



4509 Prime Parkway McHenry, IL 60050 Phone:  
 (815) 759-6000 Fax: (815) 759-6005  
[www.imagetec.com](http://www.imagetec.com)  
 Chicago, IL (312) 580-3500  
 Lincolnshire, IL (847) 478-3020  
 Naperville, IL (630) 717-3750  
 Rosemont, IL (224) 563-3441  
 Tinley Park, IL (708) 407-2250

Order Type Lease Lease Type \$1 Purchase Lease Term 60 Other \_\_\_\_\_ % PUT

See Attached schedule for additional Equipment/Accessories

S Name: Roselle School District 12  
 H Address: SEE SEPARATE LISTING  
 I City: Roselle  
 P State: IL Zip: 60172  
 Phone: 630-529-2091  
 T IT Contact: Chris Deibel  
 O Phone: 224-628-1015  
 Email: [cdeibel@sd12.org](mailto:cdeibel@sd12.org)

B Name: Roselle School District 12  
 I Address: 100 E. Walnut Street  
 L City: Roselle  
 L State: IL Zip: 60172  
 Phone: 630-529-2091  
 T A/P Contact: Gregory Harris  
 O Phone: 630-529-2091  
 Email: [gharris@sd12.org](mailto:gharris@sd12.org)

Meter Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Qty	Product No.	Description	Unit Price	Extended
2	A796015	Konica bizhub 958		
2	A8H6W12	LU-303 Large Capacity Feeder		
2	A87GWY3	FS-536 Finisher		
2	A87KWY1	RU-515 Relay		
2	R5427011136466GEN2	AU-205H Card Reader GEN2		
2	A4NMWY1	MK-735 Mount Kit	Network	Included
2	D124Z6T	Power Filter	Freight	Included
1	AA7N011	Konica bizhub C650i	Sales Tax (.0775)	exempt
1	AAV5019	PC-416 Paper Feed Cabinet 2500 sheets Letter	Total Investment	
1	AAR4WY3	FS-539 50 Sheet Finisher floor model	Lease Payment (p/mo)	\$ 1,695.00
1	AC28W11	PK-524 2/3 Hole Punch Kit	Security Deposit	

Delivery Info: Contact: Gregory Harris Phone: 630-529-2091  Customer Owned (Bill of Sale)  Buyout (Leased)

PICK-UP INFORMATION							
Model	Serial	ID Tag #	Model	Serial	ID Tag #		
Konica bizhub C658	A79J011003814	E22736	Samsung M4580FX	07H6BJFGC00011V	E22370		
Samsung M4580FX	07H6BJFGC0000HV	E22371	Samsung M4580FX	07H6BJFGB000QJ	E22369		
MAINTENANCE AGREEMENT							
Term (mos.)	Covered Equipment:	<input checked="" type="checkbox"/> Includes Supplies (excluding paper and staples)	Beginning Meter(s)		Toner Yield		
12	Qty	Make	Model	Black	Color		
	2	Konica	bizhub 958		40,800		
	1	Konica	bizhub C650i		28,000		
Maintenance Base/Overage Rates							
Meter Type	Copy Allowance	Base Allowance Charge	Base Billed Period	Excess Charge	Excess Billed Period	Auto Meter Collection Fee	Toners Allowed
BW Images	1,000,000	\$4,600.00	Quarterly	0.0051	Quarterly		
Color Images	425,000	\$14,875.00	Quarterly	0.0385	Quarterly		
B/W Prints							
Color Prints							
Comments:	Contract includes toner and staples						

Orders are considered final upon the approval of a Partner of Imagetec L.P. Title of all Equipment and Accessories remains in Imagetec L.P.'s name until payment in full has been received. Terms of payment for each shipment are net 10 days from date of invoice. A late payment fee of 1.5% per month or the maximum rate permitted by law whichever is less, shall be charged on all overdue amounts from the date of the invoice until paid. Customer agrees to pay Imagetec L.P. for all costs and expenses, including attorney fees, incurred by Imagetec L.P. in enforcing its rights hereunder. No returns are permitted without advance written authorization by Imagetec L.P. By signing this Agreement, Customer acknowledges reading, receiving and agreeing to the completed information set forth above, the Terms and Conditions set forth on the reverse side of this document, and all attached Schedules, all of which collectively comprise this Agreement.

Imagetec L.P. Customer ("Buyer" "You")  
 By: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Sales Representative: Lee Pietrowski Name: \_\_\_\_\_ Title: \_\_\_\_\_

**General Terms and Conditions**

1. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, proposals, and communications, oral or written, concerning the subject matter of the Agreement. Customer acknowledges and agrees that no promise, representation or warranty of any kind has been made by Imagetec L.P. except as specifically set forth in this Agreement. No amendment or waiver of any provision of this Agreement shall be binding on Imagetec, L.P. unless such amendment or waiver is in writing and signed by the general partner of Imagetec L.P.

2. Delivery to the place of shipment specified herein shall constitute delivery to the Customer. Imagetec L.P. reserves the right to make delivery in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Imagetec L.P. shall not be liable for failure or delays in delivery occasioned by causes beyond Imagetec L.P.'s control. Delay in delivery of any installment shall not relieve Customer of its obligation to accept remaining installments.

3. It is mutually understood and agreed that the sole warranty on the Equipment and Accessories which are the subject of this Agreement is the warranty of the respective manufacturer(s), and that Imagetec, L.P. makes no warranty, either express or implied, with respect to any of the Equipment or Accessories. IMAGETEC L.P. HEREBY SPECIFICALLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. IMAGETEC L.P. SHALL NOT BE RESPONSIBLE FOR DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

4. Imagetec L.P. will provide technical support for thirty (30) calendar days from the date of installation. After this initial 30-day period, all requested technical support will be billed to Customer at Imagetec L.P.'s then-current labor rates, in 15-minute increments for phone support, with a one-hour minimum charge for on-site service calls.

**Terms and Conditions of Equipment Maintenance Agreement (if applicable)**

5. If this Agreement includes an equipment maintenance agreement ("EMA"), the EMA will be governed by the Terms and Conditions set forth in paragraphs 5 through 27 and the applicable provisions on the front side of this document. The EMA covers the labor and material necessary for lubrication, cleaning, adjustment and repair of the Equipment and the replacement of parts necessitated by normal use of the Equipment as listed on the front of this document including the controller, memory, printing systems, drivers, harnesses, wiring, hard drives, CD ROM drives, floppy disk drives, CD read/writers, mouse, monitors, keyboard, network harnesses that are directly attached to and purchased/leased as part of the initially installed basic copier system, except as hereinafter provided and subject to the Exclusions and Additional Exclusions set forth in paragraphs 6 and 7 below. The serviceability of parts will solely be determined by Imagetec L.P. Replaced parts will be disposed of by Imagetec L.P.

