



# El Camino Real Charter High School

## Board Meeting

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### Date and Time

Wednesday November 30, 2016 at 10:00 AM PST

### Location

El Camino Real Charter High School, Library, 5440 Valley Circle Blvd, Woodland Hills, CA 91367

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### SPECIAL BOARD MEETING

For board meeting materials, please see Donna Bennett in the school's main office, or contact her at (818) 595-7500 or [do.bennett@ecrchs.net](mailto:do.bennett@ecrchs.net). Some board meeting materials are also posted in the school's website (<http://ecrchs.net/ecr-board/>).

### INSTRUCTIONS FOR PRESENTATIONS TO THE BOARD BY PARENTS AND CITIZENS

El Camino Real Alliance ("ECRA") welcomes your participation at ECRA's Board meetings. The purpose of a public meeting of the Board of Directors ("Board") is to conduct the affairs of ECRA in public. Your participation assures us of continuing community interest in our charter school. To assist you in the ease of speaking/ participating in our meetings, the following guidelines are provided:

1. Agendas are available to all audience members at the door to the meeting.
2. "Request to Speak" forms are available to all audience members who wish to speak on any agenda items or under the general category of "Oral Communications." "Oral Communications" is set aside for members of the audience to raise issues that are not specifically on the agenda. However, due to public meeting laws, the Board can only listen to your issue, not respond or take action. These presentations are limited to three (3) minutes and total time allotted to non-agenda items will not exceed twenty-five (25) minutes. The Board may give direction to staff to respond to your concern or you may be offered the option of returning with a citizen-requested item.
3. You may also complete a "Request to Speak" form to address the Board on Agenda items. With regard to such agenda items, you may specify that agenda item on your "Request to Speak" form and you will be given an

opportunity to speak for up to three (3) minutes before the item, and total time allocated to agenda items will not exceed six (6) minutes for a discussion item and nine (9) minutes per vote item.

4. When addressing the Board, speakers are requested to state their name and adhere to the time limits set forth.

5. Any public records relating to an agenda item for an open session of the Board which are distributed to all, or a majority of all, of the Board members shall be available for public inspection at 5440 Valley Circle Blvd., Woodland Hills, California, 91367.

Consent Agenda: All matters listed under the consent agenda are considered by the Board to be routine and will be approved/enacted by the Board in one motion in the form listed below. Unless specifically requested by a Board member for further discussion or removed from the agenda, there will be no discussion of these items prior to the Board votes on them. The Executive Director recommends approval of all consent agenda items.

*In compliance with the Americans with Disabilities Act (ADA) and upon request, El Camino Real Alliance may furnish reasonable auxiliary aids and services to qualified individuals with disabilities. Requests for disability related modifications or accommodations shall be made 24 hours prior to the meeting to Donna Bennett, office assistant, in person or by calling (818) 595-7500.*

## Agenda

	Purpose	Presenter	Time
<b>I. Opening Items</b>			<b>10:00 AM</b>
Opening Items			
<b>A.</b> Record Attendance and Guests		Melanie Horton	2 m
<b>B.</b> Call the Meeting to Order		Jonathan Wasser	2 m
<b>C.</b> Pledge of Allegiance		Odus Caldwell	2 m
<b>D.</b> Public Comment on Non-Agenda Items		Public	10 m
<b>II. Consent</b>			<b>10:16 AM</b>
<b>A.</b> Review and Vote on the November 16th Regular Board Meeting Minutes	Approve Minutes	Jonathan Wasser	5 m
<b>III. Governance</b>			<b>10:21 AM</b>
<b>A.</b> Discuss Board Committee's Recommendation for Community Representative	Discuss	Jonathan Wasser	5 m

	Purpose	Presenter	Time	
The Community Representative Nomination Committee will announce its recommendation for the Community Representative.				
<b>B.</b>	Vote to Install New Community Representative	Vote	Jonathan Wasser	5 m
The Board will vote to install the new Community Representative. The term of this position expires June 30, 2019.				
<b>C.</b>	Announce Results of ECRA Board Elections	Discuss	Jonathan Wasser	5 m
The results of the following elections will be announced:				
<ul style="list-style-type: none"> <li>• 1 Parent Representative</li> <li>• 1 Teacher Representative</li> </ul>				
<b>D.</b>	Vote to Install New Parent Representative	Vote	Jonathan Wasser	5 m
The Board will vote to install the new Parent Representative. The term of this position expires June 30, 2017.				
<b>E.</b>	Vote to Install New Teacher Representative.	Vote	Jonathan Wasser	5 m
The Board will vote to install the new Teacher Representative. The term of this position expires June 30, 2017.				
<b>F.</b>	Vote to Install New Community Representative Appointed by LAUSD	Vote	Jonathan Wasser	5 m
The Board will vote to install the new Community Representative appointed by LAUSD. Per the MOU, the District invokes its right to appoint a single representative to the ECRA Board. Term expires June 30, 2019.				
<b>G.</b>	Discuss Timeline and Process for Upcoming ECRA Board Elections and Nominations	Discuss	Jonathan Wasser	10 m
The ECRA Board will fill the following vacancies over the next few months:				
<ul style="list-style-type: none"> <li>• December 2016: 1 Community Representative to replace Larry Rubin. Term expires June 30, 2018.</li> <li>• January 2017: 1 Classified Representative to replace Dennis Thompson. Term expires June 30, 2018.</li> <li>• TBD: 1 Community Representative. Per the MOU, in accordance with its Bylaws, ECRA will designate an additional community representative with the addition of the District's single representative on the ECRA Board. Term expires June 30, 2019.</li> </ul>				

	Purpose	Presenter	Time
<b>IV. Financial</b>			<b>11:01 AM</b>
Audit Committee			
<b>A.</b>	Discuss and Vote on the Transfer of Contacts for Pacific Western Bank Accounts	Vote	Melanie Horton
	Remove Yvonne Halski and Dave Fehte as check signers of PWB accounts; add Lisa Ring and David Hussey as authorized check signers of PWB accounts; and designate Melanie Horton as new online administrator of PWB accounts.		5 m
<b>V. School and Policies</b>			<b>11:06 AM</b>
<b>A.</b>	Review and Vote On Copier Agreement	Vote	Eric Wilson
	The leases on the department copy machines ended last June. The copier committee has met and reviewed several vendors. They have chosen to lease Sharp machines for the next 60 months, beginning January 2017. A total of four vendors were reviewed during the process.		5 m
<b>VI. Other Business</b>			<b>11:11 AM</b>
CEO Support And Eval			
<b>A.</b>	CBO and CCO Recruitment Update	Discuss	David Hussey
	Discuss the timeline and interview process for the Chief Business Officer (CBO) and Chief Compliance Officer (CCO) positions.		10 m
<b>VII. Closing Items</b>			<b>11:21 AM</b>
<b>A.</b>	Adjourn Meeting	Vote	Jonathan Wasser
			2 m

