

**AGREEMENT BETWEEN
CHICAGO OFFICE TECHNOLOGY GROUP, INC. AND
THE BOARD OF EDUCATION OF LINCOLNWOOD SCHOOL DISTRICT NO. 74
FOR THE DELIVERY AND INSTALLATION OF EQUIPMENT**

THIS AGREEMENT is entered into this 9th day of May 2018, by and between Lincolnwood School District No. 74, Cook County, Illinois ("Customer" or "Board"), and the Chicago Office Technology Group ("Seller" or "COTG") (collectively referred hereto as "the Parties").

WHEREAS, the Seller and Customer desire to enter into this Agreement with regard to the sale and installation of projectors so as to clearly articulate the agreement between Seller and Customer and to clearly identify the documents that constitute the agreement between the parties.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt of which is acknowledged by the parties, it is hereby agreed as follows:

1. **DELIVERY, INSTALLATION AND ACCEPTANCE.** Except as provided herein, Chicago Office Technology Group ("Seller") shall deliver and install the equipment to the Customer at the Customer's location. Seller shall not be liable for any default or delay caused by government directives, priorities, regulations, requests, orders or requisitions or by embargoes, fires, strikes, work stoppage, accidents to machinery or equipment, delays of carriers or shortage of labor or material or for any other unavoidable cause whatsoever interfering with or impeding production or delivery of the products ordered. All promises of delivery are made in good faith and Seller will do everything possible to fulfill them. If Seller is unable to meet a scheduled deliver date, Seller shall not be liable for additional transportation charges incurred by a request from Customer to use a faster means of transportation. The equipment and/or supplies shall be deemed to have been accepted and all risk of loss transferred to Customer on the date of delivery.
2. **PAYMENT.** This Agreement shall be effective upon execution of this Agreement and Sales Order, attached as Exhibit 1, by Seller and Customer. Unless otherwise stated in writing, payment of the full purchase price for all equipment, accessories, and/or supplies ["Equipment"] listed on this Sales Order or any accompanying equipment schedule, is due after delivery as set forth in the Illinois *Local Government Prompt Payment Act*.
3. **TITLE & SECURITY INTEREST.** Title will pass to Customer when payment is delivered in full. Until such time, to secure all Customer obligations to Seller under this Agreement, Customer hereby grants Seller a security interest in:
 - a. The Equipment to the extent of your interest in the Equipment;
 - b. Any compensation resulting from the sale of the Equipment; and
 - c. Any compensation provided as a result of an insurance claim if the Equipment is lost or damaged.

Customer agrees that Seller's security interest will not be affected by subsequent amendment to this Agreement unless otherwise expressly stipulated at the time of amendment. If Seller

requests, Customer agrees to execute UCC financing statements for the Equipment, for the sole purpose of publicly recording Seller's security interest in the Equipment.

4. **PRICES.** The prices listed in Exhibit 1 for the Equipment, unless otherwise indicated or provided for herein, do not include any sales, use, excise, or similar taxes levied by the United States or any state or local subdivision thereof or other governmental agency. Customer covenants and agrees to pay to the applicable governmental authority any such taxes (not provided for herein) in the amount applicable to the product or the transaction described in this instrument, and in the event of failure to do so, Customer shall hold Seller harmless from any claim, cost or expense as the result of any such failure.
5. **CHANGES.** Seller reserves the right to modify or change the Equipment in whole or in part, at any time prior to the delivery thereof, in order to include therein electric or mechanical refinements deemed appropriate.
6. **CANCELLATION.** The contract resulting from the Customer's order hereunder may be cancelled by the Customer after shipment of any equipment and the customer would be responsible for covering the 20% restocking fee.
7. **CREDIT APPROVAL.** Shipments, deliveries and any other obligations of Seller to complete this sale shall at all times be subject to the approval of Seller's Credit Department.
8. **CLAIMS.** Seller will not accept return of any goods without written authority. Rejected goods returned without such permission will be received by Seller at Customer's risk. Defective goods will be replaced. If the item is deemed defective based on the manufacturer's warranty, Seller will arrange for repair or replacement.
9. **INTEREST.** Customer shall pay to the Seller interest on the unpaid balance on all past due accounts at the rate of 1% per month.
10. **DEFAULT.** In the event that Customer fails to pay any amounts owed hereunder when due, breaks any of its promises in the Agreement and attached Sales Order, or enters voluntarily or involuntarily into a bankruptcy proceeding, Customer will be in default under this Agreement. In the event of a default, Seller may, at its option, declare immediately due and payable all monies owed by customer to Seller and thereafter cancel and terminate this Sales Order and repossess the Equipment, supplies and accessories with prior notice to Customer and thereafter sell the Equipment free and clear of any rights of Customer.

In the event that Seller fails to perform its obligations in the manner prescribed by the terms of this Agreement, or fails to repair or replace defective Equipment, material or workmanship within one (1) year of installation and within thirty (30) days after receipt of notice from the Customer, or in the event of discovery by Customer that any statement, representation or warranty made by Seller, in connection with this Agreement is false, misleading or erroneous in any material respect, Seller will be considered in default under the terms of this Agreement.

