INFORMATION SHEET 03/9/2021 TRUSTEES MEETING

ATTACHMENT 7.8

TO: Jim Bridges, Superintendent

FOR: Board of Trustees

FROM: Dena Whittington

ISSUE: Three-Year Xerox Lease

The District's current copy machines are six years old and are requiring repeated repairs. This is slowing down staff's ability to get information and materials to students, families, vendors and community partners. The lease was originally for five years, but converted to a month-to-month lease during the pandemic. In addition to making paper copies, the machines are also equipped to scan, which is a feature that has increased in demand over the last year.

The Business Department worked with site staff and instructional coaches to evaluate what features would be the most useful. The current vendor also provided historical usage to help with the recommendation. It was determined that new models of the current machines will be the most useful at all sites. Two sites, Hawkins and Traina, have opted to increase the capacity of one machine at their site to accommodate their increased volume.

The lease will be for a three-year term in order to allow the District to replace and update machines on a more frequent basis. The contract, which includes the maintenance agreement and toner, is part of the National Association of State Procurement Officials (NASPO) bid. Utilizing the NASPO contract eliminates the need to perform a formal bid for the equipment. After careful consideration, the District would like to move forward with entering the attached contract.

State of California Participating Addendum Number 7-19-70-46-09
Copiers and Managed Print Services
Colorado NASPO ValuePoint Master Agreement Number 140606 Xerox Corporation
Fiscal Impact:

$4,289 per month from site and department General Fund budgets

INLAND BUSINESS SYSTEMS
LUCAS BUSINESS SYSTEMS
SIERRA OFFICE SOLUTIONS
A Xerox Company

1326 North Market Blvd
Sacramento, CA 95834
916-928-0770

627 Bitritto Ct
Modesto, CA 95356
209-529-3610

4710 Longley Lane
Reno, NV 89502
775-828-2679

2592 Notre Dame Blvd
Chico, CA 95928
530-891-1966

2620 Larkspur Lane #C
Redding, CA 96002
530-223-6519

1301 Redwood Way
Petaluma, CA 95354
707-448-7742

Order #

Bill To Customer #:		**Ship To Customer #:**	
Company	**Jefferson School District**	**Company**	**Jefferson School District**
Department		**Department**	
Address	1219 Whispering Wind Drive	**Address**	1219 Whispering Wind Drive
City / State / Zip	Tracy, Ca	**City / State / Zip**	Tracy, Ca
Billing Contact	Dena Whittington	**Key Operator**	Dena Whittington
Phone #	209-836-2766	**Phone #**	209-836-2766
E-mail Address	dwhittington@jsdtracy.com	**E-mail Address**	dwhittington@jsdtracy.com

Date	Install Date	Sales Rep	PO Number		Transaction Type
2/8/2021					Bundled Lease

Qty	VPN	Description		Price
12		XEROX ALTALINK B8155H2		LEASE
12		OFFICE FINISHER		
12		2/3 HOLE PUNCH		
12		1 LINE FAX		
3		XEROX ALTALINK B8170H2		
3		BUSINESS READY FINISHER 2/3 HOLE PUNCH		
3		1 LINE FAX		
1		XEROX ALTALINK C8145H2		
1		OFFICE FINISHER		
1		2/3 HOLE PUNCH		
			Addendum Total	
			Subtotal	
			Tax Rate	***8.2500%***
			Tax	
			TOTAL	

Additional Special Instructions: LBS will install (16) Brand New Xerox Devices at (5) separate locations for Jefferson School District under State & Local Goverment Contracts. LBS will assist to set up printing by providing Print Drivers for the server, set up faxing, and assist IT with setting up scanning.

EQUIPMENT REMOVAL

☐ LEASE RETURN ☑ TRADE-IN ☐ DISPOSAL MAKE XEROX MODEL 5955, 7845

PAYMENT INFORMATION

MONTHLY PAYMENT OF: $4,289.00 PER MONTH PLUS TAX

TOTAL # OF PAYMENTS: 36

PURCHASE OPTION: FMV

The terms and conditions on the reverse side are part of this agreement. The customer acknowledges that the customer has read this agreement, understands it, and agrees to be bound by it's terms and conditions. Further, the customer agrees that this agreement is the complete and exclusive statement of the agreement between the parties, superseding all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this agreement.

Purchase Authorization	Inland Business Systems Companies
Authorized Signature ***Date***	***Signature*** ***Date***
Print Name ***Title***	***Print Name*** ***Title***

SALES ORDER
THIS ORDER IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS

1. Definitions. The first page of this Sales Order is called the Cover Page. The Cover Page and this Terms and Conditions page, along with a listing of additional goods on Schedule A (if attached), represent the agreement (the "Agreement") between Company (Inland Business Systems/Lucas Business Systems/Sierra Office Systems the "Company") and the Customer, with respect to the acquisition of those goods identified on the Cover Page and/or Schedule A. "Goods" shall mean the equipment ("Equipment"), Software Licenses, and Professional Services identified in this Agreement.

2. Scope. This Agreement may be executed for:

a) A SALE of the Goods. If a SALE, subject to any special terms indicated on the Cover Page or Schedule A, the Company hereby offers to sell and Customer hereby accepts to purchase those Goods in the quantity and for the price indicated on the Cover Page (and/or Schedule A). Payment terms are Cash on Delivery ("COD"). Alternatively, if Customer has a verifiable credit account in good standing with Company, Customer may elect to be invoiced for the Goods. In any circumstance, Customer will pay invoices within 10 days after the invoice date. A late charge will be assessed against Customer on invoice balances 10 days or more overdue at the rate of 1.5 percent per month, but not in excess of the lawful maximum. The Customer is responsible for paying for all collection fees, attorneys' fees and court costs incurred by the Company in enforcing the terms of this Section 2(a).

b) A LEASE of the Goods. If a LEASE, Customer will execute a separate leasing agreement which will fund the purchase of those Goods in the quantity indicated on the Cover Page for the benefit of Customer. Upon execution of leasing documents, the Customer shall be responsible to leasing company to satisfy the terms and conditions of the leasing documents. If, however, a LEASE cannot be so executed within 15 days of Customer's execution of this Agreement, Customer must immediately pay cash for the Priducts or return the Goods to Company in Like New condition.

c) A RENTAL of the Goods. If a RENTAL, Customer will execute a separate rental agreement with the Company. Customer shall be responsible for satisfying the terms and conditions of the rental agreement.

3. Acceptance and Non-Cancellation. This Purchase Order and Agreement shall become binding upon the Customer's execution of this Agreement and may not be cancelled or altered thereafter without the Company's written consent.

