal business hours. Waiver of liability or other restrictions shall not be imposed by the District as a site access requirement.
7. **Insurance.** BOCES will maintain fire and casualty insurance on the Equipment.
8. **Alterations.** Without the prior written consent of BOCES, the District shall not make any alterations, modifications or attachments to the Equipment which could damage the Equipment, affect the proper operation of the

further warrants and represents that it has made sufficient appropriations or has other funds available to pay the first installment due under this Agreement.

11. **Disclaimer of Warranties.** The District has selected both the Equipment and the manufacturer or other supplier of the Equipment. **BOCES HAS NOT MADE AND DOES NOT MAKE ANY WARRANTY, EXPRESS OR IMPLIED, AS TO THE FITNESS, CONDITION, MERCHANTABILITY, DESIGN OR OPERATION OF THE EQUIPMENT, ITS FITNESS FOR ANY PARTICULAR PURPOSE, OR THE QUALITY OR CAPACITY OF THE MATERIALS IN THE EQUIPMENT OR WORKMANSHIP IN THE EQUIPMENT.** If the Equipment is not properly installed, does not operate as represented or warranted by the manufacturer or supplier thereof, or is unsatisfactory for any reason, the District shall make any claim on account thereof solely against such manufacturer or supplier and shall, nevertheless, continue to pay all installment payments due under this Agreement without any abatement or offset whatsoever. BOCES will assign to the District, solely for the purpose of making and prosecuting any such claim, all of the rights which BOCES has against such manufacturer or supplier for breach of warranty or other representation respecting the Equipment to the extent the same are assignable.
12. **Assignment.** The District will not lease, sublicense, license or otherwise encumber or allow a lien or encumbrance upon or against any interest in this Agreement or the Equipment, or remove the Equipment from its place of installation without BOCES prior written consent, which shall not be unreasonably withheld.

13. **Hold Harmless.** The District shall indemnify and hold BOCES harmless at

Agreement:

- a. The District shall fail to make any installment payment or pay any other sum when due or shall fail to perform or observe any other term, condition or covenant of this Agreement and such failure shall continue unremedied for a period of 15 days after notice thereof from BOCES to the District;
 - b. Proceedings under any bankruptcy, insolvency or similar legislation shall be instituted against the District, or a receiver or similar officer shall be appointed for the District or any of its property, and such proceedings or appointments shall not be vacated or fully stayed within 30 days after the institution or occurrence thereof;
 - c. The District shall make an assignment for the benefit of creditors, a bulk transfer, or institute proceedings under any bankruptcy, insolvency or similar legislation or admit in writing its inability to pay its debts generally as they become due;
 - d. Any warranty or representation made by the District is found to be incorrect or misleading in any material respect on the date made; or
 - e. An attachment, levy or execution is threatened or levied upon or against the Equipment.
17. **Remedies.** Upon the occurrence of any event of default, BOCES may exercise any one or more of the following remedies as BOCES, in its sole discretion, shall elect:

- a. Declare all payments due or to become due during the fiscal year (i.e.

- e. Collect from the District damages resulting from the District's breach of this Agreement, which damages include, but are not limited to, any cost incurred by BOCES to remove the Equipment from the District, and reasonable attorney's fees incurred by BOCES to enforce its rights under the terms of this Agreement.

18. **Termination on Account of Default.** On the occurrence of any event of default, BOCES may terminate this Agreement. However, termination shall not relieve the District of its obligations under the terms of this Agreement while the Equipment remains in the District's possession, nor shall termination deprive BOCES of its remedies set forth in paragraph 17 of this Agreement.

19. **Miscellaneous.** The following provisions shall apply to this Agreement.

- a. The paragraph headings contained in this Agreement have been prepared for convenience of reference only and shall not control, affect the meaning, or be taken as an interpretation of any provision of this Agreement.
- b. Several copies of this Agreement may be executed by the parties, each of which shall be deemed an original for all purposes, and all of which together shall constitute but one and the same instrument.
- c. In the event any term or condition of this Agreement should be breached by either party and thereafter waived by the other party, then such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach either prior or subsequent to the breach so waived.

irrespective of the date of receipt. Notices may be signed and given by the attorney for the party sending the notice. A new address may be designated by notice.

21. **Construction.** All understandings and agreements previously made by and between the parties are merged in this Agreement, which alone fully and completely expresses their agreement. This Agreement may not be changed, terminated, nor any of its provisions modified or waived, except in writing signed by all of the parties to this Agreement.
22. **Applicable Law; Jurisdiction; Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of New York without regard to its principles of conflicts of law. The County of Monroe in the State of New York is hereby designated as the exclusive forum for any action or proceeding arising from or in any way connected to this Agreement, and the parties hereby expressly consent to the personal jurisdiction of the state or federal courts in this forum.
23. **Binding Effect.** This Agreement shall be binding upon and will inure to the benefit of the parties, their legal representatives, transferees, successors and assigns.

IN WITNESS WHEREOF, we have signed this Installment Purchase Agreement.

**MONROE 2-ORLEANS BOCES
District**

Wheatland-Chili Central School

By: _____
Purchasing Agent

By: _____
Superintendent