Upon the occurrence of a default, either party may, at its option, exercise any right, remedy, or privilege which may be available to it under applicable law, including the right to proceed by appropriate action to enforce the terms of this Agreement, and recover damage for the breach of this Agreement.

11. WARRANTY. Seller warrants that the Equipment furnished pursuant to this Agreement will be of good quality and new; that the Equipment will be free from defects, and delivered and installed in a manner consistent with the standard of reasonable care and skill ordinarily used and exercised by contractors such as Seller in providing and installing Equipment of similar type, complexity and size as those covered by this Agreement. Manufacturer warrants that the Equipment shall be free from defects in material and workmanship arising from normal usage for a period of four (4) years from the date of delivery of equipment. Seller agrees that the installation will be warranted for ninety (90) days from the date of installation. Customer agrees that after expiration of one (1) year, if injury arises as a consequence of poor workmanship, Seller may still be liable to the Customer for monetary damages for improper work. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT ALL OF WHICH ARE EXPRESSLY WAIVED.

12. INDEMNIFICATIONS. Seller agrees to indemnify and hold the Board, its individual board members, employees and agents ("Indemnitees") harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, reasonable attorneys' fees and court costs) suffered or incurred by the Indemnitees arising from, related to or in connection with any breach of this Agreement and any negligent act or omission of Seller relating to, arising from or connected with the installation of the Equipment.

13. INSURANCE. Seller shall maintain the following insurance during the delivery and installation of the Equipment:

- a. **Workers' Compensation Insurance.** Seller shall maintain workers' compensation insurance in the statutory amounts required by law.
- b. **Commercial General Liability Insurance.** Seller shall maintain commercial general liability insurance with a minimum of at least \$1,000,000 per occurrence and the aggregate.
- c. **Automobile Liability Insurance.** Seller shall maintain automobile liability insurance in a minimum amount of not less than \$1,000,000 each accident for liability arising out of any auto (including owned, hired, and non-owned autos).

With the exception of the workers' compensation insurance, the Indemnitees shall be named as additional insureds on all insurance policies required hereunder. Additionally, all insurance of Seller shall be primary. Further, to the fullest extent permitted, Seller waives any right of subrogation it and any of its insurers may have against the Indemnitees. Seller shall provide the Board with a certificate of insurance, in a form reasonably acceptable to the Board, evidencing the insurance required under this Agreement.

14. **DAMAGES.** Except for injuries arising as a result of, or in connection with, defective Equipment or improper installation, Seller shall not be liable for special, indirect or consequential damages in connection with, or arising out of the furnishing, performance or use of any product covered by this Agreement.
15. **ERRORS.** Seller and Customer reserve the right to correct clerical and typographical errors in this Agreement.
16. **GOVERNING LAW.** This agreement of sale shall be governed by and construed in accordance with the laws of the State of Illinois.
17. **MODIFICATIONS.** This Agreement may not be modified or terminated orally, and no modification or termination nor any claimed waiver of any of the provisions hereof shall be binding unless in writing and signed by both parties.
18. **ASSIGNMENT.** This Agreement is not assignable by Customer without written permission from Seller, such permission not to be unreasonably withheld, and any attempt by Customer to assign any rights, duties or obligations which arise under this agreement of sale without such permission shall be void.
19. **ENTIRE AGREEMENT.** This Agreement including any and all exhibits, which is incorporated herein by reference, constitutes the complete and exclusive Agreement between the parties which supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter of this Agreement, any prior course of dealing, custom or usage of trade of course of performance notwithstanding.

Customer represents that Customer is not relying on any oral or written representations or warranties not contained in this Agreement. In the event Customer uses the purchase order form, attached as Exhibit 1, in connection with the ordering of the Equipment and/or additional supplies, such order will be governed by the terms of this Agreement and any provision of such order form which in any manner differs from or is in addition to the provisions of this agreement of sale shall be of no force or effect. Seller's acceptance of such order is expressly made conditional on Customer's assent to the terms of this agreement of sale. Any acknowledgement by Customer of this Agreement shall be limited to the terms of this Agreement, and any provision in such acknowledgement, which in any manner differs from or is in addition to the provisions of this agreement of sale shall be of no force or effect.