## Coversheet

### Review and Vote on the November 16th Regular Board Meeting Minutes

**Section:** II. Consent  
**Item:** A. Review and Vote on the November 16th Regular Board Meeting  
Minutes  
**Purpose:** Approve Minutes  
**Submitted by:**  
**Related Material:** Minutes for Board Meeting on November 16, 2016

APPROVED



# El Camino Real Charter High School

## Minutes

### Board Meeting

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#### Date and Time

Wednesday November 16, 2016 at 5:00 PM

#### Location

El Camino Real Charter High School, Anderson Hall, 5440 Valley Circle Blvd, Woodland Hills, CA 91367

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#### REGULAR BOARD MEETING

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**Directors Present**

Dennis Thompson, Jackie Keene, Jonathan Wasser, Larry Rubin, Odus Caldwell, Scott Silverstein

**Directors Absent**

Alex Placencio

**Directors who arrived after the meeting opened**

Scott Silverstein

**Directors who left before the meeting adjourned**

Jackie Keene

**Guests Present**

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Brad Wright, Brian Ventura, David Hussey, Dean Bennett, Fernando Delgado, Janelle Ruley, Julie Kornack, Marlene Widower, Marshall Mayotte, Melanie Horton, Peter Vastenhold, Sheila Williams, Steven Kofahl

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## I. Opening Items

### A. Record Attendance and Guests

### B. Call the Meeting to Order

Jonathan Wasser called a meeting of the board of directors of El Camino Real Charter High School to order on Wednesday Nov 16, 2016 at 5:08 PM.

### C. Pledge of Allegiance

### D. Public Comment on Non-Agenda Items

There were two speakers with comments on non-agenda items.

### E. UTLA Update

### F. Update and Discuss Recent School Events

## II. Consent

### A. Review and Vote on the November 10th Special Board Meeting Minutes

Larry Rubin made a motion to approve minutes from the Board Meeting on 11-10-16 Board Meeting on 11-10-16.

Odus Caldwell seconded the motion.

The board **VOTED** unanimously to approve the motion.

#### Roll Call

Odus Caldwell	Aye
Jonathan Wasser	Aye
Dennis Thompson	Aye
Scott Silverstein	Absent
Jackie Keene	Aye
Larry Rubin	Aye
Alex Placencio	Absent

## III. Governance

### A. Committee Updates

### B.



**Discuss and Vote the Removal of Alex Placencio as Community Board Representative**

Odus Caldwell made a motion to remove Alex Placencio as Community Board Representative.

Larry Rubin seconded the motion.

The board **VOTED** unanimously to approve the motion.

**Roll Call**

Jonathan Wasser	Aye
Alex Placencio	Absent
Larry Rubin	Aye
Dennis Thompson	Aye
Odus Caldwell	Aye
Jackie Keene	Aye
Scott Silverstein	Absent

**C. Discuss Upcoming Board Elections**

**D. Discuss Board Position Election Process**

**E. Board Candidate(s) Introductions and Presentations**

Five candidates introduced themselves and made comments. A sixth candidate introduced himself during the general public comment session at the beginning of the meeting.

Scott Silverstein arrived.

**F. Discuss and Vote Regular Board Meeting Calendar Time and Date Changes**

This agenda item was tabled until the next regular board meeting to allow for input from new board members.

**G. Board Member Recognition**

**IV. Financial**

**A. EdTec's September Financial Presentation**

**B. Review and Vote on the September Check Register**

Scott Silverstein made a motion to approve the September check register.

Larry Rubin seconded the motion.

The board **VOTED** unanimously to approve the motion.

**Roll Call**

Odus Caldwell	Aye
Scott Silverstein	Aye

**Roll Call**

Jackie Keene Aye  
Larry Rubin Aye  
Alex Placencio Absent  
Jonathan Wasser Aye  
Dennis Thompson Aye

**C. Discuss Increasing Retiree Benefit Contributions**

Jackie Keene left.

**D. Discuss and Vote Applying American Express Reward Points to Credit Card Balance**

Larry Rubin made a motion to apply American Express reward points to credit card balance.

Odus Caldwell seconded the motion.

The board **VOTED** to approve the motion.

**Roll Call**

Larry Rubin Aye  
Alex Placencio Absent  
Jackie Keene Absent  
Dennis Thompson Aye  
Odus Caldwell Aye  
Scott Silverstein No  
Jonathan Wasser Aye

**E. Business Updates**

**V. School and Policies**

**A. Update: Executive Director's Report**

**B. Discuss and Vote the Authorization to Use a Professional Recruitment Firm for CBO and CCO Positions**

Odus Caldwell made a motion to authorize the use of a professional recruitment firm for the CBO and CCO positions.

Larry Rubin seconded the motion.

The board **VOTED** unanimously to approve the motion.

**Roll Call**

Jackie Keene Absent  
Jonathan Wasser Aye  
Alex Placencio Absent  
Odus Caldwell Aye  
Scott Silverstein Aye

**Roll Call**

Dennis Thompson Aye  
Larry Rubin Aye

**VI. Other Business**

**A. Closed Session**

Larry Rubin made a motion to enter into closed session.  
Odus Caldwell seconded the motion.  
The board **VOTED** unanimously to approve the motion.

**Roll Call**

Larry Rubin Aye  
Alex Placencio Absent  
Odus Caldwell Aye  
Jonathan Wasser Aye  
Jackie Keene Absent  
Dennis Thompson Aye  
Scott Silverstein Aye

The board entered into closed session at 7:14pm.

**VII. Board Member Reports**

**A. Reconvene to Open Session**

The Board reconvened to open session at 8:31pm.  
Jonathan Wasser reported that the Board voted unanimously to exercise its right to early termination without cause under Section 12.b. of the Executive Director's employment agreement, in which case the Board is contractually required to make a specified severance payment. This decision will be effective on December 16, 2016.

**VIII. Closing Items**

**A. Adjourn Meeting**

Odus Caldwell made a motion to adjourn the meeting.  
Larry Rubin seconded the motion.  
The board **VOTED** unanimously to approve the motion.

