

New printers with Sharp			
Sharp	service 3 printers	\$ 231.68	monthly
	lease 2 printers	\$ 188.35	monthly
	purchase MVR	\$ 695.00	
Epson	purchase title	\$ 242.00	
Budget First year		\$ 5,977.36	
Proceeding years		\$ 5,040.36	

Sharp Proposal			
To Replace Public Works Printer:			
From Sharp	Sharp C303wh	\$ 42.36	monthly 63 month lease
To Replace MVR/Desk Printer			
From Sharp	Kyocera P2040 w/2 trays	\$ 695.00	Purchase Price
	Maintenace for C303 & P2040	\$ 32.75	monthly includes toner
To Replace Office Printer/Fax/Copier/Scanner			
From sharp	Sharp BP70C45	\$ 145.99	monthly 63 month lease
	Maintenace	\$ 198.93	monthly includes toner
Budget First Year		\$ 5,735.36	
Budget proceeding Years		\$ 5,040.36	

Purchase from Epsom			
To Replace Title Printer		Reason printer is having issues and beginning to fail.	
New printer :	Epson LX-350		
	Direct from Epsom	\$ 242.00	

AGREEMENT



GREATAMERICA FINANCIAL SERVICES CORPORATION
PAYMENT ADDRESS:
PO Box 660831, Dallas TX 75266-0831

AGREEMENT NO.: 1967263

CUSTOMER ("YOU" OR "YOUR")

FULL LEGAL NAME: Bowdoinham, Town of

ADDRESS: 13 School St Bowdoinham, ME 04008-4428

VENDOR (VENDOR IS NOT OUR AGENT AND IS NOT AUTHORIZED BY US TO ACT ON OUR BEHALF OR TO WAIVE OR ALTER ANY PROVISION OF THIS AGREEMENT)

Smith Office Systems Gorham, ME

EQUIPMENT AND PAYMENT TERMS

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES SEE ATTACHED SCHEDULE

1 Sharp MX-C303WH Copier

1 Sharp BP-70C45 Copier

EQUIPMENT LOCATION: As Stated Above

(\*PLUS TAX)

TERM IN MONTHS: 63 MONTHLY PAYMENT AMOUNT\*: \$188.35

ADDITIONAL TERMS AND CONDITIONS

AGREEMENT. You want us to now pay your Vendor for the equipment and/or software referenced herein ("Equipment") and the amounts your Vendor included on the invoice to us for the Equipment for related installation, training, and/or implementation costs, and you unconditionally agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date.

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

EQUIPMENT USE. You will keep the Equipment in good working order, use it for business purposes only, and not modify or move it from its initial location without our consent. You must resolve any dispute you may have concerning the Equipment with the manufacturer or Vendor.

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.

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.

LAW/FORUM. This Agreement and any claim related to this Agreement will be governed by Iowa law. Any dispute will be adjudicated in a state or federal court located in Linn County, Iowa.

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 or data stored on it.

INSURANCE. You agree to maintain commercial general 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.

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) we receive written notice from you, 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.

DEFAULT/REMEDIES. If a payment becomes 10+ days past due, or if you otherwise breach this Agreement, 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, discounted at 3% per annum; and we may disable or repossess the Equipment and use all other legal remedies available to us.

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 relating to the Equipment and supersedes any prior representations or agreements, including any purchase orders. Amounts payable under this Agreement may include a profit to us. The parties agree that the original hereof for enforcement and perfection purposes, and the sole "record" constituting "chattel paper" under the UCC, is the paper copy hereof bearing (i) the original or a copy of either your manual signature or an electronically applied indication of your intent to enter into this Agreement, and (ii) our original manual signature.

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.