6. Exclusions: This EMA will not apply to and does not cover:

- A. Any Equipment lost or damaged for any reason, including accident, abuse, misuse or other-than-normal use, theft, neglect, acts of third parties, fire, water, casualty, or any other force or circumstances.
- B. Replacement or repair of any network devices not directly attached to and purchased/leased as part of the initially installed basic copier system, including print controllers (internal or external), memory, printing systems, storage devices, (internal or external), drivers, harnesses, wiring, hard drives, mouse, monitors, keyboards, network harnessing or cards.
- C. Service required after the initial installation, and/or after the Customer installs software, software updates or any changes to the operating systems, or related to network problems, that is not specifically for the adjustment, repair or replacement of items covered in paragraph 5 of this EMA.
- D. Replacement of doors, covers, hinges, operation panels, stands, wheels, casters, work tables, exit trays, document lids, ADF covers, paper cassettes, sheet by-pass or instruction manuals.
- E. Circuit board failure, unless an Imagetec L.P.-approved surge protection device was installed and continuously in use from and after the initial installation the affected Equipment.
- F. Color calibration from Customer computers for color devices. Excluded items will be repaired, serviced, calibrated or replaced, as applicable, by Imagetec, L.P. at Customer's request at Imagetec L.P.'s then-current labor and material rates.
- 7. Additional Exclusions: Additional excluded services include but are not limited to: (a) optional retrofits; (b) service associated with relocation of equipment; (c) installation of accessories, attachments or devices not included in the original installation; (d) performance of normal operator functions as described in the manufacturer's operator manual; (e) increase in required service time resulting from Customer's neglect, unique application or use beyond manufacturer's specifications of machine capability; (f) computer hardware/software conditions including, but not limited to a software virus resulting in Imagetec L.P. equipment malfunctioning. Services excluded under this paragraph 7 will be charged to Customer in accordance with Imagetec L.P.'s then-current labor and material rates.

8. This EMA is only available for equipment having a valid manufacturer's serial number, UL certification and an Imagetec L.P. identification tag.

9. Equipment purchased from Imagetec L.P. for which an Imagetec, L.P. EMA expired within the prior twelve-month period is eligible for coverage under this EMA, subject to a chargeable inspection at Imagetec L.P.'s then-current labor and material rates and acceptance of the equipment condition by Imagetec L.P. Equipment purchased from Imagetec, L.P. that has not been covered by an Imagetec L.P. EMA in the previous twelve (12) month period is eligible for coverage under this EMA subject to inspection and chargeable refurbishing of the Equipment (if deemed necessary by Imagetec) at Imagetec L.P.'s then-current labor and material rates. In the event any equipment is added to this EMA under this paragraph 9, the Maintenance Base/Overage Charge shown on the front side of this document will be amended accordingly.

10. Imagetec L.P. may terminate this EMA in the event the Equipment is modified, damaged, altered or serviced by personnel other than Imagetec L.P. employees, or if parts, accessories or components not authorized by Imagetec L.P. are fitted to the Equipment.

11. Customer agrees to furnish a key contact who will assume all duties covered and described in the manufacturer's operator manual. If training has been purchased, Imagetec L.P. will train the initial key contact at the time of initial installation and thereafter Customer shall ensure that a trained key contact is available. If additional training is required after the installation, Imagetec L.P. is available upon request to train additional key contacts at Imagetec L.P.'s then-current labor rates.

12. Imagetec L.P. shall not be liable for failure or delays in delivery of replacement parts or supplies or delays in service calls occasioned by causes beyond the control of Imagetec L.P. or its suppliers. Service calls under this EMA will be made under normal business hours of 8:00 A.M. to 5:00 P.M. CST Monday through Friday, excluding Imagetec L.P. observed holidays, at the installation address shown on the front side of this document. Travel and labor time for service calls after normal hours, on weekends and on holidays, if and when available, will be charged portal to portal at overtime rates in effect at the time the service call is made. Imagetec L.P. shall have free access to Equipment during the business hours stated above to perform service thereon. Imagetec L.P. reserves the right to cancel this EMA or have Equipment brought to an Imagetec L.P. facility for service when service access is so restrictive as to diminish overall efficiency of Imagetec L.P.'s service staff.

13. In the event Imagetec L.P. is unable to obtain, repair or replacement parts due to the discontinuation of such parts by the manufacturer and is unable to effect repairs to the Equipment, Imagetec L.P. will credit the unused portion of EMA charges to Customer's account. Any such credit must be used toward future charges by Imagetec L.P.

14. Customer is required to submit monthly meter readings to Imagetec L.P. Customer may submit Customer's meter readings through the web at www.imagetec.com or by fax at (815) 759-6005. For networked devices, Imagetec L.P. will provide software to automatically report meter readings for a fee of \$1.00 per machine per month. If Customer fails to provide meter readings in a timely fashion, Imagetec L.P., at its discretion, will estimate all necessary meter readings. If Customer disputes invoices generated from Imagetec L.P.'s estimated meter reading and rebilling is required, Customer will be assessed an administrative fee of \$10.00 for each invoice affected. Customer authorizes Imagetec L.P. to use remote access for meters and diagnostics throughout the term of this EMA.

15. Customer acknowledges that it is Customer's responsibility to maintain a current backup of Customer's program and data files to restore any loss of data. Under no circumstances shall Imagetec L.P. be held responsible for any loss of data.

16. For EMAs which are supply-inclusive, Imagetec L.P. agrees to provide sufficient toner quantity for Customer's usage according to the manufacturer's published expected usage which is based on 6% coverage black & white and 28% coverage full color. In addition to the charges set forth on the front of this document, Customer shall pay shipping and handling charges for all toner provided by Imagetec L.P. at the rate of .0008 per copy for black and white toner and .002 per copy for color toner. In the event that Customer's actual toner usage exceeds the manufacturer's published expected usage, Imagetec L.P. reserves the right to remedy this variance, at its option, by either adjusting the charges payable under this EMA to cover Customer's excess toner usage or by invoicing Customer for Customer's excess toner usage from time to time.

17. If this EMA includes the copy drum, Imagetec L.P. will determine when drum replacement is necessary due to normal wear and tear. Drums will not be replaced at Customer's request, or for scratches, marks, or other notable defects caused by Customer neglect, abuse, or misuse. If drum replacement is required due to Customer neglect, abuse or misuse, Customer will pay a prorated charge based on the published drum yield and the then current drum retail price, plus labor charges for replacement at Imagetec L.P.'s then-current labor rates. If this EMA does not include the copy drum, the drum will be replaced as requested by Customer at Imagetec L.P.'s then-current labor and material rates.

18. Expenses incurred for supplies damaged in the course of service performed on the Equipment by Customer are non-recoverable and replenishment of such supplies shall be at Customer's expense.