4. Delivery and Installation. Unless specified otherwise on the Cover Page, the Company shall deliver and install the Goods at the location specified by Customer on the Cover Page unless: (1) Customer has not made available at that address a suitable place of installation as specified by the Company; (2) Customer has not made available suitable electrical service in accordance with the Underwriter's Lab ("UL") requirements; (3) the Goods are to be delivered to a location outside of the Company's service area. All risk of loss will transfer to the Customer upon delivery. Delivery & pickup charges may apply.

5. Payment and Late Fees. Payment must be received by Company within 30 days of the invoice date. Restrictive covenants on payment instruments will not reduce Customer's obligation. A late charge of 1.5% may be assessed on invoice balances 10 days or more overdue. Customer is responsible for all collection fees, attorneys' fees and court costs incurred by the Company in enforcing the terms of this Section 5.

6. Taxes. Customer is responsible for all applicable taxes, fees or charges of any kind (including interest and penalties) assessed by any governmental entity on this Agreement or the amounts payable hereunder ("Taxes"), which will be included in the invoice unless Customer timely provides proof of tax exempt status. Taxes do not include taxes on Company income.

7. Force Majeure. The Company shall not be determined to be in default of any provision herein or be liable for any delay, failure in performance or interruption of services resulting from acts of God, civil or military catastrophe, strikes, embargoes, transportation delays, inability to obtain materials from suppliers, goods deficiencies, or any other situation beyond the reasonable control of the Company.

8. Default. If Customer breaches any obligation under this Agreement, Customer will pay all reasonable costs, including attorneys' fees, incurred by the Company to enforce this Agreement. In addition to any remedies under the law, if Customer breaches this Agreement and fails to cure said breach within 20 days after receipt of notice from the Company, Company may terminate this Agreement.

9. Indemnification. (a) Customer is responsible for any losses, damages, penalties, claims, suits, and actions (collectively "Claims") whether based on a theory of contract, tort, strict liability, or otherwise caused by or related to or in any manner arising out of the use, ownership, possession, or funding or financing, of the Goods (including but not limited to the negligence of Customer, Customer's employees or agents, or any third party), and, (b) Customer is responsible for any and all costs and attorneys' fees incurred by the Company relating to any such claim. Customer will reimburse and, if requested, defend the Company at Customer's own cost and expense, against any Claims. Customer's obligations under this Section 9 shall survive termination of this Agreement.

10. Additional Services & Support. Additional connectivity support, not included in this statement of work, or after initial installation may be billable at a rate of 150.00 an hour . Assistance with 5 workstations is included. Internal IT or contracted IT support must be available at time of installation. Administrative rights are neccessary for most implementations. Signature below releases the Inland Business Systems Companies from any responsibility due to coincidental failure of computer related hardware or software during implementation.

11. WARRANTIES AND LIMITATION OF LIABILITY ON WORK PERFORMED. THERE ARE NO WARRANTIES, WHETHER EXPRESSED, IMPLIED, OR STATUTORY, ON ANY GOODS PROVIDED BY COMPANY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. NO OBLIGATION OR LIABILITY SHALL GROW OUT OF THE COMPANY RENDERING TECHNICAL OR OTHER ADVICE IN CONJUNCTION WITH GOODS PROVIDED UNDER THIS AGREEMENT.

12. Limitation of Liability. The Company's total liability to Customer for any claim, whether based in contract, tort, common law, or statute, arising out of, connected with, or resulting from the furnishing or failure to furnish any Goods under this Agreement (and the associated delivery and installation of said goods) shall not exceed the cost paid by the Customer for the Goods which give rise to the claim. In no event shall the Company be liable for any incidental, consequential, or special damages incurred by Customer or any third party, including without limitation any loss of use, loss of anticipated profits, costs or downtime, or for substitute equipment, and any claims of Customer's clientele for service interruptions or failure to supply.

13. Limited License to Use Software. The Company grants Customer a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation provided with the Equipment ("Base Software") only with the Equipment with which it was delivered; and (b) software and accompanying documentation separately identified on the Cover Page ("Application Software"), provided Customer is current in the payment, including any applicable software license fees (if any). Application Software may be subject to, or accompanied by click wrap/shrink wrap licenses or a separate contract or End User License Agreement. Diagnostic Software is embedded in the Equipment and is a valuable trade secret used to evaluate or maintain the Equipment ("Diagnostic Software"). Customer is granted no right to use the Diagnostic Software. Other than as provided for herein, Customer has no other rights to the Base, Application, or Diagnostic Software (collectively, "Software") and may not (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Software; (2) activate Software delivered with the Equipment in an inactivated state; or (3) allow others to engage in same. Title to, and all intellectual property rights in, Software will reside solely with Company and/or its licensors (who will be considered third-party beneficiaries of this subsection). The Base Software license will terminate: (i) if Customer no longer uses or possesses the Equipment; or (ii) upon the expiration of any installment payments under which Customer has rented or leased the Equipment (unless Customer has exercised an option to purchase the Equipment). Neither Company nor its licensors warrant that Software will be free from errors or that its operation will be uninterrupted.

14. System Data Backups, Virus Protection and Security provisioning are customer responsibility. All network hardware, performance of network and hardware, bandwidth allocations and operability sufficient to support added software applications are customer responsibility. No bandwidth, assessment or suitability tests have been provided and are the responsibility of the Customer.

15. Governing Law. This Agreement shall be governed by the laws of the state of California without regard to the conflict of laws or principles of such states.

16. Errors. The Company reserves the right at its sole discretion to correct clerical and typographical errors in this Agreement.

17. Severability. The invalidity in whole or in part of any provision of this Agreement shall not affect the validity of any other provision.

18. Modifications. No modification, amendment, or other change shall be binding on the parties unless agreed to in writing by each party's authorized representative.

19. Waiver. The waiver of any breach of any of the terms and conditions set forth herein shall not be construed as a waiver of any other breach. The failure of either party to exercise any right arising from any default of the other party hereunder shall not be deemed to be a waiver of such right.

20. Relationship. The relationship of the parties established under this Agreement is that of independent contractor and neither party is a partner, employee, agent or joint venturer of or with the other.

21. Assignment. Any assignment of this Agreement by Customer without the prior written consent of the Company shall be void and unenforceable.