**Roll Call**

Odus Caldwell Aye  
Dennis Thompson Aye  
Scott Silverstein Aye  
Larry Rubin Aye  
Alex Placencio Absent  
Jackie Keene Absent  
Jonathan Wasser Aye

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 8:34 PM.

Respectfully Submitted,  
Jonathan Wasser

# Coversheet

## Review and Vote On Copier Agreement

**Section:** V. School and Policies  
**Item:** A. Review and Vote On Copier Agreement  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** CHQS FSMA DETAILED AGREEMENT-ECRCHS\_11-18-16.pdf  
EL CAMINO DLL CPC LEASE 11-21-16.pdf  
EL CAMINO REAL CHARTHER HIGH SCHOOL DLL Addendum.pdf  
Executive Summary Copier - Departmental Copiers.pdf

# Managed Equipment Fleet Service Maintenance Agreement



Agreement No: \_\_\_\_\_

Customer – Use EXACT registered name if a corp., LLC or LP El Camino Real High School		Customer’s Contact Person:			Contact Person’s E-mail:	
Street 5440 Valley Circle Blvd	City Woodland Hills	State CA	County	Zip Code 91367	Customer’s Telephone (818) 884-7036	

This is your Managed Equipment Fleet Service Maintenance Cost Per Print Agreement referred to as the (“**Agreement**”), the words “**You**” and “**Your**” mean the Customer named above. “**We**,” “**Us**” and “**Our**” mean COPIER HEADQUARTERS, INC., an authorized Channel Partner. **The Agreement represents the final and only agreement between You and Us and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements. The Agreement can be changed only by a written agreement between You and Us. Other agreements not stated herein (including, without limitation, those contained in any purchase agreement or order between You and ) are not binding on Us.**

**1. EQUIPMENT (SEE ATTACHED SCHEDULE(S) FOR PRICING AND SPECIAL TERMS AND CONDITIONS).** Under a separate written agreement, You have purchased or leased the office equipment listed on the **attached schedule(s)** from Us, or a third party leasing company (together with all existing and future accessories, attachments, replacements and additions, the “**Equipment**”). You desire to enter into this Agreement for supplies and service (if applicable) for the Equipment. You promise to pay to Us the “Base Monthly Charge(s)” shown below each month, any excess print charges and all other amounts stated herein. This Agreement is binding on You as of the date You sign it and cannot be cancelled by You.

**2. TERM; TERMINATION AND RENEWAL.** The term of this Agreement will begin on the date We accept and sign the Agreement (the “**Commencement Date**”) and will continue for as long as Equipment is covered by a schedule to this Agreement (“**Term**”). Each schedule has its own term (“**Schedule Term**”) for the Equipment covered by such schedule. The agreement terms in years provides that a full service maintenance agreement will be available on your equipment for that term. With respect to billing renewals: Monthly base and meter rates will be adjusted annually, once per year. Each unit of Equipment covered by a schedule to this Agreement will automatically renew for a month to month term unless either party provides the other party with written notice of non-renewal at least 30 days, before the end of the existing Schedule Term. Upon Your request, We will provide You with revised pricing for the renewal term within 30 days before the end of the existing Schedule Term for the devices that will be supported at the time of renewal. We will use reasonable efforts to notify you of the devices that are no longer supported by the Program.

**3. SUPPLIES AND SERVICE.** You agree to use the Consumables (as defined in the applicable attached schedule(s)) provided under this Agreement only in the covered Equipment. You shall order Consumables only as needed. No “excess shelf stock” of Consumables is permitted under this Agreement. “Excess Shelf Stock” means no more than one extra consumable item (e.g. toner cartridge) that is not installed in the device. We reserve the right to provide remanufactured cartridges which will work as new. You may return any used cartridges or other used Consumables per instructions. Any use of Consumables in devices other than the Equipment constitutes a violation of this Agreement. **Consumables are the property of Copier Headquarters until fully consumed by You in the Equipment. Selling, transferring, bartering or otherwise conveying Consumables to anyone is strictly prohibited and is subject to civil and criminal penalties.** You shall return to Us all unused Consumables upon expiration or termination of this Agreement. We reserve the right to invoice You for any unused Consumables that are not returned at Our then established retail prices, plus shipping and handling charges. You acknowledge that We reserve the right to audit Consumables orders to validate new requests. Shipping of consumables is included at no additional cost. You agree to order ALL Consumables through Us during the Term of this Agreement. **You acknowledge that Copier Headquarters or a service provider will provide You break/fix service for the Equipment pursuant to Copier Headquarter’s standard service agreement The terms and conditions (including exclusions for accidents, misuse, abuse, unauthorized repair, unauthorized disassembly, etc.) of the applicable Equipment service agreement shall apply.** Upon Your request, We will provide You with a copy of any applicable Equipment service agreement. If You require service on Equipment You may request service using the following methods: (I) send email to [service@copierhqs.com](mailto:service@copierhqs.com) (II) calling **1-818-874-1200**, or (III) access our web portal service link; [www.chqs.com/services/-copier-service/](http://www.chqs.com/services/-copier-service/). You agree that: (a) You must separately purchase all supplies other than Consumables listed above, including, without limitation, paper, at Your own cost; (b) You must separately purchase Equipment service or parts required by Your negligence, misuse of the Equipment, failure to follow the ’s suggested use instructions, or breach any warranty or service agreement provided by Us and (c) We are an authorized Platinum Document Technology Partner, Service Provider and Agent of Corporation.

**4. PRINT CHARGES; PAYMENTS, LATE FEES AND TAXES.** Each month, You agree to pay Us, by the due date as set forth on Our invoice to You, all Base Monthly Charges, excess print charges and all other amounts due under this Agreement (including all applicable taxes). **You agree to pay the Base Monthly Charges each month even if You do not make the number of prints included with the Base Monthly Charge. If the monthly base charge is part of an equipment lease, rental, or cost per print agreement, the base charges are billed as part of that agreement. You may not carry over a credit from any month during which You make fewer than the minimum number of prints. If your monthly allowance of prints is zero, you will pay for each print as part of this agreement.** You have 30-days from the date of the invoice to make the payment. If You do not make the payment within 30-days, we may charge a late fee which is equal to the greater of 1.5% of the amount that is late from the due date to the date paid. You are responsible for all taxes (including, without limitation, sales, use and personal property taxes, and excluding only taxes based on Our income), levies, assessments, license and registration fees and other governmental charges relating to this Agreement (collectively, “**Taxes**”). We may periodically bill You for, and You agree to promptly pay any Taxes. If applicable, You authorize Us to pay any Taxes when and as they may become due, and You agree to reimburse Us promptly upon demand for the full amount (less any estimated amounts previously paid by You).