19. If Imagetec L.P. determines that any Equipment covered by this EMA is not supplied with a "clean" power source (without spikes, sags, noise, etc), then Customer must provide, at its expense, all changes and installations needed to correct the problem with the incoming power source. This could include items such as dedicated power lines, U.L. approved power (line) suppressors, line regulators, etc. Imagetec L.P. disclaims all responsibility for costs incurred to repair or replace any Equipment or components, including circuit boards, when damage to such was caused by an insufficient or faulty power source.

20. When in its sole discretion Imagetec L.P. determines that a shop reconditioning is necessary to keep any of the Equipment in working condition, Imagetec L.P. will submit to Customer an estimate of needed repairs and the cost thereof, which will be in addition to charges payable under this EMA. If Customer does not authorize such reconditioning, Imagetec L.P. may discontinue service of such Equipment under this EMA, refunding the unused portion of the maintenance charge, or may refuse to renew this EMA upon the expiration of the then-current term. In any such event, Imagetec L.P. service will be available on a "Per Call" basis at Imagetec L.P.'s then-current labor and material rates.

21. Customer will pay for all costs associated with any Equipment relocation requested by Customer at Imagetec L.P.'s then-current labor and material rates. These costs will include applicable installation and removal charges and special rigging charges. Imagetec L.P. shall be under no obligation to provide service for any Equipment that is relocated outside its geographical service area, and on request Imagetec L.P. will assist Customer in obtaining service from other qualified service providers outside Imagetec L.P.'s geographical service area.

22. This EMA shall be considered in force upon receipt by Imagetec L.P. of the initial EMA charge (per billing period) set forth on the reverse side hereof and shall continue for the term of this EMA from the EMA effective date shown on the reverse side of this document. The term of this EMA will automatically renew for successive additional one-year terms unless either party gives notice of non-renewal at least 30 days prior to the scheduled expiration of the then-current term. Each renewal term shall be subject to a price adjustment in accordance with Imagetec L.P.'s then-current rates. In addition, Imagetec L.P. may elect to change the base charge and/or number of copies / prints included in the base charge at the time of EMA renewal to more accurately reflect Customer's average copy volume for the billing period specified. In addition, if Imagetec L.P. determines at any time that Customer's copy usage has increased materially, either in application or volume, above the quantities set forth on the reverse side of this document, Imagetec L.P. shall have the right to notify Customer of early termination of this EMA, in which event Imagetec L.P. shall re-quote pricing, terms and conditions of a new EMA, which Customer may reject, and in the case of such rejection the term of this EMA shall end on the early termination date selected by Imagetec L.P. Imagetec L.P. has no obligation to provide supplies, on a supply-inclusive EMA, beyond the manufacturer's expected usage or beyond the term of this EMA. In the event of non-renewal of this EMA, all supplies delivered to Customer in excess of the manufacturer's expected usage projected to the date of EMA expiration are the property of Imagetec L.P. In the event Customer has received supplies in excess of the foregoing, Customer shall either return the excess supplies to Imagetec L.P. or pay the then current published price to purchase the excess supplies from Imagetec L.P.

23. The initial monthly/quarterly/semi-annual/annual charge for maintenance under this EMA shall be the amount set forth on the reverse side hereof. The monthly/quarterly/semi-annual/annual maintenance charge with respect to any renewals term will be the charge in effect at the time of renewal. Customer agrees to pay the total of all charges for maintenance during the initial term and any renewal term upon receipt of each Imagetec L.P. invoice for such charges. Customer agrees that alterations, attachments or specification changes may require an increase in maintenance charges at any time during the term of this EMA and agrees to pay such charges promptly when due. The billing period for the base charge noted on the reverse of this document determines the invoicing cycle Customer will receive. There is a \$10.00 per month billing processing fee for a monthly base billing period. The billing period for the base charges and copy/print allowances represents the invoicing for all copies/prints made in excess of the allowance. At the conclusion of each copy/print allowance billing period, Customer's meter reading(s) will be taken and excess copies/prints will be invoiced for the applicable billing cycle. The charge for excess copies/prints will be calculated using the excess copy/print charge set forth on the reverse of this document. If Customer does not exceed the copies/prints allowed in the billing period, the meter reading(s) taken as of the end of such billing period will become the beginning meter reading(s) for the new copy/print allowance billing period. No credits will be given when the copy/print count is below the copy/print allowance for any billing period.

24. If Customer does not pay all charges for maintenance or parts as provided hereunder when due, or if Customer's account becomes delinquent, Imagetec L.P. may (a) refuse to service the Equipment or (b) elect to furnish service on a C.O.D. "Per Call" basis at Imagetec L.P.'s then-current labor and material rates. Customer agrees to pay all costs incurred by Imagetec L.P. to collect delinquent amounts from Customer, including reasonable attorneys' fees and expense incurred by Imagetec L.P.

25. Products sold by Imagetec L.P. are designed to give excellent performance with Imagetec L.P. authorized supplies, including paper, developer, toner, ink and masters. Although it is not a condition of this EMA that Customer use only Imagetec L.P. supplies, if Customer uses supplies other than supplies approved by Imagetec L.P., and if such supplies are defective or not acceptable for use on Imagetec L.P.-serviced machines, and cause abnormally frequent service calls or service problems, then Imagetec L.P. may, at its option, terminate this EMA. In such event, Customer will be offered service on a "Per Call" basis at Imagetec L.P.'s then-current labor and material rates.

26. This EMA shall be governed by and construed by the laws of the State of Illinois applicable to agreements wholly negotiated, executed and performed in such State. It constitutes the entire agreement between the parties and may not be modified except in writing signed by duly authorized Partner of Imagetec L.P. and the customer.

27. This EMA is non-transferable by Customer and non-refundable.

Supply Shipment Contact: \_\_\_\_\_

Email: \_\_\_\_\_

Initial \_\_\_\_\_

Version 02182022





Lease Purchase Agreement # \_\_\_\_\_

EQUIPMENT

Equipment MFG Model & Description	Serial Number	Accessories
<b>SEE ATTACHED SCHEDULE</b>		
<input checked="" type="checkbox"/> See attached schedule for additional Equipment / Accessories		

Billing Address: 100 E Walnut Street Rosell, IL 60172  
 Equipment Location: 100 E Walnut Street Rosell, IL 60172

SUPPLIER

<b>Imagetec, L.P.</b> 4509 Prime Parkway McHenry, IL 60050 Phone: 815-759-6000 Fax: 815-759-6005	<b>TRANSACTION TERMS</b>	
	Purchase Option: \$1.00	Interest Rate: _____ % per annum
	Lease Payment: \$ <u>1,695.00</u> (plus applicable taxes)	Term: <u>60</u> (months)
	Billing Period: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Annually (Monthly if not checked)	
	The following additional payments are due on the date this Lease is signed by you:	
Advance Payment: \$ <u>n/a</u> (plus applicable taxes) Applied to: <input type="checkbox"/> First <input type="checkbox"/> Last		
Document Fee: \$75.00 (Included on first invoice)		

YOU HAVE SELECTED THE EQUIPMENT. THE SUPPLIER AND ITS REPRESENTATIVES ARE NOT AGENTS OF ANY ASSIGNEE OF LESSOR AND ARE NOT AUTHORIZED TO MODIFY THE TERMS OF THIS LEASE. YOU ARE AWARE OF THE NAME OF THE MANUFACTURER OF EACH ITEM OF EQUIPMENT AND YOU WILL CONTACT EACH MANUFACTURER FOR A DESCRIPTION OF YOUR WARRANTY RIGHTS. WE MAKE NO WARRANTIES TO YOU, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY OR OTHERWISE. WE PROVIDE THE EQUIPMENT TO YOU AS-IS. YOU AGREE TO USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS, AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES.