THE CUSTOMER ACKNOWLEDGES THAT S/HE HAS READ THIS AGREEMENT, UNDERSTANDS IT, HAS THE AUTHORITY TO ENTER INTO THIS AGREEMENT AND BIND THE CUSTOMER TO SAME, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. this Agreement supersedes any prior proposals, quotations, or communications, written or oral, regarding the purchase of the Goods from the Company. The Customer further understands the Company is not a party to any leasing documents executed between Customer and the leasing company, and this Agreement is not intended to supersede any leasing documents, or other contracts or agreements which Customer may execute with the Company or any third party regarding the goods.

Initial _____ Date _____

INLAND BUSINESS SYSTEMS
LUCAS BUSINESS SYSTEMS
SIERRA OFFICE SOLUTIONS
A Xerox Company

1326 North Market Blvd
Sacramento, CA 95834
916-928-0770

627 Bitritto Ct
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4710 Longley Lane
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775-828-2679

2592 Notre Dame Blvd
Chico, CA 95928
530-891-1966

2620 Larkspur Lane Suite C
Redding, CA 96002
530-223-6519

1301 Redwood Way
Petaluma, CA 95354
707-448-7742

[X] **Service Maintenance Agreement**

[ ] **Managed Print Services Agreement**

Bill To Customer #:	0	**Ship To Customer #**	**0**
Company	**Jefferson School District**	**Company**	**Jefferson School District**
Department	0	**Department**	0
Address	1219 Whispering Wind Drive	**Address**	1219 Whispering Wind Drive
City / State / Zip	Tracy, Ca	**City / State / Zip**	Tracy, Ca
Billing Contact	Dena Whittington	**Key Operator**	Dena Whittington
Phone #	209-836-2766	**Phone #**	209-836-2766
E-mail Address	dwhittington@jsdtracy.com	**E-mail Address**	dwhittington@jsdtracy.com
Effective Dates:	**From:**	**Term:**	

Special Instructions:

ALL INCLUSIVE SERVICE AGREEMENT TO INCLUDE TONER REPLACEMENTS, PARTS REPLACEMENTS, & SERVICE CALLS. LOCKED IN State Local Gov't Rates for the Term of Contract

Product Make & Model	Networked /Local	Start Meter	Location	Serial #	ID #
PLEASE SEE ATTACHED					
ADDENDUM FOR EQ LIST &					
LOCATIONS					

COVERAGE TYPE	Description of Coverage							
Full - B/W MFP	Additional pages shall be billed at the Overage Rate							
	Base Billing	INCL	Freq	MON	Included	200,000	Overage Rate: $0.00460	Freq QTR
Printers	Base Billing		Freq		Included		Overage Rate:	Freq
Full - Color MFP	Additional pages shall be billed at the Overage Rate							
	Base Billing	INCL	Freq	MON	Included	7,200	Overage Rate: $0.00610	Freq
Printers	Base Billing	INCL	Freq	MON	Included	0	Overage Rate: $0.04500	Freq

Special Billing Instructions

[ ] Included in Lease

Special Instructions:

Meter Submission: 360 App Installed 360 App Contact Name:

Title/Function: Telephone 360 App E-Mail:

Fax Number:

METER COLLECTION METHOD: IBS will charge a fee of $25 per overage billing cycle should the customer decline 360 App Install.

The terms and conditions on the reverse side are part of this agreement. The customer acknowledges that the customer has read this agreement, understands it, and agrees to be bound by it's terms and conditions. Further, the customer agrees that this agreement is the complete and exclusive statement of the agreement between the parties, superseding all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this agreement.

Customer Acceptance	Inland/Lucas/Sierra
Authorized Signature ***Date***	***Signature*** ***Date***
Print Name ***Title***	***Print Name*** ***Title***

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 required 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, or theft; (b) maintenance requested outside Company's normal business hours or this Agreement, (c) relocation, (d) software or connected hardware, (e) pc or other network support or repair, (f)hard drive replacement, (g) parts for stand-alone scanners. 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. Compatible toner cartridges will be provided except where OEM is specifically noted - pricing may be higher. 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. Additional fees may be charged for Services provided outside Company's normal business hours or for computer/network issues and 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 and provide Company right of first refusal to provide Services for added equipment. 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 to secure any sensitive data and permanently delete such data from the internal media storage prior to removal of Equipment or termination of this Agreement.

2. TERM AND PAYMENT. Except as otherwise provided for herein, this Agreement in non-cancelable and will commence on the start date indicated on the face of this Agreement and remain in effect throughout the Term; and, unless notified in writing sixty (60) days prior to its expiration, this Agreement shall automatically renew for additional one (1) year periods. In the event the fees herein are included in Your lease payment, the Term shall run concurrently with the lease agreement and be subject to the renewal provisions provided for therein. The meter count at installation or, in the case of owned printers, at assessment, will be used for meter/overages calculations. You agree to pay Company all amounts due in accordance with the payment terms set forth on the face of this Agreement or in accordance with the applicable lease agreement, and all other sums when due and payable. Any Minimum Monthly Payment entitles You to Services for a specific number and type (ie. 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 Services and supplies, without recourse, for any non-payment. Unless otherwise stated on the face of this Agreement, Company may increase the rates hereunder on an annual basis. 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%. 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.

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. SOFTWARE LICENSE. Company grants (and is hereby authorized by its licensor's to grant) you a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation ("Base Software") only with the Equipment with which it was delivered; and (b) Software that is set forth as a separate line item in this Agreement ("Application Software") (including its accompanying documentation), as applicable, for as long as you are current in the payment of all applicable software license fees. "Base Software" and "Application Software" are referred to collectively as "Licensed Software". You have no other rights and may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Licensed Software; (2) activate Licensed Software delivered with the Equipment in an inactivated state; or (3) allow others to engage in same. Title to, and all intellectual property rights in, Licensed Software will reside solely with Company and/or its licensors (who will be considered third-party beneficiaries of this Section). Licensed Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (x) Company is denied access to periodically reset such code; (y) you are notified of a default under this Agreement; or (z) your license is terminated or expires. The Base Software license will terminate: (i) if you no longer use or possess the Equipment; or (ii) upon the expiration or termination of this Agreement, unless you have exercised your option to purchase the Equipment. Neither Company nor its licensors warrant that Licensed Software will be free from errors or that its operation will be uninterrupted. The foregoing terms do not apply to Diagnostic Software or to Licensed Software/documentation accompanied by a clickwrap or shrinkwrap license agreement or otherwise made subject to a separate license agreement.

5. DIAGNOSTIC SOFTWARE. Software used to evaluate or maintain the Equipment ("Diagnostic Software") is included with the Equipment. Diagnostic Software is a valuable trade secret of Company, or its Licensors. Title to Diagnostic Software will remain with Company or its licensors. Company does not grant Customer any right to use Diagnostic Software, and Customer will not access, use, reproduce, distribute or disclose Diagnostic Software for any purpose (or allow third parties to do so). Customer will allow Company reasonable access to the Equipment to remove or disable Diagnostic Software if Customer is no longer receiving Service from Company, provided that any on-site access to Customer's facility will be during Customer's standard business hours.