**THE TERMS OF THIS AGREEMENT ARE CONTINUED ON THE NEXT PAGE.**

**5. 5. ASSISTANT SOFTWARE.** You agree (a) to install Copier Headquarter’s meter reading and Equipment device information software (including any updates, patches, or replacement software (“Print Tracker Software”) on one or more of Your workstations that are connected to Your network so that meter reads and Equipment device information can be retrieved from the Equipment and transmitted via the Internet to Us, (b) to the end-user license Proposal for such software, (c) to keep the workstations on which the software is installed powered on and connected to the Equipment via Your network at least five days a week and 6 hours a day, except during network outages and routine network maintenance, and (d) not to disable, disassemble, reverse engineer or otherwise interfere with the operation of the software. If Copier Headquarters fails to receive meter reads or device information on the Equipment, We will give You notice that You are in breach of this Proposal. If You do not provide with meter readings within five (7) days of the date of Our request, then (i) We may estimate the number of prints used and invoice You accordingly, (ii) We will charge a fee in the amount of \$\_\_\_\_\_ (if left blank the amount is zero) per piece of Equipment that We do not receive meter readings for each month until We receive meter readings, and (iii) We will adjust the estimated charge for excess prints upon receipt of actual meter readings. If You do not provide with meter readings within fifteen (30) days of the date of Our request, then We may terminate this Agreement by giving You written notice of such termination. **You acknowledge that if You do not provide meter readings, primarily through the Print Tracker software, or if it stops reporting data, we may not be able to provide You with Consumables or Service repairs and the Equipment may not function or produce prints. You also acknowledge that the Assistant Software will send meter reads and equipment diagnostic information on your networked print devices automatically to Us from time to time.**

**6. LOCATION AND USE OF EQUIPMENT.** You shall give Us at least 15 days prior written notice before moving the Equipment from the location set forth above to a different location. The notice must include the mailing address of the new location so that Consumables are sent to the new location. You shall not sell or otherwise transfer any rights in the Equipment unless You first get Our permission. You shall use the Equipment in accordance with all laws, operating manuals and service agreements. Any relocations of equipment to another county or state requires permission in advance.

**7. NO WARRANTIES; LIMITATION OF LIABILITY. THE ONLY WARRANTIES MADE WITH RESPECT TO THE EQUIPMENT IS BY AS SET FORTH IN THE APPLICABLE SERVICE AGREEMENT. ANY WARRANTY STATEMENT INCLUDED WITH THE EQUIPMENT IS SUPERSEDED BY THE APPLICABLE SERVICE AGREEMENT. WE HAVE NOT MADE AND HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING BY APPLICABLE LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** Our liability to You for any cause whatsoever shall be limited to amounts paid by You to Us under this Agreement. This limitation shall apply regardless of the form of action, whether contract or tort, including without limitation negligence actions, provided, however, that this limitation shall not apply to damages resulting from personal injury caused by Our negligence. In no event shall We be liable to You for any special, indirect, incidental, consequential, exemplary or punitive damages in any way arising out of or relating to this Agreement.

**8. LOSS AND DAMAGE.** If the equipment becomes lost You shall bear the risk of loss and shall continue performing all Your obligations to Us even if it becomes lost. If the equipment becomes damaged, an insurance claim must be placed in order to pay Us for the obligations set forth in this agreement, even if it suffers a loss.

**9. ASSIGNMENT. YOU SHALL NOT SELL, ASSIGN, OR OTHERWISE TRANSFER (collectively, “TRANSFER”) THIS AGREEMENT, IN WHOLE OR IN PART, WITHOUT THE PRIOR WRITTEN CONSENT OF US AND .** Any attempted assignment or delegation without the prior written consent of Us shall be void. The equipment manufacturer and its suppliers are a third party beneficiary of this Agreement. You acknowledge that We may, without notice to You, Transfer this Agreement to or a third party reseller of products.

**10. DEFAULT.** You will be in default hereunder if You fail to pay any amount within 30 days of the due date as set forth in an invoice from Us to You or if You fail to perform any other obligation under this Agreement. If You default, We may do any or all of the following, at Our option: (a) terminate this Agreement, (b) require You to pay to Us, on demand, an amount equal to the sum of (i) all amounts then due and past due, (ii) all remaining Base Monthly Charges for the Term and (iii) all other amounts that may thereafter become due hereunder to the extent that We will be obligated to collect and pay such amounts to a third party, and/or (c) exercise any other remedy available to Us under law. You also agree to reimburse Us on demand for all reasonable expenses of enforcement (including, without limitation, reasonable attorneys’ fees and other legal costs).

**11. APPLICABLE LAW; VENUE; JURISDICTION.** Any action related to this Agreement shall be governed by the laws of your state \_\_\_\_\_ without regard to choice of law principles, and any litigation hereunder shall take place in the state or federal courts located in \_\_\_ Los Angeles, CA. Each term hereof shall be interpreted to the maximum extent possible so as to be enforceable under applicable law.

**12. MISCELLANEOUS.** This Agreement may be executed in counterparts, all of which together shall constitute the same document. You agree that a facsimile or other copy containing the signatures of both parties shall be as enforceable as the original executed Agreement. The failure of either party to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision or the right thereafter to enforce each and every provision hereof. No waiver by either party, either express or implied, or any breach of these terms or conditions shall be construed as a waiver of any other term or condition. The provisions of this Agreement that by their nature continue in effect shall survive the termination or expiration of this Agreement. **You hereby represent to Us that this Agreement is legally binding and enforceable against You in accordance with its terms.**

Accepted by <b>COPIER HEADQUARTERS, INC.</b>	<b>Customer:</b> El Camino Real High School
By: _____ / _____ (Date)	By: <b>X</b> _____ Date _____
	Print Name: _____ Title: _____

Copier Headquarters, Inc. 21109 Oxnard Street, Woodland Hills, CA 91367



# Pricing for Devices



## Black and White Prints/Color Prints

Schedule to Agreement No: \_\_\_\_\_

<b>Customer Name:</b> El Camino Real High School			
<b>Equipment Location:</b> Street Address: 5440 Valley Circle Blvd		City: Woodland Hills	State: CA
			Zip: 91367

**THIS SCHEDULE** ("Schedule") amends the Cost Per Print Agreement ("Agreement") between the Customer named above ("you" or "your") and COPIER HEADQUARTERS, INC. ("We," "Us" and "Our"). **"Consumables" provided under this Schedule include Genuine consumables, i.e. toners, drums, fusers, maintenance kits, waste containers, and imaging units, and parts as applicable.**

<u>Equipment Description:</u>		<u>Black and White Prints</u> (Duplex Prints = 2 Prints)		<u>Color Prints*</u> (Duplex Prints = 2 Prints)**	
		Monthly Print Allowance for Black/White	Cost For Each Additional Print:	Monthly Print Allowance for Color	Cost For Each Additional Print:
<b>Qty, Brand, Model &amp; Serial Number (Required)</b>	<b>Monthly Service Base Charge :</b>				
(6) Sharp MX-M465N	Included	0	\$0.0045	N/A	N/A
Serial #:					
Serial #:					
Serial #:					
Serial #:					
Serial #:					
Serial #:					

\* Color Prints – If any color print is on a page, it counts as a color page. Note that grey scale images printed with the composite black setting on (the default setting on most devices) count as color pages because color consumables are used.