WE SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES. WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LEGAL, TAX OR ACCOUNTING TREATMENT OF THIS LEASE AND YOU ACKNOWLEDGE THAT WE ARE AN INDEPENDENT CONTRACTOR AND NOT A FIDUCIARY OF LESSEE. YOU WILL OBTAIN YOUR OWN LEGAL, TAX AND ACCOUNTING ADVICE RELATED TO THIS LEASE AND WILL MAKE YOUR OWN DETERMINATION OF THE PROPER LEASE TERM FOR ACCOUNTING PURPOSES.

EXCEPT TO THE EXTENT PROVIDED IN SECTION 2, YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER. BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL. THIS LEASE SHALL BE DEEMED FULLY EXECUTED AND PERFORMED IN THE STATE OF LESSEE'S PRINCIPAL PLACE OF BUSINESS AND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH SUCH LAWS. 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 THIS MEANS TO YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ALSO ASK TO SEE IDENTIFYING DOCUMENTS.

BY SIGNING THIS LEASE, YOU ACKNOWLEDGE RECEIPT OF PAGES 1 AND 2 OF THIS LEASE, AND AGREE TO THE TERMS ON PAGES 1 AND 2. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT YOU AND US FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

TERMS AND CONDITIONS

1. **COMMENCEMENT OF LEASE.** Commencement of this Lease and acceptance of the Equipment shall occur upon delivery of the Equipment to you ("Commencement Date"). To the extent that the Equipment includes intangible property or associated services such as periodic software licenses and prepaid database subscription rights, such intangible property shall be referred to as "Software". You understand and agree that we have no right, title or interest in the Software and you will comply throughout the Term of this Lease with any license and/or other agreement ("Software License") entered into with the supplier of the Software ("Software Supplier"). You are responsible for entering into any Software License with the Software Supplier no later than the Commencement Date of this Lease. You agree to inspect the Equipment upon delivery and verify by telephone or in writing such information as we may require. If you signed a purchase order or similar agreement for the purchase of the Equipment, by signing this Lease you assign to us all of your rights, but none of your obligations under it. All attachments, accessories, replacements, replacement parts, substitutions, additions and repairs to the Equipment shall form part of the Equipment under this Lease.

2. **LEASE PAYMENTS.** You agree to remit to us the Lease Payment and all other sums when due and payable each Billing Period at the address we provide to you from time to time. You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wires only. You also agree cash and cash equivalents are not acceptable forms of payment for this Lease and that you will not remit such forms of payment to us. Payment in any other form may delay processing or be returned to you. Furthermore, only you or your authorized agent as approved by us will remit payments to us. Lease Payments will include any freight, delivery, installation and other expenses we finance on your behalf at your request. Lease Payments are due whether or not you receive an invoice. You authorize us to adjust the Lease Payments by not more than 15% to reflect any reconfiguration of the Equipment or adjustments to reflect applicable sales taxes or the cost of the Equipment by the manufacturer and/or Supplier.

**NON-APPROPRIATION OF FUNDS.** You intend to remit to us all Lease Payments and other payments for the full Term if funds are legally available. In the event you are not granted an appropriation of funds at any time during the Term for the Equipment or for equipment which is functionally similar to the Equipment and operating funds are not otherwise available to you to pay Lease Payments and other payments due and to become due under this Lease, and there is no other legal procedure or available funds by or with which payment can be made to us, and the non-appropriation did not result from an act or omission by you, you shall have the right to return the Equipment in accordance with Section 12 of this Lease and terminate this Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to you, except as to the portion of the Lease Payments for which funds shall have been appropriated and budgeted. At least thirty (30) days prior to the end of your fiscal period, your chief executive officer (or legal counsel) shall certify in writing that: (a) funds have not been appropriated for the fiscal period; (b) such non-appropriation did not result from any act or failure to act by you; and (c) you have exhausted all funds legally available to pay Lease Payments. If you terminate this Lease because of a non-appropriation of funds, you may not purchase, lease or rent, during the subsequent fiscal period, equipment performing the same functions as, or functions taking the place of, those performed by the Equipment provided, however, that these restrictions shall not be applicable if or to the extent that the application of these restrictions would affect the validity of this Lease. This Section 2 shall not permit you to terminate this Lease in order to acquire any other Equipment or to allocate funds directly or indirectly to perform essentially the application for which the Equipment is intended.

3. **LEASE CHARGES.** You agree to: (a) pay all costs and expenses associated with the use, maintenance, servicing, repair or replacement of the Equipment; (b) pay all fees, assessments, taxes and charges governmentally imposed upon Lessor's purchase, ownership, possession, leasing, renting, operation, control or use of the Equipment and pay all premiums and other costs of insuring the Equipment; (c) reimburse us for all costs and expenses incurred in enforcing this Lease; and (d) pay all other costs and expenses for which you are obligated under this Lease (the amounts set forth in clause (a) through (d) being collectively referred to as "Lease Charges"). For U.S. federal income tax purposes, the parties hereto agree that it is their mutual intention that you shall be considered the owner of the Equipment and we shall in no event be liable to you if you fail to secure any U.S. federal income tax benefits available to the owner of the Equipment. We may take on your behalf any action required under this Lease which you fail to take, and upon receipt of our invoice you will promptly pay our costs (including insurance premiums and other payments to affiliates), plus reasonable processing fees. Restrictive endorsements on checks you send to us will not reduce your obligations to us. We may charge you a return check or non-sufficient funds charge of \$25 for any check which is returned by the bank for any reason (not to exceed the maximum amount permitted by law).

Continued on Page 2

LESSOR ("We", "Us")

**Imagetec, L.P.**

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

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

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

LESSEE ("You")

**Roselle School District 12**

(Lessee Full Legal Name)

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

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

Date: \_\_\_\_\_ Federal Tax ID: **36-6004483**

4. **PAYMENT OF TAXES.** In addition to the Lease Payments under this Lease, you agree to pay all sales, use, excise, gross receipts and other taxes, charges and fees upon or with respect to the Equipment or the possession, ownership, use or operation, control or maintenance thereof and relating to this Lease, whether due before or after the end of the Term to the extent legally permissible. You also agree to file all required property tax returns and promptly pay all property taxes which may be assessed against the Equipment during the term of this Lease and, if we ask, provide us with proof of payment. You agree that if we are required by the applicable taxing jurisdiction to pay such taxes, you will promptly reimburse us for such tax payment.