6. SOFTWARE SUPPORT. Except for Products and/or Third Party Products identified as "No Svc.", Company (or a designated servicer) will provide the software support set forth below or in accordance with an attached statement of work ("Software Support"). For Base Software for Equipment, Software Support will be provided during the initial Term and any renewal period but in no event longer than 5 years after Company stops taking customer orders for the subject model of Equipment. For Application Software, Software Support will be provided as long as you are current in the payment of all applicable software license and support fees. Company will maintain a web-based or toll-free hotline during Company's standard working hours to report Licensed Software problems and answer Licensed Software-related questions. Company, either directly or with its vendors, will make reasonable efforts to: (a) assure that Licensed Software performs in material conformity with its user documentation; (b) provide available workarounds or patches to resolve Licensed Software performance problems; and (c) resolve coding errors for (i) the current Release and (ii) the previous Release for a period of 6 months after the current Release is made available to you. Company will not be required to provide Software Support if you have modified the Licensed Software. New releases of Licensed Software that primarily incorporate compliance updates and coding error fixes are designated as "Maintenance Releases" or "Updates". Maintenance Releases or Updates that Company may make available will be provided at no charge and must be implemented within six months. New releases of Licensed Software that include new content or functionality ("Feature Releases") will be subject to additional license fees at then-current pricing. Maintenance Releases, Updates and Feature Releases are collectively referred to as "Releases". Each Release will be considered Licensed Software governed by the Software License and Licensed Software Support provisions of this Agreement (unless otherwise noted). Implementation of a Release may require you to procure, at your expense, additional hardware and/or software from Company or another entity. Upon installation of a Release, you will return or destroy all prior Releases. For Third Party Software identified as "'No Svc.", you shall enter into a support agreement with a Third Party Software vendor or its support services provider, who shall be solely responsible for the quality, timeliness and other terms and conditions of such support services.

7. 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.

8. 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

9. 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

10. 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.

11. NOTICES: All notices required or permitted under this Agreement shall be by overnight courier or 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, or one day if sent via overnight courier.

12. 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.

13. FAX/ELECTRONIC 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.

14. MISCELLANEOUS. (a) Choice of Law. This Agreement shall be governed by the laws of the state of California (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 with regards to the Services herein and supersedes all prior agreements, proposals or negotiations, whether oral or written regarding the Services set forth herein; (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 provide Services 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.

15. Managed Print Services. Customer Owned Multi-Function, Printer and Fax Devices. Non-Reparability – Company will make every reasonable attempt to repair defective device or failed parts and components, however there may be circumstances where the Printer cannot be repaired including but not limited to, age, print volume, environment, discontinued or unavailable replacement parts and excessive cost of repair. Upon notice of inability to repair, You may elect to replace at Your cost. Printers and Facsimile devices categorized as "personal" desktop devices are deemed minimally repairable by design and although basic service and cleaning are included, repairs are generally not available and such devices will require replacement at Your expense. Addition of Equipment – Customer is required to notify Us upon installation of any additional Equipment at Customer's site capable of using Our supplied toner cartridges. Upon installation such Equipment shall automatically be covered and included in this Agreement.

Initial _____ Date _____

INLAND BUSINESS SYSTEMS
LUCAS BUSINESS SYSTEMS
SIERRA OFFICE SOLUTIONS
A Xerox Company

Service Addendum

Product Make & Model	Networked /Local	Start Meter	Location	Serial #	ID #	Base Billing	Freq	Included	Overage	Freq
XEROX ALTALINK B8155H2	Networked		DISTRICT OFFICE				MON			MON
XEROX ALTALINK B8155H2	Networked		DISTRICT OFFICE				MON			MON
XEROX ALTALINK C8145H2	Networked		DISTRICT OFFICE				MON			MON
XEROX ALTALINK B8155H2	Networked		Jefferson Elem School				MON			MON
XEROX ALTALINK B8155H2	Networked		Jefferson Elem School				MON			MON
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XEROX ALTALINK B8155H2	Networked		Monticello Elem				MON			MON
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XEROX ALTALINK B8170H2	Networked		Tom Hawkins Elem				MON			MON
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Initial _____ Date _____

Lease Agreement Number: 1751000

State & Local Government Lease Agreement

This State & Local Government Lease Agreement (the "Lease") contains the terms of your agreement with us. Please read it carefully and ask us any questions you may have. The words **you, your** and **lessee** mean you, our customer. The words **we, us, our** and the **lessor**, mean CIT Bank, N.A.

Product/Equipment Description

Quantity	Description	Product/Equipment Address
	SEE SCHEDULE A	

For additional equipment and accessories, attach addendum.

SUPPLIER: INLAND BUSINESS SYSTEMS 1326 N MARKET BLVD SACRAMENTO, CA 95834

Purchase Option

If no box is checked or if both boxes are checked, the Fair Market Value purchase option will apply:

☒ Fair Market Value
☐ $1.00 Purchase Option ☐ Other ___

Term and Lease

Lease Payment $4289.00 (plus taxes, if applicable)
Term (Months) ___
Payment Frequency Monthly

Variable Payment Schedule if applicable:
(Attach "Payment Schedule Addendum" if necessary)

___ payments @ ___; followed by ___ payments @ ___ followed by ___ payments @ ___; followed by ___ payments @ ___

Payments are due in Advance

Documentation Fee: $ (due with first invoice)

Additional Provisions:

PLEASE NOTE: **Certain state and local government lessees must sign an additional addendum document.**

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT: To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What that means for you: When you open an account, we will ask for (i) if you are a legal entity, your name, address, and other information that will allow us to identify you; (ii) if you are an individual, your name, address and date of birth. We may also ask to see your driver's license or other identifying documents.

Lessee

JEFFERSON SCHOOL DISTRICT
Lessee Legal Name

Lessee "Doing Business As" Name

1219 WHISPERING WIND DRIVE
Billing Street Address

TRACY, CA 95377
Billing City, State, Zip

(209) 836-2766
Billing Contact Name & Phone No.

