	New printers with S	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 Pub	lic Works Printer:					
From Sharp Sharp C303wh			42.36	monthly	63 month lease	
To Replace MVI						
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	incluides toner	
E	Budget First Year					
Budget proceeding Years \$ 5,040.36						

Purchase	from	Epsom
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To Replace Title Printer

Reason printer is having issues and beginning to fail.

New printer :

Epson LX-350

Direct from Epson

\$ 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 ALT	ER ANY PROVISION OF THIS AGREEMENT)
Smith Office Systems	Gorham, ME	"
EQUIPMENT AND PAYMENT TERMS	3	·
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. This Agreement will begin on the date the Equipment is delivered to you or any later date we designate. We may charge you a one-time origination fee of \$125.00. If we do not receive by the due date, at the remittance address indicated on your invoice, any amount payable to us, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars (\$25.00); or 2) the highest lawful charge, if less.

for each dollar overdue or twenty-six dollars (\$26.00); or 2) the highest lawful charge, if less.

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. 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.

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.

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 ANYIALL 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.

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. You consent to personal jurisdiction and venue in such courts and waive transfer of venue. Each party waives any right to a jury trial. 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 altomey fees, in any way relating to the Equipment or data stored on it. This indemnify will survive the expiration of this Agreement. In no event will

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. If you fail to maintain property 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) 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. 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/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 lother legal remedies available to us. You agree to pay all costs and expenses (including reasonable attorney fees) we incur in any dispute with you related to this Agreement. You agree to pay us interest on all past due amounts at the rate of 1.5% per month, or at the highest rate allowed by applicable law, if less.

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. If any provision of this Agreement is unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law. Any change must be in writing signed by each party.

APPLICABLE TO GOVERNMENTAL ENTITIES ONLY

we be liable for any consequential or indirect damages.

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

Agreement on the last day of the fiscal period for which that at least thirty (30) days prior to the start of the fis state or a fully constituted political subdivision or agen	ch funds were available, without penalty or addition cal period for which funds were not appropriated, cay of the state in which you are located; (b) funds	anal expense to you (other than the expense of return your Chief Executive Officer (or Legal Counsel) deli- have not been appropriated for the applicable fiscal p	ing the Equipment to the location designated by us), provided vers to us a certificate (or opinion) certifying that (a) you are a eriod to pay amounts due under the Agreement; (c) such non-
appropriation did not result from any act or failure to apply if, and to the extent that, state law precludes you			der the Agreement. You agree that this paragraph shall only
OWNER ("WE", "US", "OUR")	nom emening into the Agreement it the Agreeme	CUSTOMER'S AUTHORIZE	
THIS AGREEMENT IS NON-CANCELABLE FO	OR THE FULL AGREEMENT TERM. THIS AC	GREEMENT IS BINDING WHEN WE EXECUTE 1	THIS AGREEMENT AND PAY FOR THE EQUIPMENT.
OWNER: GreatAmerica Financial S	ervices Corporation	CUSTOMER: (As Stated Above	9)
SIGNATURE:	DATE:	SIGNATURE: X	DATE:
PRINT NAME & TITLE:		PRINT NAME & TITLE:	
CERTIFICATE OF DELIVERY AN	ID ACCEPTANCE		
The Customer hereby certifies that all the Equipme	nt: 1) has been received, installed, and inspec	ted, 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:

Town Of Bowdoinham 13 School St, Bowdoinham, ME 04008 **Equipment Location:**

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.

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.

- 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.
- 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. <u>Smith Office Systems will not be responsible for any computer or network related matters at the customer location other than upon initial installation</u>. 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.

^{*}Agreement excludes: paper, staples & networking.

- 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 expiation. 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:	ACCEPTED BY: Smith Office Systems, Inc.
	Jennifer Flaherty
Authorized Signature	Authorized Signature
•	ű

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.

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.

- 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.
- 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. <u>Smith Office Systems will not be responsible for any computer or network related matters at the customer location other than upon initial installation</u>. 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.

^{*}Agreement excludes: paper, staples & networking.

- 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.
- 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 expiation. 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:	ACCEPTED BY: Smith Office Systems, Inc.
	Jennifer Flaherty
Authorized Signature	Authorized Signature

Date: Date: 3/6/2024

SALES ORDER



Sales Order No: SO12211

Date: 3/7/24 Account No: BT02

Bill To: Bowdoinh

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 Pe	rson	Ordered By	P.O. Number		Ship Method	d	Payment Term	is D	ate Required
Dan Smith Lisa-Marie Curtis		Lisa-Marie Curtis		Maine Parcel service		Due On Receipt		3/7/24	
			Remark	s					W. Sarbyers
Item No		Description	Serial No	Order	Canceled	UM	Price	Disc	Amount
P2040dw CT-1150	Kyocera Ec P2040DW I	osys P2040DW 42ppm B&W	Senai No	1.00 1.00	0.00 0.00	EA EA	\$695.00	0.00%	\$695.00

Thank you for your business.

Subtotal	\$695.00
Discount	\$0.00
Freight	\$0.00
Sales Tax	\$0.00
Sales Order Total	\$695.00

317 Mosher Rd Gorham, ME 04038 207-510-7100