5. **LATE CHARGES.** For any payment which is not received within three (3) days of its due date, you agree to pay a late charge not to exceed the higher of 10% of the amount due or \$35 (not to exceed the maximum amount permitted by law) as reasonable collection costs.

6. **OWNERSHIP, USE, MAINTENANCE AND REPAIR.** The parties agree that it is their mutual intention that you shall be considered the owner of the Equipment (other than Software) for various purposes, including federal income tax purposes, as of the Commencement Date, and you hereby grant to us and we reserve a security interest in the Equipment to secure all of your obligations under this Lease. We hereby assign to you all our rights under any manufacturer and/or supplier warranties, so long as you are not in default hereunder. You must keep the Equipment free of liens. You may not remove the Equipment from the address indicated on page 1 of this Lease without first obtaining our approval. You agree to: (a) keep the Equipment in your exclusive control and possession; (b) use the Equipment in conformity with all insurance requirements, manufacturer's instructions and manuals; (c) keep the Equipment repaired and maintained in good working order and as required by the manufacturer's warranty, certification and standard full service maintenance contract; and (d) give us reasonable access to inspect the Equipment and its maintenance and other records.

7. **INDEMNITY.** You are responsible for all losses, damages, claims, infringement claims, injuries and attorneys' fees and costs, including, without limitation, those incurred in connection with responding to subpoenas, third party or otherwise ("Claims"), incurred or asserted by any person, in any manner relating to the Equipment, including its use, condition or possession. You agree to defend and indemnify us against all Claims, although we reserve the right to control the defense and to select or approve defense counsel. This indemnity continues beyond the termination of this Lease for acts or omissions which occurred during the Term of this Lease.

8. **LOSS OR DAMAGE.** If any item of Equipment is lost, stolen or damaged you will, at our option and your cost, either: (a) repair the item or replace the item with a comparable item reasonably acceptable to us; or (b) pay us the sum of the following amounts (such sum hereinafter the "Casualty Value"): (i) all past due and current Lease Payments and Lease Charges; plus (ii) the present value of all remaining Lease Payments for the effected item(s) of Equipment, discounted at the rate of 6% per annum (or the lowest rate permitted by law, whichever is higher). Upon our receipt of the Casualty Value, we will release any security interest which we may have in the effected item(s) for which payment is made, and transfer to you all our right, title and interest in such effected item(s) AS-IS AND WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION, TITLE OR VALUE. Insurance proceeds shall be applied toward repair, replacement or payment hereunder, as applicable. No such loss or damage shall relieve you of your payment obligations hereunder.

9. **INSURANCE.** You agree, at your cost, to: (a) keep the Equipment insured against all risks of physical loss or damage for its full replacement value, naming us as loss payees as our interests may appear; and (b) maintain public liability insurance, covering personal injury and Equipment damage for not less than \$300,000 per occurrence, naming us as additional insured. The policy must be issued by an insurance carrier acceptable to us, must provide us with not less than 15 days' prior written notice of cancellation, non-renewal or amendment, and must provide deductible amounts acceptable to us. If you do not provide acceptable insurance, we have the right, but no obligation, to obtain insurance covering our interest (and only our interest) in the Equipment for the Lease Term and any renewals. Any insurance we obtain will not insure you against third party or liability claims and may be cancelled at any time. In the event we elect to obtain such insurance, you will be required to pay us an additional amount each Billing Period for the cost of such insurance and an administrative fee, the cost of which insurance and administrative fee may be more than the cost to obtain your own insurance and on which we may make a profit.

10. **DEFAULT.** You will be in default under this Lease if: (a) you fail to remit to us any payment within ten (10) days of the due date or breach any other obligation under this Lease; (b) a petition is filed by or against you or any guarantor under any bankruptcy or insolvency law; or (c) any representation made by you is false or misleading in any material respect; (d) you become insolvent, are liquidated or dissolved, merge, transfer a material portion of your ownership interest or assets, stop doing business, or assign rights or property for the benefit of creditors; or (e) you default under any other agreement with us or our assignees.

11. **REMEDIES.** If you default, we may do one or more of the following: (a) recover from you, AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY, the sum of: (i) all past due and current Lease Payments and Lease Charges; and (ii) the present value of all remaining Lease Payments, discounted at the rate of 6% per annum (or the lowest rate permitted by law, whichever is higher); (b) declare any other agreements between us in default; (c) require you to return all of the Equipment in the manner outlined in Section 12, or take possession of the Equipment, in which case we shall not be held responsible for any losses directly or indirectly arising out of, or by reason of the presence and/or use of any and all proprietary information residing on or within the Equipment, and to lease or sell the Equipment or any portion thereof, and to apply the proceeds, less reasonable selling and administrative expenses, to the amounts due hereunder; (d) charge you interest on all amounts due us from the due date until paid at the rate of 1-1/2% per month, but in no event more than the lawful maximum rate; and (e) charge you for expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, attorneys' fees and court costs. These remedies are cumulative, are in addition to any other remedies provided for by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right.

12. **END OF TERM: RETURN OF EQUIPMENT.** If you are not in default, and all of your obligations under this Lease have been satisfied, including receipt by us of all monies due under this Lease, including but not limited to, the periodic scheduled payments, late charges, and reimbursement for property taxes (if applicable), we will release any security interest which we may have in the Equipment at the end of the Term. You shall have no obligation to provide any end-of-term notice to us, and this Lease shall not be renewed. If you are in default, (or a non-appropriation of funds occurs) you shall: (1) return all of the Equipment, freight and insurance prepaid at your cost and risk, to wherever we indicate in the continental United States, with all manuals and logs, in good order and condition (except for ordinary wear and tear from normal use), packed per the shipping company's specifications; and (2) securely remove all data from any and all disk drives or magnetic media prior to returning the Equipment (and you are solely responsible for selecting an appropriate removal standard that meets your business needs and complies with applicable laws). You will pay us for any loss in value resulting from the failure to maintain the Equipment in accordance with this Lease or for damages incurred in shipping and handling.

13. **ASSIGNMENT.** You may not assign or dispose of any rights or obligations under this Lease or sublease the Equipment without our prior written consent. We may, without notifying you: (a) assign all or any portion of this Lease or our interest in the Equipment; and (b) release information we have about you and this Lease to the manufacturer, Supplier or any prospective investor, participant or purchaser of this Lease. If we do make an assignment under subsection 13(a) above, our assignee will have all of our rights under this Lease, but none of our obligations. You agree not to assert against our assignee claims, offsets or defenses you may have against us.

