

Master Purchase Agreement

Check Applicable Box

Purchase

Lease

Other: Baystone Financial

INVOICE TO	Account #	SOLD TO	Account #	SHIP TO	Account #
Legal Name	<u>Kansas State Bank of Manhattan</u>	Legal Name	<u>Gila County Health Department</u>	Legal Name	<u>Health & Emergency Services Division</u>
Attn Line 1	<u>aka Baystone Financial Group</u>	Attn Line 1	<u>Michael O'Driscoll</u>	Attn Line 1	<u>Sarah White</u>
Attn Line 2	<u>William Bauman</u>	Attn Line 2	<u>(928) 402-8811</u>	Attn Line 2	<u>(928) 402-8761</u>
Street Address	<u>1680 Charles Place</u>	Street Address	<u>1400 East Ash Street</u>	Street Address	<u>5515 South Apache Ave. Suite 100</u>
City	<u>Manhattan</u> State <u>KS</u> Zip <u>66502</u>	City	<u>Globe</u> State <u>AZ</u> Zip <u>85501</u>	City	<u>Globe</u> State <u>AZ</u> Zip <u>85501</u>

Tax Exempt No Yes (Copy Required) Tax Exempt # _____ P.O. Expiration Date _____
 P.O. Required No Yes (Copy Required) P.O. # _____

Payment Terms: Net 30 (\$296.70 / mo. 36 months) Credit Card Check

Card Type _____ Name on Card _____
 Authorized Credit Card Amount: _____ (plus applicable taxes)
 Credit Card # _____ Expiration Date _____
 Check # _____

Requested Delivery Date: 12/15/2011 Maintenance Contract Accepted Declined

QTY	MATERIAL #	MATERIAL DESCRIPTION	SERIAL NUMBER	PRICE EACH	EXTENDED
		MESC Contract # 10i-KMBS-0127	Baystone Financial Group		
1	A1DM011	bizhub C-652DS Dual Scan	aka Kansas State Bank of Manhattan	\$ 6,053.00	\$ 6,053.00
1	A03N0Y1	LU-301 Large Capacity Unit (3,000/Letter)	Mohave Contract Number 08i-BFG-0126	\$ 512.00	\$ 512.00
1	A11PWY1	FS-526 Finisher (100 sheet)	.031437 Lease Rate Factor (36 month term)	\$ 969.00	\$ 969.00
1	A11TW11	PK-516 Punch Kit (2/3 Holes) for FS-526	=8635*1.093	\$ 240.00	\$ 240.00
1	A0W4WY1	WT-506 Working Table	9438.06	\$ 28.00	\$ 28.00
1	7640001107	D5143NT Power Filter (120 volt, 20 Amps.)	Monthly Payments \$296.70 Post AZ Taxes	\$ 79.00	\$ 79.00
1	A10CWY1	JS-602 Job Separator Tray (3rd Output Tray) for		\$ 140.00	\$ 140.00
1	15LB	FK-502 Fax Board		\$ 330.00	\$ 330.00
1	A0YAWY1	MK-720 Mount Kit		\$ 34.00	\$ 34.00
1	7640015657	bizhub Secure (HD Security Protection)		\$ 250.00	\$ 250.00
1	4599141	Staples for the FS-526 (3 X 5000)			\$ -

QTY	MATERIAL #	SUPPLY - MATERIAL DESCRIPTION	PRICE EACH	EXTENDED
1	AOTM130	Black Toner	N/A	
1	AOTM430	Cyan Toner	N/A	
1	AOTM330	Magenta Toner	N/A	
1	AOTM230	Yellow Toner	N/A	
		DELIVERY CHARGE	N/A	
		INSTALLATION CHARGE	N/A	

Additional Charges: Network _____ Removal _____ Other _____

Additional Charges TOTAL \$ 8,635.00
 (TOTAL is exclusive of applicable taxes)