\*\* Duplex Color Prints – Note that duplex prints with any color print counts as two (2) pages even if color print is only on one side.

<b>Equipment Location</b> (if different than Customer's address shown on page 1 of the Agreement):	
Term: <input type="checkbox"/> 12 Mos. <input type="checkbox"/> 24 Mos. <input type="checkbox"/> 36 Mos. <input type="checkbox"/> 48 Mos. <input checked="" type="checkbox"/> 60 Mos. <i>If blank, the Term shall be One year.</i>	<b>Commencement Date (start of Term):</b>

Capitalized terms that are not defined in this Schedule shall have the meaning assigned to them in the Agreement. Except as set forth above, the Agreement shall continue in full force and effect. In the event of a conflict between the terms of the Agreement and this Schedule, this Schedule shall control.

Accepted by <b>COPIER HEADQUARTERS, INC.</b>  By: _____ / _____ (Date)	<b>Customer:</b> El Camino Real High School By: <b>X</b> _____ Date _____ Print Name: _____ Title: _____
--	--

Copier Headquarters, Inc. 21109 Oxnard Street, Woodland Hills, CA 91367







# Rental Agreement

PHONE: (800) 735-3273

FACSIMILE: (800) 776-2329

<b>CUSTOMER</b>	Full Legal Name ELCAMINO REAL HIGH SCHOOL				Phone Number (818) 884-7036	
	Address 5440 Valley Circle Blvd		City Woodland Hills	State CA	Zip 91367	Fax Number
	Billing Address 5440 Valley Circle Blvd		City Woodland Hills	State CA	Zip 91367	Purchase Order Requisition Number
	DBA Name (if any)				Send Invoice to Attention of	

<b>INDIVIDUAL METER OPTION</b>	Make/Model/Serial #	Base Monthly Rental	Print Allowance Black and White	Cost-Per-Copy Black and White	Allowance Color	Additional Copies Color	Initial Meter Reading
	(6) Sharp MX-M465N Black/White MFPs	\$849.00	0	\$0.00450	N/A	N/A	
	<b>Includes:</b>						
	> Color Network Scanning						
	> Wifi Printing						
	> Hi-Capacity Tandem Trays						
	> Enhanced Compression Kit						
> Inner Finisher/Auto-Stapler							
> PaperCut MF Print Edition Software							
<b>FOR ADDITIONAL UNITS ATTACH SCHEDULE A</b>				Meter Reading Frequency			
				<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually			

<b>PURCHASE OPTION</b>	<input type="checkbox"/> \$1 Purchase Option

<b>PAYMENT</b>	Term in Months	First Rental Payment	(PLUS)	Security Deposit	(EQUALS)	Total Payment Enclosed*
	60	\$0.00	+	\$0.00	=	\$0.00

\* does not include any applicable taxes

<b>TAX OPTIONS</b>	Each payment is subject to sales tax and/or use tax.	<input type="checkbox"/> Exempt - Exemption Certificate Attached.

<b>CUSTOMER SIGNATURE</b>	YOU AGREE TO ALL OF THE TERMS AND CONDITIONS CONTAINED ON BOTH PAGES OF THIS AGREEMENT AND IN ANY ATTACHMENTS TO SAME, ALL OF WHICH ARE INCLUDED BY REFERENCE AND BECOME PART OF THIS AGREEMENT. YOU ACKNOWLEDGE TO HAVE READ AND AGREE TO ALL THE TERMS AND CONDITIONS AND UNDERSTAND THAT THIS IS A NON-CANCELABLE AGREEMENT FOR THE FULL TERM SHOWN ABOVE.	
	You acknowledge that the Equipment is: <input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED	
	Signature <b>X</b>	Date
	Print Name	Title
	Legal Name of Corporation or Partnership Elcamino Real High School	

<b>DELIVERY AND ACCEPTANCE</b>	You acknowledge that the Equipment set forth above has been received, has been put in use, is in good working order and is satisfactory and acceptable.	
	Signature <b>X</b>	Date
	Print Name	
	Title	
	Legal Name of Corporation or Partnership	

<b>GUARANTY</b>	TO INDUCE OWNER TO ENTER INTO THE WITHIN RENTAL AGREEMENT, THE UNDERSIGNED UNCONDITIONALLY GUARANTEES TO OWNER THE PROMPT PERFORMANCE WHEN DUE OF ALL THE USER'S OBLIGATIONS TO OWNER UNDER THE AGREEMENT. OWNER SHALL NOT BE REQUIRED TO PROCEED AGAINST CUSTOMER OR THE EQUIPMENT OR ENFORCE ANY OTHER REMEDY BEFORE PROCEEDING AGAINST THE UNDERSIGNED. THE UNDERSIGNED WAIVES NOTICE OF ACCEPTANCE HEREOF AND ALL OTHER NOTICES OR DEMAND OF ANY KIND TO WHICH THE UNDERSIGNED MAY BE ENTITLED. THE UNDERSIGNED CONSENTS TO ANY EXTENSIONS OR MODIFICATION GRANTED TO USER AND THE RELEASE AND/OR COMPROMISE OF ANY OBLIGATIONS OF USER OF AN OTHER OBLIGORS AND GUARANTORS WITHOUT IN ANY WAY RELEASING THE UNDERSIGNED FROM HIS OR HER OBLIGATIONS HEREUNDER. THIS IS A CONTINUING GUARANTEE AND SHALL NOT BE DISCHARGED OR AFFECTED BY DEATH OF THE UNDERSIGNED, SHALL BIND THE HEIRS, ADMINISTRATORS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS OF UNDERSIGNED AND MAY BE ENFORCED BY OR FOR THE BENEFIT OF ANY ASSIGNEE OF SUCCESSOR OF OWNER. <b>THIS GUARANTY IS GOVERNED BY AND CONSTITUTED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA AND I CONSENT TO NON-EXCLUSIVE JURISDICTION IN ANY STATE OR FEDERAL COURT IN PENNSYLVANIA.</b>								
	Signature <b>X</b>		Date		Signature <b>X</b>		Date		
	Print Name		Print Name		Print Name		Print Name		
	Home Address		Home Address		Home Address		Home Address		
	City	State	Zip	City	State	Zip	City	State	Zip
	Phone		Phone		Phone		Phone		

**RENTAL TERMS AND CONDITIONS**

The words "YOU" and "YOUR" mean the Customer. The words "WE", "US", and "OUR" mean De Lage Landen Financial Services, Inc., the Owner of the Equipment.