14. **MISCELLANEOUS.** Notices must be in writing and will be deemed given five (5) days after mailing to your (or our) business address. You represent that: (a) you are the entity indicated in this Lease; (b) any documents required to be delivered in connection with this Lease (collectively, the "Documents") have been duly authorized by you in accordance with all applicable laws, rules, ordinances and regulations; (c) the Documents are valid, legal, binding agreements, enforceable with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body, and hold the offices indicated below their signatures; (d) the Equipment is essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and shall be used during the Term only by you to perform such function; (e) you intend to use the Equipment for the entire Term and shall take all necessary action to include in your annual budget any funds required to fulfill your obligations each fiscal period during the Term; (f) you have complied fully with all applicable law governing open meetings, public bidding and appropriations, required in connection with this Lease and the debt under applicable state law; (g) your obligations to remit Lease Payments constitutes a current expense and not a debt under applicable state law; (h) this Lease is binding on you and your successors and assigns; (i) all financial information you have provided is true and a reasonable representation of your financial condition; (j) you shall not do or cause to be done any act which shall cause, or by omission of any act allow the interest portion of any Lease Payment to become includible in our gross income for Federal income taxation purposes under the Internal Revenue Service Code of 1986 as amended (the "Code"); (k) you shall maintain a complete and accurate account of all assignments of this Lease in the form sufficient to comply with book entry requirements of Section 149(a) of the Code and the regulations prescribed thereunder from time to time; and (l) you shall comply with the information reporting requirements of Section 149(e) of the Code. Such compliance shall include, but not be limited to, the execution of 8038-G or 8038-GC Information Returns. This Lease: (i) constitutes the entire agreement of the parties with respect to the subject matter thereof; (ii) supersedes all other writings, communications, understandings, agreements, purchase orders, solicitation documents (including, without limitation, any request for proposal and responses thereto and other related documents (together, the "Bid Documents")) and other representations, express or implied ("Prior Understandings"), and may not be contradicted or amended by Prior Understandings; and (iii) may be amended or modified only by written documents duly authorized, executed and delivered by the parties. This Lease is binding on you and your successors and assigns. You authorize us, our agent or our assignee to: (a) obtain credit reports and make credit inquiries; (b) furnish your information, including credit application, payment history and account information to credit reporting agencies and our assignees, potential purchasers or investors having an economic interest in this Lease or the Equipment, including, without limitation, the seller, Supplier or any manufacturer of the Equipment; and (c) you irrevocably grant us the power to prepare, sign on your behalf (if applicable), and file, electronically or otherwise Uniform Commercial Code ("UCC") financing statements and any amendments thereto or continuation thereof relating to the Equipment, and containing any other information required by the applicable UCC. Any claim you have against us must be made within two (2) years after the event which caused it. If a court finds any provision of this Lease to be unenforceable, all other terms shall remain in effect and enforceable. You authorize us to insert or correct missing information on this Lease, including your proper legal name, serial numbers and any other information describing the Equipment. If you so request, and we permit the early termination of this Lease, you agree to pay a fee for such privilege. THE PARTIES INTEND THIS TO BE A "FINANCE LEASE" UNDER ARTICLE 2A OF THE UCC. YOU WAIVE ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UCC. YOU FURTHER HEREBY ACKNOWLEDGE AND AGREE THAT WE AND/OR SUPPLIER MAY MAKE A PROFIT ON ANY AND ALL FEES REFERENCED HEREIN AND, IN SO DOING WAIVE ANY AND ALL CLAIM WHICH YOU MAY HAVE FOR UNJUST ENRICHMENT. We may receive compensation from the manufacturer and/or Supplier of the Equipment in order to enable us to reduce the cost of this Lease below what we otherwise would charge. If we received such compensation, the reduction in the cost of this Lease is reflected in the Lease Payment.

15. **PAYMENT AMOUNTS.** For purposes of the amortization of the Equipment cost, each Lease Payment, including any Advance Payment, will be considered received on the date it is required to be paid under this Lease, and any Document Fee will be considered received on the date of this Lease. The Interest Rate set forth above has been rounded to two decimal places for ease of reference, but the interest on the Equipment cost may be calculated at the Interest Rate with more than two decimal places. The financial terms of the Lease may have been determined taking into account fees the Lessor has paid to, or rebates, discounts, subsidies, or other compensation or financial benefits (including the ability to fund over time amounts that may be financed under the Lease) Lessor has received from, the Equipment supplier, a broker, or other third party in connection with the Lease.

16. **LIMITATIONS ON CHARGES.** This Section controls over every other part of this Lease and over all other documents now or later pertaining to this Lease. We both intend to comply with all applicable laws. In no event will we charge or collect any amounts in excess of those allowed by applicable law. Any part of this Lease or any other documents now or hereafter pertaining to the Lease that could, but for this Section, be read under any circumstance to allow for a charge higher than that allowable under any applicable legal limit, is limited and modified by this Section to limit the amounts chargeable under this Lease to the maximum amount allowed under the legal limit. If in any circumstance, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by us in excess of that legally allowed will be applied by us to the payment of amounts legally owed under this Lease, or refunded to you.

17. **ELECTRONIC TRANSMISSION OF DOCUMENTATION.** This Lease may be executed (manually or electronically) in counterparts. The executed counterpart which (a) has our original signature (if executed by us manually), (b) is electronically maintained by us (if executed by us electronically), and/or (c) is in our possession shall constitute chattel paper as that term is defined in the UCC and shall constitute the original agreement for all purposes, including, without limitation: (i) any hearing, trial or proceeding with respect to this Lease; and (ii) any determination as to which version of this Lease constitutes the single true original item of chattel paper under the UCC. If you sign (manually or electronically) and transmit this Lease to us by facsimile or other electronic transmission, the transmitted copy shall be binding upon the parties. You agree that the facsimile or other similar electronic transmission of this Lease manually or electronically signed by us, when attached to the facsimile or other electronic copy manually or electronically signed by you, shall constitute the original agreement for all purposes. The parties further agree that, for purposes of executing this Lease, and subject to our prior approval and at our sole discretion: (a) a document signed (manually or electronically) and transmitted by facsimile or other electronic transmission shall be treated as an original document; (b) the signature of any party on such document shall be considered as an original signature; (c) the document transmitted shall have the same effect as a counterpart thereof containing original signature; and (d) at our request, you, who executed this Lease manually and transmitted its signature by facsimile or other electronic transmission shall provide the counterpart of this Lease containing your original manual signature to us. No party may raise as a defense to the enforcement of this Lease that a facsimile or other electronic transmission was used to transmit any signature of a party to this Lease.