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

THIS AGREEMENT IS NON-CANCELABLE FOR THE FULL AGREEMENT TERM. THIS AGREEMENT IS BINDING WHEN WE EXECUTE THIS AGREEMENT AND PAY FOR THE EQUIPMENT. OWNER: GreatAmerica Financial Services Corporation

CUSTOMER'S AUTHORIZED SIGNATURE

CUSTOMER: (As Stated Above)

SIGNATURE: DATE:

SIGNATURE: X DATE:

PRINT NAME & TITLE:

PRINT NAME & TITLE:

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: X NAME AND TITLE:

DATE:



PO Box 280  
Gorham, ME 04038

### Full Coverage Service Agreement

TBA

Customer name & Billing address:

Equipment Location:

Town Of Bowdoinham  
13 School St,  
Bowdoinham, ME 04008

Town Of Bowdoinham  
13 School St,  
Bowdoinham, ME 04008

#### EQUIPMENT

Model: BP70C45

Serial # TBA

Renewal Date: 3/6/2024

Start Meter(s): Black & White: 001

Color: 001

Annual service agreement billed monthly at \$198.93 per month. This agreement includes 9,120 B/W and 2,932 color images per month. Overages will be billed at the months end at .0059 per B/W image and .0495 per color image. Agreement is up for annual renewal each March.

\*Agreement excludes: paper, staples & networking.

The service term of this Agreement shall be for one year from the Start Date specified above, billed quarterly, monthly or yearly. *Smith Office Systems reserves the right to increase service contract pricing up to 10% annually.* This agreement will self renew automatically at the expiration unless either party notifies the other in writing at least 30 days prior to contract year end.

1. Service Calls and preventive calls will be permitted if not due to operator problems or environmental conditions. Preventive calls may be made in conjunction with emergency service calls. Emergency service calls will be made during regular business hours and not including Saturdays, Sundays and Holidays.
2. This Agreement shall not apply to repairs made necessary by accident, misuse, abuse, neglect, theft, vandalism, electrical power failures, electrical power surges, lightning damage, fire, water, casualty, acts of God or repairs made necessary by service performed by personnel other than those of Smith Office Systems.
3. Supplies are provided as part of this agreement. The term "supplies", as used herein, includes as applicable to the particular model covered, fuser rollers, any photoconductor image transfer medium, developer, toner, fuser oil kits, and any other item designated by the equipment manufacturer as a consumable or supply item. **Staples and Paper are not included.** **EXCESSIVE TONER USAGE-** With respect to All-inclusive Maintenance - Machinery, SOS reserves the right to *charge Customer* for toner requested during the term of this Agreement in excess of the manufacturer's specified yield for the number of copies or images run by Customer.
4. Smith Office Systems is responsible for the printer/copier equipment hardware only. *Smith Office Systems will not be responsible for any computer or network related matters at the customer location other than upon initial installation.* Smith Office Systems will provide the customer with the hardware and software provided by the manufacturer at point of sale. **It is the responsibility of the customer to facilitate the functions of the equipment through their operating system and or network.** Smith Office Systems will provide support, upon the customer's request at our standard billable hourly rate.

5. Smith Office Systems shall not be responsible for delays or the inability to service or inspect equipment caused directly or indirectly by strikes, accidents, embargoes, acts of God or other events beyond its control.
6. Smith Office Systems will replace without charge parts that have been broken or worn through normal use and are necessary for servicing and maintenance adjustments. External panels, paper cassettes, top covers, trays and other similar items are not included.
7. When at its sole discretion, Smith Office Systems determines a shop reconditioning is necessary to keep the equipment in proper working condition, Smith Office Systems will submit to Customer an estimate of needed repairs and the cost thereof which will be in addition to the charge under this Maintenance Agreement. If the Customer does not authorize such reconditioning, Smith Office Systems may discontinue service of the equipment under this Service Agreement or may refuse to renew this Agreement upon its expiration. Thereafter, service will be available on a Per Call basis at published rates.
8. Invoices are due and payable upon receipt. Smith Office Systems reserves the right to withhold service under this Agreement should the Customer's account become more than thirty (30) days past due. In the event that the Customer is not current in any account it may maintain with Smith Office Systems, whether for supplies or for any purchase or service, Smith Office Systems reserves the right to withhold service under this Agreement. Or at its option, it may terminate this Agreement and apply the pro-rated balance of the yearly maintenance fee to any such outstanding balance. This right is in addition to any other rights, which SOS may have and is not intended to be an exclusive remedy.
9. Any Checks returned by any depository, for any reason, shall subject the Customer to a handling fee of twenty dollars (\$20.00) per check. In the event that Smith Office Systems turns over an account for collection, the Customer agrees to pay all collection expenses incurred, including court costs, interest and all legal expenses, including attorneys' fees.
10. If the equipment covered hereunder is traded in on new Smith Office Systems distributed equipment, this Agreement will be canceled, and the balance of any money will be applied against a Maintenance Agreement for the new machine purchased from Smith Office Systems. This Agreement is not transferable and is automatically canceled, with respect to the particular machine, should the equipment it covers be sold or transferred to any third party.
11. *This Agreement is based on the current location of the covered equipment being as stated herein, and is subject to cancellation or rate revision should the covered equipment be moved to another location.*
12. The amount of the Agreement indicated above is subject to any applicable tax now or hereafter assessed, levied, or imposed by any federal, state, or local authority.
13. In the event that Smith Office Systems finds that the parts necessary for operation of the covered equipment are no longer available from the manufacturer, this Agreement shall be terminated upon written notification from Smith Office Systems.
14. It is understood that the above shall constitute the sole terms and conditions of this Agreement, and no other Agreement, concurrent or precedent, verbal or written, shall be binding on the purchaser or seller. This Agreement may not be modified or waived except in writing signed by an officer of Smith Office Systems.