20. **COMPLIANCE WITH LAWS.** Seller shall provide its services in compliance with all applicable laws, ordinances rules, regulations and codes, including but not limited to the Illinois *Prevailing Wage Act*, 820 ILCS 130/1 *et seq.*, the requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* and the provision of sexual harassment policies and procedures pursuant to Section 2-105 of that Act, including the regulations promulgated thereunder. To the extent Seller is subject to the *Prevailing Wage Act*, Seller shall not pay less than the prevailing rate of wages as determined by the Illinois Department of Labor for the area. The current prevailing wage rates are available on the Department of Labor's website and are deemed incorporated herein. Seller further agrees to comply with all federal Equal Employment Opportunity Laws, including, but not limited to, the *Americans With Disabilities*

Act, 42 U.S.C. Section 12101 *et seq.*, and rules and regulations promulgated thereunder. If applicable, Seller shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois *Use Tax Act*, 35 ILCS 105/1 *et seq.* Seller understands that smoking is prohibited on school district property pursuant to State and federal law and shall not allow smoking on school district property. Seller acknowledges that, under Illinois law, the presence of sex offenders is prohibited on school district property except in limited circumstances with notice to and approval of the Board. Seller represents and warrants to Customer that none of its employees that will be providing services on school district property have been convicted of any sexual offense or other criminal offense that would prohibit such employee from being present on the Board's property.

21. **SEVERABILITY.** Every provision of the Agreement is intended to be severable such that, if any term or provision hereof is illegal or invalid for any reason whatsoever, such provision shall be severed from the Agreement and shall not affect the validity of the remainder of the Agreement.
22. **NOTICES.** All notices or communications related to this Agreement shall be in writing and shall be deemed served if and when sent by email, facsimile, U.S. mail or hand delivery to the addresses listed below:

Board
Attn: Bob Ciserella
Lincolnwood School District 74
6950 N. East Prairie Rd.
Lincolnwood, IL. 60712

Email: rciserella@sd74.org

COTG
Attn: Brad Swidler
Chicago Office Technology Group,
Inc.
3 Territorial Court
Bolingbrook, IL 60440

Email: Bswidler@cotg.com

May IN WITNESS WHEREOF, the Parties have signed this Agreement on the 9th day of ~~February~~ 2018.

LINCOLNWOOD SCHOOL DISTRICT 74
COOK COUNTY, ILLINOIS

By: _____

Its: _____

Date: _____

CHICAGO OFFICE TECHNOLOGY
GROUP, INC.

By: *[Signature]*

Its: DIRECTOR OF SALES

Date: 5/9/18

EXHIBIT 1



Brad Swidler
3 Territorial Court
Bolingbrook, IL 60440
Phone: 630.201.7007
Email: Bswidler@cotg.com

Sales Order

Customer No.		Customer No.			
BILL TO CUSTOMER NAME (PLEASE PRINT) Lincolnwood SD74		SHIP TO CUSTOMER (IF OTHER THAN BILL TO)			
ADDRESS 6950 N. East Prairie Rd.		ADDRESS			
CITY Lincolnwood	STATE Illinois	ZIP 60712	CITY		
CUSTOMER CONTACT Courtney Adams		SOURCE/LEAD	STATE		
TELEPHONE/EXT 847-676-8234	SALES REP. NAME Brad Swidler	REP. CODE	ZIP		
EQUIPMENT TERMS	SUPPLY CODE	INSTALL DATE/TIME	SHIPPING INSTRUCTIONS		
EQUIPMENT INFORMATION		EQUIPMENT P.O. NUMBER			
QTY	ITEM NUMBER	ITEM DESCRIPTION	SERIAL NUMBER	UNIT PRICE	TOTAL
15	V11H746520	Epson Powerlite 680		\$1,160.00	\$17,400.00
15		Installation of projector		\$380.00	\$5,400.00
		*Board and cables provided by D74			
WARRANTY INFORMATION			SUBTOTAL		
DAYS OR COPIES, WHICHEVER OCCURS			TAX		
FIRST TO COVER ALL PARTS AND SERVICE LABOR THROUGH NORMAL USE/			DELIVERY		
DRUM PRORATED AT \$ / COPY DURING WARRANTY PERIOD			TOTAL		
ORDER TYPE (CHECK ONE)			\$84.00		
<input type="checkbox"/> CASH PURCHASE <input type="checkbox"/> LEASE <input type="checkbox"/> EXCHANGE <input type="checkbox"/> LCM			\$22,884.00		
<input checked="" type="checkbox"/> LOANER** <input type="checkbox"/> Renter on loan <input type="checkbox"/> Tax machine on loan					
Cash payment terms: # of Lease payments: Buyout/Upgrade exists					
**If loaner, customer agrees to pay \$ per copy for copier or \$ per day for fax until end of loaner period					
LEASE INFORMATION					
MONTHLY LEASE OF \$ PER MONTH			ITEMS INCLUDED IN DEAL		
TOTAL # OF PAYMENTS					
PURCHASE OPTION: FMV <input type="checkbox"/> % <input type="checkbox"/> \$1 <input type="checkbox"/>					
TOTAL LEASED					
LEASE DEPOSIT 0 FOR MTHS					
BUY OUT					
WE HERBY AGREE to purchase the item(s) listed above in accordance with the terms and provisions set forth on both sides hereof. Customer acknowledges that it has read this agreement of sale and understands					
I authorize Chicago Office Technology Group to obtain credit information from any consumer reporting agency to determine credit worthiness. I understand that if credit worthiness cannot be determined by the consumer reporting agency, (customer) must provide the required information.					
Accepted For: _____					
By: _____					
Title: _____					
Date: _____					