Agreement Number: \_\_\_\_\_

## Equipment Schedule A

<b>Equipment Model &amp; Description</b>	<b>Accessories</b>
Konica Bizhub 958	LCF, Finisher, Relay Unit, Card Reader & Mount Kit
Konica Bizhub 958	LCF, Finisher, Relay Unit, Card Reader & Mount Kit
Konica bizhub C650i	Paper Feed Cabinet, Finisher (floor), Hole Punch Kit, Relay Unit, Fax Kit, Card Reader & Mount Kit
HP E87650z	Cabinet & Inner Finisher
HP E87650z	Cabinet & Inner Finisher
HP E87650z	Cabinet & Inner Finisher
HP E87650z	Cabinet, Inner Finisher & Fax
HP E87650z	Cabinet, Inner Finisher & Fax
HP E52645c	Fax
HP E52645c	Fax
HP E52645c	Fax
HP E52645c	Fax
HP E52645c	Fax

**Customer Name** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Print Name** \_\_\_\_\_

**Print Title** \_\_\_\_\_

*Note: Signature must be same as on lease*

**Information Return for Small Tax-Exempt  
 Governmental Bond Issues, Leases, and Installment Sales**  
 ▶ Under Internal Revenue Code section 149(e)  
**Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G.**  
 ▶ Go to [www.irs.gov/Form8038GC](http://www.irs.gov/Form8038GC) for instructions and the latest information.

OMB No. 1545-0047

<b>Part I Reporting Authority</b>		Check box if Amended Return <input type="checkbox"/>
1 Issuer's name <b>Roselle School District 12</b>		2 Issuer's employer identification number (EIN) <b>36-6004483</b>
3 Number and street (or P.O. box if mail isn't delivered to street address) <b>100 E. Walnut Street</b>		Room/suite
4 City, town, or post office, state, and ZIP code <b>Roselle, Illinois 60172</b>		5 Report number (For IRS Use Only)
6 Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information <b>Gregory Harris - Assistant Superintendent of Finance &amp; Operations</b>		7 Telephone number of officer or legal representative <b>630-529-2091</b>

<b>Part II Description of Obligations</b>		Check one box: <input type="checkbox"/> Single issue <input type="checkbox"/> Consolidated return	
8a Issue price of obligation(s) (see instructions)		8a	
b Issue date (single issue) or calendar date (consolidated). Enter date in MM/DD/YYYY format (for example, 01/01/2009) (see instructions) ▶			
9 Amount of the reported obligation(s) on line 8a that is:			
a For leases for vehicles		9a	
b For leases for office equipment		9b	
c For leases for real property		9c	
d For leases for other (see instructions)		9d	
e For bank loans for vehicles		9e	
f For bank loans for office equipment		9f	
g For bank loans for real property		9g	
h For bank loans for other (see instructions)		9h	
i Used to refund prior issue(s)		9i	
j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)		9j	
k Other		9k	
10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box ▶	<input type="checkbox"/>		
11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions) ▶	<input type="checkbox"/>		
12 Vendor's or bank's name:			
13 Vendor's or bank's employer identification number:			

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person(s) that I have authorized above.

<b>Signature and Consent</b>	Signature of issuer's authorized representative <i>Gregory Harris</i>	Date <i>4/12/22</i>	Type of print name and title <i>Gregory Harris, Assistant Superintendent</i>
	Print/Type preparer's name	Preparer's signature	Date
<b>Paid Preparer Use Only</b>	Firm's name ▶	Firm's EIN ▶	Check <input type="checkbox"/> if self-employed
	Firm's address ▶	Phone no.	PTIN

**Future Developments**  
 For the latest information about developments related to Form 8038-GC and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/Form8038GC](http://www.irs.gov/Form8038GC).

**General Instructions**  
 Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**  
 Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

**Who Must File**  
 Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.  
 Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Bonds.  
**Filing a separate return for a single issue.**  
 Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.  
 An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to

pay a penalty in lieu of arbitrage rebate. See the instructions for line 11, later.

**Filing a consolidated return for multiple issues.** For all tax-exempt governmental obligations with issue prices of less than \$100,000 that aren't reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.  
 Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

## When To File

To file a separate return for a single issue, file Form 8038-GC on or before the 15th day of the 2nd calendar month after the close of the calendar quarter in which the issue is issued.

To file a consolidated return for multiple issues, file Form 8038-GC on or before February 15 of the calendar year following the year in which the issue is issued.

**Late filing.** An issuer may be granted an extension of time to file Form 8038-GC under section 3 of Rev. Proc. 2002-48, 2002-37 I.R.B. 531, if it is determined that the failure to file on time isn't due to willful neglect. Write at the top of the form, "Request for Relief under section 3 of Rev. Proc. 2002-48." Attach to the Form 8038-GC a letter briefly stating why the form wasn't submitted to the IRS on time. Also, indicate whether the obligation in question is under examination by the IRS. Don't submit copies of any bond documents, leases, or installment sale documents. See *Where To File* next.

## Where To File

File Form 8038-GC and any attachments at the following address.

Department of the Treasury  
Internal Revenue Service Center  
Ogden, UT 84201

**Private delivery services (PDS).** You can use certain PDS designated by the IRS to meet the "timely mailing as timely filing/paying" rule for tax returns and payments. These PDS include only the following:

- DHL Express (DHL): DHL Same Day Service.
- Federal Express (FedEx): FedEx Priority Overnight, FedEx Standard Overnight, FedEx 2Day, FedEx International Priority, and FedEx International First.
- United Parcel Service (UPS): UPS Next Day Air, UPS Next Day Air Saver, UPS 2nd Day Air, UPS 2nd Day Air A.M., UPS Worldwide Express Plus, and UPS Worldwide Express.

The PDS can tell you how to get written proof of the mailing date.

## Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the federal government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate. For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

For a tax-exempt governmental obligation with an issue price of \$100,000 or more, use Form 8038-G.

## Rounding to Whole Dollars

You may show the money items on this return as whole-dollar amounts. To do so, drop any amount less than 50 cents and increase any amount from 50 to 99 cents to the next higher dollar. For example, \$1.49 becomes \$1 and \$2.50 becomes \$3. If two or more amounts must be added to figure the amount to enter on a line, include cents when adding the amounts and round off only the total.

## Definitions

**Obligations.** This refers to a single tax-exempt governmental obligation if Form 8038-GC is used for separate reporting or to multiple tax-exempt governmental obligations if the form is used for consolidated reporting.

**Tax-exempt obligation.** This is any obligation including a bond, installment purchase agreement, or financial lease on which the interest is excluded from income under section 103.

**Tax-exempt governmental obligation.** A tax-exempt obligation that isn't a private activity bond (see below) is a tax-exempt governmental obligation. This includes a bond issued by a qualified volunteer fire department under section 150(e).

**Private activity bond.** This includes an obligation issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use, and
- More than 10% of the payment of principal or interest of the issue is either (a) secured by an interest in property to be used for a private business use (or payments for such property) or (b) to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which (a) are to be used to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and (b) exceeds the lesser of 5% of the proceeds or \$5 million.