ACCEPTED BY:

\_\_\_\_\_  
 Authorized Signature

ACCEPTED BY:

Smith Office Systems, Inc.

Jennifer Flaherty

\_\_\_\_\_  
 Authorized Signature

Date:

Date: 3/6/2024



PO Box 280  
Gorham, ME 04038

### Full Coverage Service Agreement

TBA

Customer name & Billing address:

Town Of Bowdoinham  
13 School St,  
Bowdoinham, ME 04008

Equipment Location:

Town Of Bowdoinham  
13 School St,  
Bowdoinham, ME 04008

### EQUIPMENT

Model: MXC303WH/P2040DW Serial # TBA

Renewal Date: 3/6/2024

Start Meter(s): Black & White: 001

Color: 001

Annual service agreement billed monthly at \$32.75 per month. This agreement includes 1,800 B/W and 250 color images per month. Overages will be billed at the months end at .0095 per B/W image and .059 per color image. Agreement is up for annual renewal each March.

\*Agreement excludes: paper, staples & networking.

The service term of this Agreement shall be for one year from the Start Date specified above, billed quarterly, monthly or yearly. *Smith Office Systems reserves the right to increase service contract pricing up to 10% annually.* This agreement will self renew automatically at the expiration unless either party notifies the other in writing at least 30 days prior to contract year end.

1. Service Calls and preventive calls will be permitted if not due to operator problems or environmental conditions. Preventive calls may be made in conjunction with emergency service calls. Emergency service calls will be made during regular business hours and not including Saturdays, Sundays and Holidays.
2. This Agreement shall not apply to repairs made necessary by accident, misuse, abuse, neglect, theft, vandalism, electrical power failures, electrical power surges, lightning damage, fire, water, casualty, acts of God or repairs made necessary by service performed by personnel other than those of Smith Office Systems.
3. Supplies are provided as part of this agreement. The term "supplies", as used herein, includes as applicable to the particular model covered, fuser rollers, any photoconductor image transfer medium, developer, toner, fuser oil kits, and any other item designated by the equipment manufacturer as a consumable or supply item. Staples and Paper are not included. **EXCESSIVE TONER USAGE-** With respect to All-inclusive Maintenance - Machinery, SOS reserves the right to *charge Customer* for toner requested during the term of this Agreement in excess of the manufacturer's specified yield for the number of copies or images run by Customer.
4. Smith Office Systems is responsible for the printer/copier equipment hardware only. *Smith Office Systems will not be responsible for any computer or network related matters at the customer location other than upon initial installation.* Smith Office Systems will provide the customer with the hardware and software provided by the manufacturer at point of sale. **It is the responsibility of the customer to facilitate the functions of the equipment through their operating system and or network.** Smith Office Systems will provide support, upon the customer's request at our standard billable hourly rate.