Pick-Up _____ Requested Removal Date: **SAME AS DELIVERY**

QTY	MATERIAL #	MATERIAL DESCRIPTION	SERIAL NUMBER

Comments _____

This agreement incorporates Schedule A KMBS Modified Sales Terms and Conditions for Mohave Educational Services Cooperative (MESC), a copy of which is available upon request. If payment by credit card is indicated above, Customer hereby grants KMBS the authority to charge the Customer's credit card in the amount indicated (plus applicable taxes). KMBS assumes no responsibility to pick-up, return to any party, and/or resolve any financial obligations on any existing Customer equipment except as specifically stated in this Agreement or separately executed form. Not binding on KMBS until signed by KMBS Manager.

Customer Name Don E. McDaniel
 Signature [Signature] Date 12/17/11
 Title Gila County Manager

KMBS Representative [Signature] Date 11/20/11
 KMBS Manager [Signature] Date 11/21/11

INTERNAL KMBS USE ONLY

CONTACT INFORMATION

Pre-Call / Confirmation Contact			Phone	E-Mail Address	
Sarah White			(928) 402-8761	swhite@co.gila.az.us	
Primary Delivery Contact			Phone	Alternate Delivery Contact	Phone
Sarah White			(928) 402-8761	Cassandra Villegas	(928) 402-4355
Accounts Payable Contact			Phone	E-Mail Address	
Cassandra Villegas			(928) 402-4355	cvillegas@co.gila.az.us	
Meter Contact			Phone	E-Mail Address (Meters)	Fax Number (Meters)
Sarah White			(928) 402-8761	swhite@co.gila.az.us	
Sales Rep	Sales Rep #	Split %	Phone	Sales Rep Name (Please Print)	
Originating / Lead	9415280	50%	(602) 531-2910	Jay W. Douglas	
Order Taking / Selling	9415280	25%	(602) 531-2910	Jay W. Douglas	
Servicing / Installing	9415280	25%	(602) 531-2910	Jay W. Douglas	
Sales District #	94109	100%	Split % Approval (unless over-riden by Master Agreement):		

ADDITIONAL ORDER INFORMATION

Customer Type

State Government Federal Government Key Account National Print for Pay OPS Other Commercial/Local (Branch)

Deduction(s):

Lease Reimb/Rebate (ZLEA): _____ Service (ZSVC) _____ Shipping (ZADY) _____ Other (ZMOT) _____ Describe: _____

Additional Documents & Attachments:

Buyout Quote/Letter DNA w/ vCare #: _____ If checked indicate # Price Exception Other _____ Describe: _____

Check (Copy) Equipment Removal Authorization Purchase Order

Credit Application Lease Document with Approval Tax Exempt Certificate

Contingency Demo Acknowledgement Lease Reimbursement/Rebate

Delivery Pick-Up (See Pg 1) No Movement Dealer Install New Customer → CRM Row ID# _____

Object Type: _____ Date/Time Submitted to Admin: _____

Lease #: _____ Date Document Sent to Lease Company: _____

AGREEMENT INFORMATION

PE # <u>0825104-R072711</u>	Agreement <u>10i-KMBS-0127</u>	Customer Code 1 <u>Mohave Educational Services Cooperative</u>
Promotion # _____	Subfleet / Price Plan _____ / _____	Customer Code 2 <u>Master Agreement 40038415</u>
		Customer Code 3 _____

COMMENTS & SPECIAL INSTRUCTIONS

PRE-CALL / CONFIRMATION INFORMATION

SPOKE WITH: _____ DATE: _____ TIME: _____

Confirmed Ship To Address Confirmed Delivery Contact Confirmed Alternate Contact Confirmed Telephone #

Delivery Entrance Yes No Front Back Side Is Site Ready Yes No If No, When _____

Delivery Hours _____ AM to _____ PM

Mon Tues Wed Thurs Fri

Loading Dock Yes No Elevator Yes No Equipment Pick-up required Yes No

Stairs Yes No If yes, how many _____ Turns or Landings Yes No If yes, how many _____