Lessee Phone Number (if different from above)

TERMS AND CONDITIONS
BY SIGNING THIS LEASE:

BY SIGNING THIS LEASE: (i) YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS ON THE FRONT AND BACK OF THIS LEASE; (ii) YOU AGREE THAT IF A COPY OF THIS LEASE IS SIGNED BY YOU AND THE FRONT OF THE COPY IS DELIVERED TO US BY FACSIMILE TRANSMISSION OR OTHERWISE, TO THE EXTENT ANY PROVISIONS ARE MISSING OR ILLEGIBLE OR CHANGED (AND NOT INITIALED BY BOTH YOU AND US), THE TERMS AND CONDITIONS OF THIS LEASE IN USE ON THE DATE WE RECEIVE THE COPY SIGNED BY YOU WILL BE THE TERMS AND CONDITIONS OF THE LEASE, (iii) YOU AGREE THAT THIS LEASE IS A NET LEASE THAT YOU CANNOT TERMINATE OR CANCEL EXCEPT AS SPECIFICALLY PROVIDED HEREIN, YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS DUE UNDER THIS LEASE, AND YOU CANNOT WITHHOLD, SET OFF OR REDUCE SUCH PAYMENTS FOR ANY REASON; (iv) YOU AGREE THAT YOU WILL USE THE EQUIPMENT ONLY FOR BUSINESS PURPOSES; (v) YOU WARRANT THAT THE PERSON SIGNING THIS LEASE FOR YOU HAS THE AUTHORITY TO DO SO; AND (vi) YOU CONFIRM THAT YOU DECIDED TO ENTER INTO THIS LEASE RATHER THAN PURCHASE THE EQUIPMENT FOR THE TOTAL CASH PRICE. **BOTH PARTIES EXPRESSLY WAIVE TRIAL BY JURY AS TO ALL ISSUES ARISING OUT OF OR RELATED TO THIS LEASE. SHOULD THE ABOVE JURY TRIAL WAIVER BE FOUND UNENFORCEABLE, THEN, UPON THE WRITTEN REQUEST OF ANY PARTY, ANY DISPUTE, INCLUDING ANY AND ALL QUESTIONS OF LAW OR FACT RELATING THERETO, SHALL BE DETERMINED EXCLUSIVELY BY A JUDICIAL REFERENCE PROCEEDING IN ACCORDANCE WITH CAL. CIV. PROC. CODE § 638 et seq. OR THE APPLICABLE STATE'S EQUIVALENT STATE LAW. THE PARTIES SHALL SELECT A RETIRED STATE OR FEDERAL JUDGE AS THE REFEREE. THE REFEREE SHALL REPORT A STATEMENT OF DECISION TO THE COURT.**

LESSOR: CIT Bank, N.A.
10201 Centurion Parkway N. #100
Jacksonville, FL 32256

Authorized Signature Date Signed

Printed Name

Print Title

LESSEE SIGNATURE

JEFFERSON SCHOOL DISTRICT
Lessee Legal Name

X X
Authorized Signature Date Signed

X
Print Signer's Name

Print Signer's Title

Federal Tax ID Number

1. LEASE; DELIVERY AND ACCEPTANCE. You agree to lease the products/equipment described on the front of this lease agreement (collectively "Equipment") on the terms and conditions shown on the front and back of this lease ("Lease"). If you have entered into any purchase contract ("Purchase Contract") with any supplier, you assign to us your rights under such Purchase Contract, but none of your obligations (other than the obligation to pay for the Equipment if is accepted by you as stated below and you timely deliver to us such documents and assurances as we request). If you have not entered into a Purchase Contract, you authorize us to enter into a Purchase Contract on your behalf. You will arrange for the delivery of the Equipment to you. When you receive the Equipment, you agree to inspect it to determine if it is in good working order. This term of this Lease will begin on the date when you sign a Delivery and Acceptance Certificate at which time the Equipment will be deemed irrevocably accepted by you and will continue for the number of months specified in this Lease, unless earlier terminated in accordance with Section 16 of this Lease. The first Lease Payment is due on or before the date the Equipment is delivered to you. The remaining Lease Payments will be due on the day of each subsequent month (or such other time period stated on the front of this Lease) designated by us. If any Lease Payment or other amount payable to us is not paid within 10 days of its due date, you will pay us a late charge equal to the greater of (i) 5% of each late payment or (ii) $5.00 for each late payment (or such lesser amount as is the maximum amount allowable under applicable law).

2. NO WARRANTIES. We are leasing the Equipment to you **"AS-IS". YOU ACKNOWLEDGE** THAT WE DO NOT MANUFACTURE THE EQUIPMENT, WE DO NOT REPRESENT THE MANUFACTURER OR THE SUPPLIER, AND YOU HAVE SELECTED THE EQUIPMENT AND SUPPLIER BASED UPON YOUR OWN JUDGMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. YOU AGREE THAT REGARDLESS OF CAUSE, WE ARE NOT RESPONSIBLE FOR AND YOU WILL NOT MAKE ANY CLAIM AGAINST US FOR ANY DAMAGES, WHETHER CONSEQUENTIAL, DIRECT, SPECIAL, OR INDIRECT. YOU AGREE THAT NEITHER SUPPLIER NOR ANY SALESPERSON, EMPLOYEE OR AGENT OF SUPPLIER IS OUR AGENT OR HAS ANY AUTHORITY TO SPEAK FOR US OR TO BIND US IN ANY WAY. We transfer to you for the term of this Lease any warranties made by the manufacturer or Supplier under a Supply Contract.

3. EQUIPMENT LOCATION; USE AND REPAIR; RETURN. You will keep and use the Equipment only at the Equipment Location shown on the front of this Lease. You may not move the Equipment without our prior written consent. At your own cost and expense, you will keep the Equipment eligible for any manufacturer's certification, in compliance with all applicable laws and in good condition and working order, except for ordinary wear and tear. You will not make any alterations, additions or replacements to the Equipment without our prior written consent. All alterations, additions and replacements will become part of the Equipment and our property at no cost or expense to us. We may inspect the Equipment at any reasonable time. Unless you purchase the Equipment in accordance with this Lease, upon termination of this Lease you will immediately deliver the Equipment to us in as good condition as when you received it, except for ordinary wear and tear, to any place in the United States that we tell you. You will pay for all outstanding lease payments, late charges, insurance charges, and our estimated property taxes on the Equipment based upon the prior year's actual property tax, and expenses of deinstalling, crating, shipping, and insuring the Equipment for its full replacement value during shipping. Unless we request return to us, you must retain physical possession of the Equipment through the end of the initial or any renewal lease term.