5. Smith Office Systems shall not be responsible for delays or the inability to service or inspect equipment caused directly or indirectly by strikes, accidents, embargoes, acts of God or other events beyond its control.
6. Smith Office Systems will replace without charge parts that have been broken or worn through normal use and are necessary for servicing and maintenance adjustments. External panels, paper cassettes, top covers, trays and other similar items are not included.
7. When at its sole discretion, Smith Office Systems determines a shop reconditioning is necessary to keep the equipment in proper working condition, Smith Office Systems will submit to Customer an estimate of needed repairs and the cost thereof which will be in addition to the charge under this Maintenance Agreement. If the Customer does not authorize such reconditioning, Smith Office Systems may discontinue service of the equipment under this Service Agreement or may refuse to renew this Agreement upon its expiration. Thereafter, service will be available on a Per Call basis at published rates.
8. Invoices are due and payable upon receipt. Smith Office Systems reserves the right to withhold service under this Agreement should the Customer's account become more than thirty (30) days past due. In the event that the Customer is not current in any account it may maintain with Smith Office Systems, whether for supplies or for any purchase or service, Smith Office Systems reserves the right to withhold service under this Agreement. Or at its option, it may terminate this Agreement and apply the pro-rated balance of the yearly maintenance fee to any such outstanding balance. This right is in addition to any other rights, which SOS may have and is not intended to be an exclusive remedy.
9. Any Checks returned by any depository, for any reason, shall subject the Customer to a handling fee of twenty dollars (\$20.00) per check. In the event that Smith Office Systems turns over an account for collection, the Customer agrees to pay all collection expenses incurred, including court costs, interest and all legal expenses, including attorneys' fees.
10. If the equipment covered hereunder is traded in on new Smith Office Systems distributed equipment, this Agreement will be canceled, and the balance of any money will be applied against a Maintenance Agreement for the new machine purchased from Smith Office Systems. This Agreement is not transferable and is automatically canceled, with respect to the particular machine, should the equipment it covers be sold or transferred to any third party.
11. *This Agreement is based on the current location of the covered equipment being as stated herein, and is subject to cancellation or rate revision should the covered equipment be moved to another location.*
12. The amount of the Agreement indicated above is subject to any applicable tax now or hereafter assessed, levied, or imposed by any federal, state, or local authority.
13. In the event that Smith Office Systems finds that the parts necessary for operation of the covered equipment are no longer available from the manufacturer, this Agreement shall be terminated upon written notification from Smith Office Systems.
14. It is understood that the above shall constitute the sole terms and conditions of this Agreement, and no other Agreement, concurrent or precedent, verbal or written, shall be binding on the purchaser or seller. This Agreement may not be modified or waived except in writing signed by an officer of Smith Office Systems.

ACCEPTED BY:

\_\_\_\_\_  
Authorized Signature

ACCEPTED BY:

Smith Office Systems, Inc.

Jennifer Flaherty

\_\_\_\_\_  
Authorized Signature

Date:

Date: 3/6/2024

**Sales Order No:** SO12211

**Date:** 3/7/24

**Account No:** BT02



**PO BOX 280  
GORHAM, MAINE  
04038-0280**

**Bill To:** Bowdoinham Town Of  
13 School St  
Bowdoinham, ME 04008

**Ship To:** Bowdoinham Town Of  
Attn: Lisa-Marie Curtis  
13 School St  
Bowdoinham, ME 04008

Sales Person	Ordered By	P.O. Number	Ship Method	Payment Terms	Date Required
Dan Smith	Lisa-Marie Curtis		Maine Parcel service	Due On Receipt	3/7/24

**Remarks**

Item No	Description	Serial No	Order	Canceled	UM	Price	Disc	Amount
P2040dw	Kyocera Ecosys P2040DW 42ppm B&W		1.00	0.00	EA	\$695.00	0.00%	\$695.00
CT-1150	P2040DW Paper Tray		1.00	0.00	EA			

Thank you for your business.

<b>Subtotal</b>	\$695.00
<b>Discount</b>	\$0.00
<b>Freight</b>	\$0.00
<b>Sales Tax</b>	\$0.00
<b>Sales Order Total</b>	\$695.00