Special requirements (i.e. certificate of insurance, security check, customer comments, etc)

Unable to reach the customer, list date/time attempted 1st call: _____ 2nd call: _____ 3rd call: _____

Intermediate Consignee _____	KIT # _____		
Order Package Edited By: _____ Date: _____	Credit Approval: _____ Date: _____		
1LES ORDER # _____	3rd Party Order # _____	PICK-UP ORDER # _____	SUPPLY ORDER # _____
DELIVERY DOC # _____	PO# _____	DELIVERY DOC # _____	DELIVERY DOC # _____



KONICA MINOLTA

SCHEDULE A

KMBS MODIFIED SALES TERMS AND CONDITIONS

for MOHAVE EDUCATIONAL SERVICES COOPERATIVE (MESOC)

The following terms and conditions shall apply should the Customer elect to purchase equipment outright:

1. **PAYMENT:** Payment is due within thirty (30) days from the date of the invoice. Should the customer fail to make any payment due hereunder, or be or become insolvent or be a party to or acquiesce in any bankruptcy or receivership proceeding or any similar action affecting the affairs or property of Customer, or violate any aspect of this Agreement, Konica Minolta Business Solutions U.S.A., Inc. ("KMBS") may refuse to provide warranty service for the equipment and may enter Customer's premises to recover any property or equipment owned by KMBS. Customer specifically grants its permission to KMBS to enter its property for this purpose. Title to equipment referenced on the reverse side of this Agreement shall pass to Customer upon delivery to Customer's location unless equipment is provided on a rental basis. Title to equipment provided on a rental basis shall remain with KMBS. Customer agrees to the filing of any liens, and/or UCC security Agreements (including UCC-1) to acknowledge the financial interest of KMBS in the equipment which is the subject of this Agreement until full payment is made. Reasonable costs, including counsel fees, shall be recoverable by KMBS in the event collection activities, including litigation, are required to collect outstanding amounts due under this Agreement. **NO CASH PAYMENTS ACCEPTED.** Accepted manners of payment are by major credit card or checks made payable to KMBS.

2. **SITE PREPARATION:** Customer shall ensure that equipment is placed in an environment that conforms with the manufacturer's specifications and requirements and will bear all cost and expense for any additional necessities required for installation such as telephone and electrical wiring, remodeling, and noise and power filters. Any electrical work external to the equipment (i.e. associated peripheral equipment, power, transmission and phone lines, and modems) and equipment line cord is not covered by this Agreement. Once the equipment is delivered, risk of loss lies with the Customer.

3. **WARRANTY:** ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR USE OR PURPOSE ARE HEREBY DISCLAIMED BY KMBS AND WAIVED BY CUSTOMER.

4. **LIMITATIONS ON RECOVERY:** The equipment may not be returned to KMBS without KMBS' written consent. CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF WARRANTY SHALL BE REPAIR OF THE EQUIPMENT OR REPLACEMENT OF A NONCONFORMING PART, AT THE OPTION OF KMBS. THE PARTIES WAIVE THEIR RESPECTIVE RIGHTS TO SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES FOR ANY PROVEN BREACH OF THIS AGREEMENT (INCLUDING WARRANTY). KMBS SHALL ALSO NOT BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES DUE TO LOSS OF DATA OR INFORMATION OF ANY KIND, LOSS OF OR DAMAGE TO REVENUE, PROFITS OR GOODWILL, DAMAGES DUE TO ANY INTERRUPTION OF BUSINESS, DAMAGE TO CUSTOMER'S COMPUTERS OR NETWORKS, EVEN IF KMBS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.