**1. RENTAL AGREEMENT ('AGREEMENT'):** We agree to rent to YOU and YOU agree to rent from US the Equipment listed in the "Individual Meter Option" section of this Agreement and/or in any attached schedules ("Equipment"). YOU promise to pay US a BASE MONTHLY RENTAL PAYMENT ("RENTAL PAYMENT"), plus the Cost-Per-Copy Additional Copies ("Additional Copy Charge") on copies in excess of the Monthly Copy Allowance, in accordance with the terms and conditions herein. The Additional Copy Charges will be invoiced at the end of each meter reading period set forth on the face of this Agreement. YOU authorize US to insert in this Agreement the serial numbers of the Equipment when WE so determine them.

**2. TERM:** This Agreement is effective on the date that it is accepted and signed by US, and the term of this Agreement begins on that date or any later date that WE designate (the "Commencement Date") and continues thereafter for the number of months designated as "Term in Months". Rental Payments are due as invoiced by US. As YOU will have possession of the Equipment from the date of its delivery, if WE accept and sign this Agreement YOU will pay US interim rent for the period from the date the Equipment is delivered to YOU until the Commencement Date, as reasonably calculated by US based on the Rental Payment, the number of days in that period, and a month of 30 days. WE will apply the first Rental Payment to the first month of the term on the Commencement Date or any later date designated by US. The second Rental Payment is due on the date set forth in the invoice with subsequent payments due on the same day of each successive month thereafter until the balance of the Rental Payments and any Additional Copy Charges or expenses chargeable to YOU under this Agreement have been paid in full.

YOU agree to provide accurate and timely meter readings on the forms or other alternative means specified by US. If meter readings are not received in a timely manner, charges may be estimated by US. YOUR obligation to pay the Rental Payments, Additional Copy Charges and other obligations hereunder shall be absolute and unconditional. This Agreement is NON-CANCELABLE.

WE have the right to increase the Rental Payment and the Additional Copy Charge on an annual basis, in an amount not to exceed fifteen percent (15%) of the Rental Payment or the Additional Copy Charge in effect at the end of the prior annual period.

**3. LATE CHARGES/DOCUMENTATION FEES:** Whenever any Rental Payment or Additional Copy Charge is not made when due, YOU agree to pay US, within one month, a late charge of five percent (5%) for each delayed payment, with a minimum of \$10.00, but only to the extent permitted by law. YOU agree to pay US a fee of \$75.00 plus 1/10th of one percent (1%) of the original Equipment cost in excess of \$50,000.00 to reimburse OUR expenses for preparing financing statements, other documentation costs and all ongoing administration costs during the term of this Agreement. If the Equipment is located in more than one location, YOU agree to pay US an additional fee of \$10.00 for each additional filing required for each additional location.

**4. DELIVERY AND ACCEPTANCE:** YOU are responsible, at YOUR own cost, to arrange for the delivery and installation of the Equipment (unless such costs are included in the cost of the Equipment to US). If requested, YOU will sign a separate Equipment delivery and acceptance certificate. WE may at OUR discretion confirm by telephone that YOU have accepted the Equipment, and this telephone verification of YOUR acceptance of the Equipment shall have the same effect as a signed delivery and acceptance certificate.

**5. USE, MAINTENANCE, REPAIR, SUPPLIES AND WARRANTIES:** YOU have selected the Equipment and the related maintenance program and supplies as described in a separate maintenance agreement with the Equipment dealer ("Dealer"). WE are not the manufacturer of the Equipment and WE are renting the Equipment to YOU "AS-IS". WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE transfer to YOU for the term of this Agreement all warranties, if any, made by manufacturer.

YOU ALSO ACKNOWLEDGE THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION OF THIS AGREEMENT AND EXCEPT FOR THE MANUFACTURER WARRANTIES, MAKE ANY REPRESENTATION OR WARRANTY ABOUT THIS AGREEMENT OR THE EQUIPMENT. WE SHALL NOT BE LIABLE FOR SPECIAL, RESULTING OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFIT OCCASIONED BY ANY BREACH OF WARRANTY OR REPRESENTATION OR RESULTING FROM THE USE OR PERFORMANCE OF ANY UNIT OF EQUIPMENT. YOUR OBLIGATION TO PAY IN FULL ANY AMOUNT DUE UNDER THIS AGREEMENT SHALL NOT BE AFFECTED BY ANY DISPUTE, CLAIM, COUNTERCLAIM, DEFENSE OR OTHER RIGHT WHICH YOU MAY HAVE OR ASSERT AGAINST THE DEALER OR THE EQUIPMENT MANUFACTURER.

**6. TITLE, PERSONAL PROPERTY, LOCATION AND INSPECTION:** Except for Agreements with a \$1.00 purchase option, we will have to title to the Equipment. If you have a \$1.00 purchase option or this Agreement is deemed to be a security agreement, you grant us a security interest in the Equipment and all proceeds therefrom. YOU have the right to use the Equipment for the full term provided YOU comply with the terms and conditions of this Agreement. The Equipment is personal property even though the Equipment may become attached to any real estate. YOU agree not to permit a lien to be placed upon the Equipment or to remove the Equipment without OUR prior written consent. WE also have the right, at reasonable times, to inspect the Equipment.

**7. ASSIGNMENT:** YOU AGREE NOT TO TRANSFER, SELL, SUBRENT, ASSIGN, PLEDGE OR ENCUMBER EITHER THE EQUIPMENT OR ANY RIGHTS UNDER THIS AGREEMENT WITHOUT OUR PRIOR WRITTEN CONSENT. WE may sell, assign or transfer this Agreement. YOU agree that if WE sell, assign or transfer this Agreement, the new owner will have the same rights and benefits that WE have now and will not have to perform any of OUR obligations. YOU agree that the right of the new owner will not be subject to any claims, defenses, or set-offs that YOU may have against US.