4. TAXES AND FEES. You are responsible for all sales and use (unless you provide us with an acceptable Sale/Use Tax exemption form), personal property or other taxes relating to the use or ownership of the Equipment, now or hereafter imposed, or assessed by any state, federal or local government or agency. You agree to pay when due, or reimburse us for all taxes, fines or penalties imposed upon the Equipment and, if we elect, you agree to pay us estimated property taxes either with each lease payment or at the end of the lease term as more fully set forth herein. We will file all sales, use and personal property tax returns (unless we notify you otherwise in writing). We do not have to contest any taxes, fines or penalties; however, you may do so provided (a) you do so in your own name and at your expense, (b) the contest will not result in any sort of lien being placed on the Equipment or otherwise jeopardize our rights in any of the Equipment, (c) you pay us for any taxes we remitted to the taxing authorities even though you may be contesting the taxes and indemnify and hold us harmless for any expenses, including legal expenses, we incur as a result of such contest. If we file such personal property tax reports, you will pay property taxes as invoiced by us.

5. LOSS OR DAMAGE. As between you and us, you are responsible for any loss, theft or destruction of, or damage to the Equipment (collectively "Loss") from any cause at all, whether or not insured, until it is delivered to us at the end of this Lease. You are required to make all Lease Payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, at our option, you will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay us the amounts specified in Section 9(b) below.

6. INSURANCE. You will provide and maintain at your expense (a) property insurance against the loss, theft or destruction of, or damage to, the Equipment for its full replacement value, naming us as loss payee, and (b) public liability and third party property insurance, naming us as an additional insured. If you so request and if we give our prior written consent, in lieu of maintaining the insurance described in the preceding sentence, you may self insure against such risks, provided that our interests are protected to the same extent as if the insurance required in clauses (a) and (b) above had been obtained by third party insurance carriers and provided further that such self insurance program is consistent with prudent business practices with respect to insuring such risk. You will give us certificates or other evidence of such insurance on the commencement date of this Lease and at such times as we request. All insurance obtained from a third party insurer will be in a form, amount and with companies acceptable to us, and will provide that we be given 30 days advance notice of any cancellation or material change of such insurance.

7. PURCHASE OPTION; RENEWAL: If (a) you have not terminated this Lease in accordance with Section 15 and (b) no Default has occurred and is continuing under this Lease, you will have the option at the end of the initial or any renewal term to purchase all (but not less than all) of the Equipment at the Purchase Option price shown, plus any applicable taxes. Unless the Purchase Option price is $1.00, you must give us at least 30 days written notice before the end of the initial term, that you will purchase the Equipment or that you will return all the Equipment to us. If you do not give us such written notice or if, having given such notice, you do not purchase or deliver the Equipment in accordance with the terms and conditions of this Lease, this Lease will automatically renew for successive one month terms until you either purchase or deliver the Equipment to us. Each month during a renewal term the Lease Payment will remain the same. We may cancel an automatic renewal term by sending you written notice 10 days prior to such renewal term. If the Fair Market Value Purchase Option has been selected, we will use our reasonable judgment to determine the Equipment's fair market value as configured, in place and installed. You agree that the Fair Market Value is the amount that may reasonably be expected for the installed Equipment in an exchange between a willing buyer and a willing seller, including costs to make the Equipment fully operational. If you do not agree with our determination of the Equipment's in use and in place fair market value, the fair market value (in use and in place) will be determined at your expense by an independent appraiser mutually acceptable to you and us. Upon payment of the Purchase Option price, we shall transfer our interest in the Equipment to you "AS-IS, WHERE IS" without any representation or warranty whatsoever and this Lease will terminate. To secure payment of all amounts due to us, to the extent permitted by law, you grant us a security interest in the Equipment (including any replacements, substitutions, additions, attachments and proceeds). You will keep the Equipment free of all liens and encumbrances. You authorize us to file financing statement(s) to protect our interest in the Equipment.

8. DEFAULT. Each of the following is a "Default" under this Lease: (a) you fail to pay any Lease Payment or any other payment within 10 days of its due date; (b) you do not perform any of your other obligations, including but not limited to, providing and maintaining property insurance required under Section 6 of this Lease on the Equipment, under this Lease or in any other agreement with us or with any of our affiliates and this failure continues for 10 days after we have notified you of it; (c) you become insolvent, you dissolve, you assign your assets for the benefit of your creditors, you sell, transfer or otherwise dispose of all or substantially all of your assets, or you enter (voluntarily or involuntarily) any bankruptcy or reorganization proceeding; or (d) any representation or warranty made by you under this Lease or in any instrument you have provided us proves to be incorrect in any material respect.

9. REMEDIES. If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate this Lease and any or all other agreements that we have entered into with you or withdraw any offer of credit; (b) subject to the provisions of Section 16, we may declare an amount equal to all amounts then due under this Lease, and the unpaid principle balance under this Lease as of the due date of the last Lease Payment paid when due and payable, whereupon the same shall be immediately due and payable; (c) we may require you to deliver the Equipment to us as set forth in Section 3; (d) we or our agent may peacefully repossess the Equipment without court order and you will not make any claims against us for damages or trespass or any other reason; and (e) we may exercise any other right or remedy available at law or in equity. In the event of a dispute arising out of this Lease, the prevailing party shall be entitled to its reasonable collection costs and attorney fees and costs incurred in enforcing or defending this Lease (including a**ttorneys' fees and costs incurred post**-judgment).If we take possession of the Equipment, we may sell or otherwise dispose of it with or without notice, at a public or private sale, and apply the net proceeds (after we have deducted all costs related to the sale or disposition of the Equipment) to the amounts that you owe us. You agree that if notice of sale is required by law to be given, 10 days' notice shall constitute reasonable notice. You will remain responsible for any amounts that are due after we have applied such net proceeds.

10. FINANCE LEASE STATUS. You agree that if Article 2A-Leases of the Uniform Commercial Code applies to this Lease, this Lease will be considered a "finance lease" as that term is defined in Article 2A. By signing this Lease, you agree that either (a) you have reviewed, approved, and received a copy of the Supply Contract or (b) that we have informed you of the identity of the Supplier, that you may have rights under the Supply Contract, and that you may contact the supplier for a description of those rights. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A.

11. ASSIGNMENT. YOU MAY NOT ASSIGN, SELL, TRANSFER OR SUBLEASE THE EQUIPMENT OR YOUR INTEREST IN THIS LEASE. We may, without notification to you, sell, assign, or transfer this Lease and our rights in the Equipment. You agree that the new owner will have the same rights and benefits that we have now under this Lease but not our obligations. The rights of the new owner will not be subject to any claim, defense or set-off that you may have against us.

12. INDEMNIFICATION. To the extent not prohibited by applicable law, with respect to any claims, actions, or suits that are made against us as a result of your actions, inactions, negligence or willful misconduct (Claims), you agree to reimburse us for and if we request, to defend us against, any Claims.