KONICA MINOLTA

SCHEDULE A

**KMBS MODIFIED SALES TERMS AND CONDITIONS
for MOHAVE EDUCATIONAL SERVICES COOPERATIVE (MESOC)**

5. **APPLICABLE LAW:** This Agreement shall be governed by the laws of the State of Arizona without regard to choice of law principles. In the event of litigation or other proceedings by KMBS to enforce or defend any term or provision of this Agreement, Customer agrees to pay all costs and expenses sustained by KMBS, including but not limited to, reasonable attorney's fees. Customer further agrees to litigate any dispute concerning this matter in the courts of the state of Arizona consents to jurisdiction in that forum.
6. **FORCE MAJEURE:** Neither party shall be responsible for delays or failure in performance of this Agreement (other than failure to make payment) to the extent that such party was hindered in its performance by any act of God, civil commotion, labor dispute, or any other occurrence beyond its reasonable control.
7. **SEVERABILITY:** If any provision of this Agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of the remaining provisions of this Agreement.
8. **WAIVER:** Failure by KMBS to enforce any provisions of this Agreement or any rights hereunder, or failure to exercise any election provided for herein, shall in no way be considered a waiver of such provisions, rights, or elections, or in any way affect KMBS' right to later enforce or exercise the same or other provisions, rights, or elections it may have under this Agreement.
9. **BUSINESS PURPOSE:** Customer warrants and represents that the equipment will be used for business purposes, and not for personal, family, household purposes or other uses deemed illegal or infringing on the copyrights of others.
10. **INDEMNIFICATION:** Customer shall bear all risk of theft, loss or damage to all equipment delivered under this Agreement, which is not caused by KMBS employees or agents. Customer agrees to indemnify, defend and hold harmless KMBS, its officers, directors, employees and agents from all loss, liability, claims or expenses (including reasonable attorney's fees) arising out of Customer's use of the equipment, including but not limited to liabilities arising from illegal use of KMBS equipment as well as bodily injury, including death, or property damage to any person, unless said injuries, death or property damage was caused solely as the result of a negligent or intentional act or omission by KMBS.
11. **ASSIGNMENT:** Customer may not assign this Agreement, without KMBS' express written consent. In the event that KMBS assigns or subcontracts any of its obligations under this Agreement, KMBS shall remain primarily responsible to perform those obligations. Any claim or defense Customer may have relating to those obligations must be asserted only against KMBS and not its assignee. KMBS may assign, without notice to Customer, any of its rights under this Agreement.



KONICA MINOLTA

SCHEDULE A

**KMBS MODIFIED SALES TERMS AND CONDITIONS
for MOHAVE EDUCATIONAL SERVICES COOPERATIVE (MESOC)**

12. **NOTICES:** All notices required to be given under this Agreement shall be in writing and shall be sent by U.S. first class mail to the parties as follows: To Customer at the address listed on the front of this Agreement and to KMBS, at 100 Williams Drive, Ramsey, NJ 07446, Attention: Office of Direct Administration.

13. **ORIGINAL DOCUMENT:** Customer further agrees (a) that facsimile or electronic signatures shall be accepted as original signatures; and (b) that this Agreement or any document created pursuant to this Agreement, may be maintained in an electronic document storage and retrieval system, a copy of which shall be considered an original. KMBS may accept orders electronically from Customer pursuant to this Agreement. Neither party shall raise any objection to the authenticity of this Agreement or any document created hereunder, based on either the use of a facsimile signature or the use of a copy retrieved from an electronic storage system.

14. **ENTIRE AGREEMENT:** The entire Agreement between Customer and KMBS on the subject matter, inclusive of RFP 10I-0930, any best and final offer, and the Member's purchase order, hereof and supersedes any proposal or prior agreement, oral or written, or any other communications relating to maintenance services for KMBS equipment and it may not be released, discharged, changed, or modified except by an instrument in writing signed by a duly authorized representative of each party. Customer agrees that any Purchase Order or other documentation issued to KMBS covering the equipment or maintenance is issued for purpose of authorization and Customer's internal use only, and any terms and conditions contained therein shall not modify or add to the terms and conditions of the Agreement. This Agreement will not be effective until accepted by an authorized representative of KMBS. Notice of acceptance is hereby waived by Customer. This does not include any stand-alone lease agreement entered into by the Members.