**8. REDELIVERY AND RENEWAL:** Upon at least ninety (90), but not more than (150), days written notice to US prior to the expiration of the initial term of this Agreement, YOU shall advise US of YOUR intention to return the Equipment to US at the end of the initial term of this Agreement. Provided YOU have given such timely notice, YOU shall return the Equipment, freight and insurance prepaid, to US in good repair, condition and working order, ordinary wear and tear excepted, in a manner and to a location designated by US. If YOU fail to so notify US, or having notified US, YOU fail to return the Equipment as provided herein, this Agreement shall renew for additional terms of twelve (12) months each with Rental Payments and Additional Copy Charges equal to 100% of the Rental Payments and Additional Copy Charges at the expiration of the initial term of this agreement.

**9. LOSS OR DAMAGE:** YOU are responsible for the risk of loss or destruction of, or damage to the Equipment. No such loss or damage relieves YOU from any obligation under this Agreement.

**10. INDEMNITY:** WE are not responsible for any losses or injuries caused by the installation or use of the Equipment. YOU agree to reimburse US for and to defend US against any claim for losses or injuries caused by the Equipment. This indemnity will continue even after the termination of this Agreement.

**11. TAXES:** YOU agree to pay all license and registration fees, sale and use taxes, personal property taxes and all other taxes and charges, relating to the ownership, leasing, rental, sale, purchase, possession or use of the Equipment as part of the Rental Payment or as billed by US. YOU agree that if WE pay any taxes or charges on YOUR behalf, YOU shall reimburse US for all such payments and shall pay US interest and a late charge (as calculated in Section 3) on such payments with the next Rental Payment, plus a fee for OUR collecting and administering any taxes, assessments or fees and remitting them to the appropriate authorities. YOU agree that WE have the right each year to estimate the yearly personal property taxes that will be due for the Equipment and that YOU will pay US 1/12th of the estimated taxes on each Rental Payment. YOU will indemnify US on

an after-tax basis against the loss of any tax benefits anticipated at the Commencement Date arising out of YOUR acts or omissions.

**12. INSURANCE:** During the term of this Agreement, YOU will keep the Equipment insured against all risks of loss or damage in an amount not less than the replacement cost of the Equipment, without deductible and without co-insurance. YOU shall also obtain and maintain for the term of this Agreement, comprehensive public liability insurance covering both personal injury and property damage of at least \$100,000 per person and \$300,000 per occurrence for bodily injury and \$50,000 for property damage. WE shall be the sole named loss payee on the property insurance and shall be named as an additional insured on the public liability insurance. YOU will pay all premiums for such insurance and shall deliver proof of insurance coverage satisfactory to US. If YOU do not provide such insurance, YOU agree that WE have the right, but not the obligation, to obtain such insurance, and add an insurance fee to the amount due from you, on which we make a profit.

**13. DEFAULT:** YOU are in default of this Agreement if any of the following occurs: (a) YOU fail to pay any Rental Payment or other sum when due; (b) YOU breach any warranty or other obligation under this Agreement, or any other agreement with US; (c) YOU, any partner or any guarantor dies, YOU become insolvent or unable to pay YOUR debts when due; YOU stop doing business as a going concern; YOU merge, consolidate, transfer all or substantially all of YOUR assets; YOU make an assignment for the benefit of creditors or YOU undergo a substantial deterioration in YOUR financial condition; or (d) YOU, any guarantor or any partner, shall voluntarily file or have filed against it involuntarily, a petition for liquidation, reorganization, adjustment of debt or similar relief under the Federal Bankruptcy Code or any other present or future federal or state bankruptcy or insolvency law, or a trustee, receiver or liquidator shall be appointed of it or a substantial part of its assets.

**14. REMEDIES:** WE have the following remedies if a default should occur:

a) Upon written notice, declare the entire balance of the unpaid Rental Payments for the full term immediately due and payable, sue for and receive all Rental Payments and any other payments then accrued or accelerated under this Agreement or any other Agreement plus the estimated fair market value of the Equipment at the end of the originally scheduled Term, with all accelerated Rental Payments and the estimated fair market value of the Equipment at the end of the originally scheduled Term discounted at the lesser of (i) a per annum interest rate equivalent to that of a U.S. Treasury constant maturity obligation (as reported by the U.S. Treasury Department) that would have a prepayment term equal to the remaining term of the Agreement, all as reasonably determined by US, or (ii) 3 percent (3%) per annum.

b) Charge YOU interest on all monies due US at the rate of eighteen percent (18%) per year from the date of default until paid, but in no event more than the maximum rate permitted by law;

c) Charge YOU a return-check or non-sufficient funds charge ("NSF Charge") OF \$25.00 for a check that is returned for any reason; and

d) Require that YOU return the Equipment to US and in the event YOU fail to return the Equipment, enter upon the premises peacefully with or without legal process where the Equipment is located and repossess the Equipment. Such return or repossession of the Equipment shall not constitute a termination of this Agreement unless WE expressly notify YOU in writing. In the event the Equipment is returned or repossessed by US and unless WE have terminated this Agreement, WE will sell or re-rent the Equipment to such persons and upon such terms as WE may determine, at one or more public or private sales and with or without notice to YOU and apply the net proceeds after deducting the costs and expenses of such sale or re-rent, to YOUR obligations with YOU remaining liable for any deficiency and with any excess being retained by YOU. The credit for any sums to be received by US from any such rental shall be discounted to the date of the rental agreement at six percent (6%) per year.

YOU are also required to pay (i) all expenses incurred by US in connection with the enforcement of any remedies, including all expenses of repossessing, storing, shipping, repairing and selling the Equipment, and (ii) reasonable attorneys' fees.

**15. SECURITY DEPOSIT:** WE will retain any required security deposit as security for YOUR performance of YOUR obligations. Any security deposit is non-interest bearing. WE may apply any security deposit to cure any default by YOU, in which event YOU will promptly restore any amount so applied. If YOU are not in default, any security deposit will be returned to YOU at the termination of this Agreement.

**16. WARRANTIES:** YOU hereby warrant and represent that the Equipment will be used for business purposes, and not for personal, family or household purposes.

**17. UCC FILINGS AND FINANCIAL STATEMENTS:** YOU authorize US to file a Uniform Commercial Code ("UCC") financing statement with respect to the Equipment and grant US the right to sign such financing statement on YOUR behalf. If WE feel it is necessary, YOU agree to submit financial statements (audited if available) on a quarterly basis.