13. MISCELLANEOUS. You agree that the terms and conditions contained in this Lease make up the entire agreement between you and us regarding the lease of the Equipment. This Lease is not binding on us until we sign it. Any change in any of the terms and conditions of this Lease must be in writing and signed by us. You agree, however, that we are authorized, without notice to you, to supply missing information or correct obvious errors in this Lease. If we delay or fail to enforce any of our rights under this Lease, we will still be entitled to enforce those rights at a later time. All notices shall be given in writing by the party sending the notice and shall be effective when deposited in the U.S. Mail, addressed to the party receiving the notice at its address shown on the front of this Lease (or to any other address specified by that party in writing) with postage prepaid. All of our rights and indemnities will survive the termination of this Lease. it is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess will be applied to Lease Payments in inverse order of maturity, and any remaining excess will be refunded to you. If you do not perform any of your obligations under this Lease, we have the right, but not the obligation, to take any action or pay any amounts that we believe are necessary to protect our interests. You agree to reimburse us immediately upon our demand for any such amounts that we pay. IF A SIGNED COPY OF THIS LEASE IS DELIVERED TO US BY FACSIMILE TRANSMISSION, IT WILL BE BINDING ON YOU. HOWEVER, WE WILL NOT BE BOUND BY THIS LEASE UNTIL WE ACCEPT IT BY MANUALLY SIGNING IT OR BY PURCHASING THE EQUIPMENT SUBJECT TO THE LEASE, WHICHEVER OCCURS FIRST. YOU WAIVE NOTICE OF OUR ACCEPTANCE AND WAIVE YOUR RIGHT TO RECEIVE A COPY OF THE ACCEPTED LEASE. YOU AGREE THAT, NOTWITHSTANDING ANY RULE OF EVIDENCE TO THE CONTRARY, IN ANY HEARING, TRIAL OR PROCEEDING OF ANY KIND WITH RESPECT TO THIS LEASE, WE MAY PRODUCE A COPY OF THE LEASE TRANSMITTED TO US BY FACSIMILE TRANSMISSION THAT HAS BEEN MANUALLY SIGNED BY US AND SUCH COPY SHALL BE DEEMED TO BE THE ORIGINAL OF THIS LEASE. TO THE EXTENT (IF ANY) THAT THIS LEASE CONSTITUTES CHATTEL PAPER UNDER THE UNIFORM COMMERCIAL CODE, NO SECURITY INTEREST IN THIS LEASE MAY BE CREATED THROUGH THE TRANSFER AND POSSESSION OF ANY COPY OR COUNTERPART HEREOF EXCEPT THE COPY WITH OUR ORIGINAL SIGNATURE. IF YOU DELIVER THIS LEASE TO US BY FACSIMILE TRANSMISSION, YOU ACKNOWLEDGE THAT WE ARE RELYING ON YOUR REPRESENTATION THAT THIS LEASE HAS NOT BEEN CHANGED. If more than one Lessee has signed this Lease, each of you agrees that your liability is joint and several.

14. FUNDING INTENT. You reasonably believe that funds can be obtained to make all Lease Payments during the Term and hereby covenant that your chief executive or administrative officer or the administrative office of yours charged with preparing the budget submitted to your governing body, as applicable, will provide that nothing in this Agreement shall be construed to create a deficiency debt or commitment of revenues other than the current revenues of yours, and provided further that if your governing body elects not to appropriate funds for such payments, it shall evidence such nonappropriation by omitting funds for such payments due during the applicable fiscal period from the budget it adopts. It is your intent to make Lease Payments for the full Term if funds are legally available therefore you represent, warrant and covenant to us that the use of the Equipment is essential to its proper, efficient and economic operation. You will provide us with an essential use covenant to us that, among other things, you shall use the Equipment only for its governmental purposes.

15. NONAPPROPRIATION OF FUNDS. In the event sufficient funds are not appropriated and budgeted by your governing body or are not otherwise available in any fiscal period for Lease Payments (or any other amount due hereunder), and provided that you have exhausted all funds legally available for payment of the Lease Payments, then you shall immediately notify us of such occurrence and provide us with evidence of such non-appropriation acceptable to us (e.g., written certification by your legal counsel) and this Agreement shall terminate on the last day of the fiscal period for which funds for Lease Payments are available without penalty or expense to you of any kind whatsoever, except as to the portions of Lease Payments and those expenses associated with your surrender of the Equipment pursuant to Section 3 for which funds shall have been appropriated and budgeted or are otherwise available. Upon such termination, title to the Equipment shall vest with us. This Section 15 will not be construed so as to permit you to terminate this Lease in order to acquire any other equipment or services or to allocate funds directly or indirectly to perform essentially the same application for which the Equipment is intended. Notwithstanding the foregoing, you agree that (a) you will terminate this Lease under the provisions of this section 15 if any funds are appropriated to you, or by you, for the acquisition, retention or operation of other equipment or services performing functions similar to the Equipment for the fiscal period in which such termination would occur; (b) you will not during the term of this Lease give priority in the application of funds to any other functionally similar equipment or services; and (c) to the extent permitted by law, you will not expend or commit any funds for the purchase, acquisition or use of other equipment or services performing functions similar to the Equipment until the fiscal period following the fiscal period for which funds were first not available for the Equipment.

16. AUTHORITY AND AUTHORIZATION. You represent, warrant and covenant to us that: (a) You are a State or political subdivision thereof, as those terms are used in §103 of the Code; (b) You have the power and authority to enter into this Lease; (c) this Lease has been duly authorized, executed and delivered by you and constitutes a valid, legal and binding agreement enforceable against you in accordance with its terms; (d) no further approval, consent or withholding of objections is required from any governmental authority with respect to this Lease; (e) the entering into and performance of this Lease will not violate any judgment, order, law or regulation applicable to you or result in the creation of any lien, charge, security interest or other encumbrance upon the Equipment or your assets; (f) there are no actions, suits or proceedings pending or threatened against or affecting you in any court or before any governmental commission, board or authority, that, if adversely determined, would have a material adverse effect on your ability to perform your obligations under this Lease; (g) the Equipment is tangible personal property and shall not become a fixture or real property under your use thereof; (h) you have complied with all bidding requirements and, where necessary, by due notification have presented the Lease and any ancillary documents for approval and adoption as a valid obligation on your part; (i) you will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect; and (j) it has sufficient appropriations or other funds available to pay all amounts due under the Lease for the then current fiscal period. You shall be deemed to have reaffirmed the representations and warranties set forth in this Section 16 each time you execute a Lease. Contemporaneously with your execution of this Lease, you will complete, execute and provide us with an incumbency certificate (in form satisfactory to us) and an opinion of counsel (in form satisfactory to us) as to the matters set forth in clauses (a) through (h) of this Section 16.