**18. UCC-ARTICLE 2A PROVISIONS:** YOU agree that this Agreement is a Finance Lease as that term is defined in Article 2A of the UCC. YOU acknowledge that WE have given YOU the name of the supplier of the Equipment. WE hereby notify YOU that YOU may have rights under the contract with the Supplier and YOU may contact the supplier for a description of any rights or warranties that YOU may have under this supply contract. YOU also waive any and all rights and remedies granted by Sections 2A-508 through 2A-522 of the UCC.

**19. CHOICE OF LAW:** This Agreement has been made in Wayne, Pennsylvania and, except for local filing requirements, is governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. YOU consent to and agree that non-exclusive jurisdiction, personal or otherwise, over YOU and the Equipment shall be with the Courts of the Commonwealth of Pennsylvania or the Federal District Court for the Eastern District of Pennsylvania solely at OUR option with respect to any provision of this Agreement. YOU ALSO IRREVOCABLY WAIVE YOUR RIGHT TO A TRIAL BY JURY.

**20. ENTIRE AGREEMENT; SEVERABILITY; WAIVERS:** This Agreement contains the entire agreement and understanding. No agreements or understandings are binding on the parties unless set forth in writing and signed by the parties. Any provision of this Agreement which for any reason may be held unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective without invalidating the remaining provisions of this Agreement. It is further agreed that the rights and remedies of the parties are governed by this Agreement.

**21. FACSIMILE DOCUMENTATION:** YOU agree that a facsimile copy of the Agreement with facsimile signatures may be treated as an original and will be admissible as evidence of the Agreement.

<b>OWNER ACCEPTANCE</b>	Signature	Date
	X	
	Print Name	Title
	For <b>DE LAGE LANDEN FINANCIAL SERVICES, INC.</b>	

150EDOC135

**ADDENDUM  
TO  
RENTAL AGREEMENT  
FTW93119**

This Addendum to Rental Agreement (“Addendum”) is attached to and made part of that certain Rental Agreement (“the Agreement”) between De Lage Landen Financial Services, Inc (“Owner”) and ELCAMINO REAL HIGH SCHOOL (“Customer”) and dated (the “Agreement”). The words “YOU” and “YOUR” refer to the Customer and the words “WE”, “US” and “OUR” refer to the Owner. Unless otherwise defined herein, capitalized terms shall have the definition set forth in the Agreement.

NOW, THEREFORE, for good and valuable consideration, intending to be legally bound and pursuant to the terms and conditions of the Agreement, it is hereby agreed as follows:

1. The Agreement is modified as follows:
  - Section 2 (TERM): In the last sentence, “in an amount not to exceed fifteen percent (15%) of the Rental Payment or the Additional Copy Charge” shall be deleted and replaced with “in an amount not to exceed six percent (6%) of the Service Base Charge and the Additional Copy Charge ”
  - Section 5 (USE, MAINTENANCE, REPAIR, SUPPLIES AND WARRANTIES): The first sentence shall be deleted in its entirety and replaced with: “YOU have selected the equipment and the related maintenance program and supplies with the Equipment dealer (“Dealer”).”
  - Section 8 (REDELIVERY AND RENEWAL) The first sentence shall be deleted in its entirety and replaced with; “upon at least 30-days written notice to US prior to the expiration of the initial term of this agreement, YOU shall advise US of YOUR intention to return the equipment to US.....”
  - Section 8 (REDELIVERY AND RENEWAL) The last sentence shall be modified from “this agreement shall renew for additional terms of 12 months each with renewal payments...” to, “this agreement shall renew for additional terms of month to month each with renewal payments...”
2. It is expressly agreed by the parties that this Addendum is supplemental to the Rental Agreement, which is by reference made a part hereof and all the terms and conditions and provisions thereof, unless specifically modified herein, are to apply to this Addendum and are made a part of this Addendum as though they were expressly rewritten.  
In the event of any conflict, inconsistency or incongruity between the provisions of this Addendum and any of the provisions of the Rental Agreement, the provisions of this Addendum shall in all respects govern and control.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be duly executed by their authorized representatives as of the date first above written.

ELCAMINO REAL HIGH SCHOOL

De Lage Landen Financial Services, Inc

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

PrintedName: \_\_\_\_\_

Title: \_\_\_\_\_

Title:

### Copier Executive Summary

This one-page summary provides an analysis and evaluation of the various bids put forth by the following vendors to replace six (6) Canon image runner 3245 departmental copiers, with alternate plans submitted for the five (5) Sharp MX503 and MX5001 machines in the administrative offices, and a second alternative for the one (1) coin operated Sharp copier in the library.

I have summarized the key aspects here for the four (4) bids we received. Each bid included a software solution to help ensure costs are kept under control. This summary is for the departmental copiers only.

Vendor	Make	Model	Buy/Lease	Buyout	Print Allotment/Meter Rate (overages)	Disposal	Monthly Cost w/100K copies/month
AOA	Sharp	MX465N	Buy \$42,024	\$1	No allotment 0.0045/copy	TBD	878.30 + 450/month in copies
UI	Toshiba	E-STUDIO 5008A	Lease	FMV	No allotment 0.0055/copy	TBD	699 + 550/month in copies
CHQS	Sharp	MX465N	Lease	\$1	60K/month 0.0054 thereafter	Will "properly" dispose of canons	1876.20 + additional 216/month in copies
CHQS	Sharp	MX465N	Lease	FMV	60K/month 0.0054 thereafter	Will "properly" dispose of canons	1748.10 + additional 216/month in copies
Canon	Canon	IR4245	Buy: 32,032.92 Lease: 611.83	FMV	4-8K @.0091 8-12K @.0081 12K+ @.0072 0.0099 thereafter	Will take back existing IRs	611.83 + 720/month in copies

FMV – Fair market value (usually 10-15% of purchase price)

Vendor	Software	License Fee
AOA	Papercut	Not included in the proposal - would require further research
UI	Papercut	Included in lease for machines
CHQS	Papercut	Included in contract
Canon	Uniflow	16,549.47

#### Total Costs:

Vendor	Make	Total Cost
AOA	Sharp	79,698 (no software)
UI	Toshiba	74,940
CHQS	Sharp	117,846 (lease, extra 7,686 for \$1 buy out)
Canon	Canon	79,909.8 (seemed negotiable)

Best machines (per Fernando): Sharps and Canons

Best customer service (per my interactions with vendors): UI, 2<sup>nd</sup> best CHQS