17. GOVERNMENT USE. You represent, warrant and covenant as follows: (a) you shall comply with the information reporting requirements of §149(e) of the internal revenue code of 1986, as amended (code), including but not limited to, the execution (and delivery to us) of information statements requested by us; (b) you shall not do, cause to be done or fail to do any act if such act or failure to act will cause this agreement, or any transaction hereunder, to be an arbitrage bond within the meaning of §148 of the code; (c) you shall not do, cause to be done or fail to do any act if such act or failure to act will cause this agreement, or any transaction hereunder, to be a private activity bond within the meaning of §141 of the code; (d) you shall not do, cause to be done or fail to do any act if such act or failure to act will cause the interest portion of the lease payments to be or become subject to federal income taxation under the code, except as such interest portion may be taken into account as an adjustment in determining the alternative minimum tax and environmental tax imposed on corporations; and (e) you shall be the only entity to own, use or operate the equipment during the term. You shall be deemed to have reaffirmed the representations, warranties and covenants set forth in this section 17 each time it executes any fundamental agreement (as defined in section 16). If you breach any representation, warranty or covenant contained in this lease and, as a result of such breach, the interest portion of any lease payment becomes includable in gross income of any owner thereof for federal income tax purposes, you shall pay us promptly after such determination of taxability and on each lease payment due date thereafter, an additional amount determined by us to compensate us for the loss of such excludability (including, but not limited to, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive absent manifest error.

18. CHOICE OF LAW. This Lease shall be governed by the internal laws (as opposed to conflicts of law provisions) of the state in which you are located. If any provision of this Lease or any Equipment or Payment Schedule shall be prohibited by or invalid under that law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Lease or any Equipment or Payment Schedule. This Lease inures to the benefit of and is binding upon the permitted successors or assigns of yours and ours.

Additional Equipment Addendum to Lease Agreement

This Additional Equipment Addendum is made a part of the Lease Agreement #1751000 or the Equipment Schedule to Master Lease Agreement #_____ (each, a "Lease") by and between JEFFERSON SCHOOL DISTRICT ("Lessee") and CIT Bank, N.A. ("Lessor") and adds the below Equipment thereto. Capitalized terms used but not defined herein will have the same meaning given them in the Lease.

Equipment Description

Quantity	Description	Equipment Address
2	XEROX B8155	1219 Whispering wind Dr. Tracy, Ca 95377
1	XEROX C8145	1219 Whispering wind Dr. Tracy, Ca 95377
3	XEROX B8155	7500 W. Linne Rd. Tracy, Ca 95304
3	XEROX B8155	1001 Cambridge Ln. Tracy, Ca 95377
3	XEROX B8155	475 Darlene Ln. Tracy, Ca 95377
1	XEROX B8170	475 Darlene Ln. Tracy, Ca 95377
2	XEROX B8170	4256 Windsong Dr. Tracy, Ca 95377
1	XEROX B8155	4256 Windsong Dr. Tracy, Ca 95377

This Addendum supplements and amends the Lease only to the extent and in the manner set forth, and in all other respects the Lease will remain in full force and effect.

Lessor: CIT Bank, N.A.
10201 Centurion Pkwy #100
Jacksonville, FL 32256

Authorized Signature Date Signed

Print Name

Print Title

Lessee Signature

Authorized Signature Date Signed

Print Signer's Name

Print Signer's Title

CERTIFICATE OF APPROPRIATIONS

(Installment Payment Agreement)

I, _____ do hereby certify that I am the duly elected or appointed and acting _____ of JEFFERSON SCHOOL DISTRICT ("Customer"); that I have custody of the financial records and budget information of such entity; that monies for all payments to be made under that certain Installment Payment Agreement, Number _____, between Customer and CIT Bank, N.A. ("Agreement"), for the fiscal year ending _____, 20_____, are available from unexhausted and unencumbered appropriations and/or funds within Customer's budget for such fiscal year; and that appropriations and/or funds have been designated for the payment of those installment payments that may come due under the Agreement in such fiscal year.

IN WITNESS WHEREOF, I have duly executed this Certificate of Appropriations this _____ day of _____, 20_____.

_____
Signature

_____
Print Name & Title

The undersigned official of Customer hereby certifies that the signature set forth above is the true and authentic signature of the individual identified above and that such individual holds the title set forth above.

_____
Signature

_____
Print Name & Title

CERTIFICATION OF ESSENTIAL USE

RE: Lease Agreement #1751000, dated _____, 20_____ (each individually, hereinafter the ("Agreement") by and between CIT Bank, N.A. ("CIT") and JEFFERSON SCHOOL DISTRICT ("Customer")

Ladies and Gentlemen:

This letter confirms and affirms that the Equipment described in the Agreement identified above is/are essential to the function of the undersigned or to the service we provide to our citizens.

Further, we have an immediate need for, and expect to make immediate use of, substantially all such Equipment, which need is not temporary or expected to diminish in the foreseeable future. Such Equipment will be used by us only for the purpose of performing one or more of our governmental or proprietary functions consistent with the permissible scope of our authority. Specifically, such Equipment was selected by us to be used as follows (please include any specific department that may be its primary user):

_____

_____

_____

_____.

Is the Equipment additional or new technology to the department, or does it constitute a continuation of your existing technology? _____

_____

Our source of funds for payments due under the Agreement for the current fiscal year is _____

_____

We expect and anticipate adequate funds to be available for all future payments due after the current fiscal year for the following reasons: _____

_____

_____

CUSTOMER: JEFFERSON SCHOOL DISTRICT

By: _____
(Authorized Signature)

_____
(Name and Title – printed or typed)

Date: _____

DELIVERY & ACCEPTANCE CERTIFICATE

By signing this Certificate, you, the Lessee identified below, agree:

A) That all products described in the State & Local Government Lease Agreement or the Schedule to Master State & Local Government Lease Agreement (each, individually, the "Agreement") identified below ("Equipment") have been delivered, inspected, installed and are unconditionally and irrevocably accepted by you as satisfactory for all purposes of the Agreement; and

B) That we, CIT Bank, N.A., are authorized to purchase the Equipment and start billing you under the Agreement.

Agreement No. 1751000 Lessee Name: JEFFERSON SCHOOL DISTRICT Authorized Signature X		
	Title	Date