**Issue.** Generally, obligations are treated as part of the same issue only if they are issued by the same issuer, on the same date, and as part of a single transaction, or a series of related transactions. However, obligations issued during the same calendar year (a) under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan") or (b) with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a draw-down loan that meets the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

**Arbitrage rebate.** Generally, interest on a state or local bond isn't tax-exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

**Construction issue.** This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds of the issue are to be used for construction expenditures with respect to property to be owned by a governmental unit or a 501(c)(3) organization, and

2. All of the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that aren't private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1-1/2% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

## Specific Instructions

In general, a Form 8038-GC must be completed on the basis of available information and reasonable expectations as of the date of issue. However, forms that are filed on a consolidated basis may be completed on the basis of information readily available to the issuer at the close of the calendar year to which the form relates, supplemented by estimates made in good faith.

## Part I—Reporting Authority

**Amended return.** An issuer may file an amended return to change or add to the information reported on a previously filed return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the *Amended Return* box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new corrected information. Attach an explanation of the reason for the amended return and write across the top "Amended Return Explanation."

**Line 1.** The issuer's name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. In the case of a lease or installment sale, the issuer is the lessee or purchaser.

**Line 2.** An issuer that doesn't have an employer identification number (EIN) should apply for one online by visiting the IRS website at [www.irs.gov/EIN](http://www.irs.gov/EIN). The organization may also apply for an EIN by faxing or mailing Form SS-4 to the IRS.

**Lines 3 and 4.** Enter the issuer's address or the address of the designated contact person listed on line 6. If the issuer wishes to use its own address and the issuer receives its mail in care of a third party authorized representative (such as an accountant or attorney), enter on the street address line "C/O" followed by the third party's name and street address or P.O. box. Include the suite, room, or other unit number after the street address. If the post office doesn't deliver



mail to the street address and the issuer has a P.O. box, show the box number instead of the street address. If a change in address occurs after the return is filed, use Form 8822, Change of Address, to notify the IRS of the new address.

**Note:** The address entered on lines 3 and 4 is the address the IRS will use for all written communications regarding the processing of this return, including any notices. By authorizing a person other than an authorized officer or other employee of the issuer to communicate with the IRS and whom the IRS may contact about this return, the issuer authorizes the IRS to communicate directly with the individual listed on line 6, whose address is entered on lines 3 and 4 and consents to disclose the issuer's return information to that individual, as necessary, to process this return.

**Line 5.** This line is for IRS use only. Don't make any entries in this box.

## Part II—Description of Obligations

Check the appropriate box designating this as a return on a single issue basis or a consolidated return basis.

**Line 8a.** The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus, when issued for cash, the issue price is the price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

**Line 8b.** For a single issue, enter the date of issue (for example, 03/15/2020 for a single issue issued on March 15, 2020), generally the date on which the issuer physically exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds; for a lease or installment sale, enter the date interest starts to accrue. For issues reported on a consolidated basis, enter the first day of the calendar year during which the obligations were issued (for example, for calendar year 2020, enter 01/01/2020).

**Lines 9a through 9h.** Complete this section if property other than cash is exchanged for the obligation, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a "municipal lease.") Also, complete this section if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal.

Don't complete lines 9a through 9d if the proceeds of an obligation are received in the form of cash even if the term "lease" is used in the title of the issue. For lines 9a through 9d, enter the amount on the appropriate line that represents a lease or installment

purchase. For line 9d, enter the type of item that is leased. For lines 9e through 9h, enter the amount on the appropriate line that represents a bank loan. For line 9h, enter the type of bank loan.

**Lines 9i and 9j.** For line 9i, enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds, including proceeds that will be used to fund an escrow account for this purpose. Several lines may apply to a particular obligation. For example, report on lines 9i and 9j obligations used to refund prior issues which represent loans from the proceeds of another tax-exempt obligation.

**Line 9k.** Enter on line 9k the amount on line 8a that doesn't represent an obligation described on lines 9a through 9j.

**Line 10.** Check this box if the issuer has designated any issue as a "small issuer exception" under section 265(b)(3)(B)(i)(III).

**Line 11.** Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Don't make any payment of penalty in lieu of rebate with Form 8038-GC. See Rev. Proc. 92-22, 1992-1 C.B. 736, for rules regarding the "election document."

**Line 12.** Enter the name of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

**Line 13.** Enter the employer identification number of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

## Signature and Consent

An authorized representative of the issuer must sign Form 8038-GC and any applicable certification. Also, write the name and title of the person signing Form 8038-GC. The authorized representative of the issuer signing this form must have the authority to consent to the disclosure of the issuer's return information, as necessary to process this return, to the person(s) that has been designated in this form.

**Note:** If the issuer authorizes on line 6 the IRS to communicate with a person other than an officer or other employee of the issuer (such authorization shall include contact both in writing regardless of the address entered on lines 3 and 4, and by telephone), by signing this form, the issuer's authorized representative consents to the disclosure of the issuer's return information, as necessary to process this return, to such person.

## Paid Preparer

If an authorized representative of the issuer filled in its return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization shouldn't sign the return. Certain others who prepare the return shouldn't sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., shouldn't sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the *Paid Preparer Use Only* area of the return. A paid preparer cannot use a social security number in the *Paid Preparer Use Only* box. The paid preparer must use a preparer tax identification number (PTIN). If the paid preparer is self-employed, the preparer should enter his or her address in the box.

The paid preparer must:

- Sign the return in the space provided for the preparer's signature, and
- Give a copy of the return to the issuer.

## Paperwork Reduction Act Notice

We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form will vary depending on individual circumstances. The estimated burden for tax exempt organizations filing this form is approved under OMB control number 1545-0047 and is included in the estimates shown in the instructions for their information return.

If you have suggestions for making this form simpler, we would be happy to hear from you. You can send us comments through [www.irs.gov/FormComments](http://www.irs.gov/FormComments). Or you can write to:

Internal Revenue Service  
Tax Forms and Publications  
1111 Constitution Ave. NW, IR-6526  
Washington, DC 20224

**Do not** send Form 8038-GC to this address. Instead, see *Where To File*, earlier.



# CERTIFICATE OF DATA DESTRUCTION

## IMAGETEC L.P.

The following units have had the hard drives cleaned and/or removed as described in our agreement for IMAGETEC and Roselle School District 12.

CUSTOMER NUMBER: RS16

CUSTOMER ADDRESS: 100 E Walnut Street Roselle, IL 60172

	Model	Serial #	Date
1	Konica bizhub C658	A79J011003814	
2	Samsung M4580FX	07H6BJFGC0000HV	
3	Samsung M4580FX	07H6BJFGC00011V	
4	Samsung M4580FX	07H6BJFGB000QJ	
5	Samsung M4580FX	07H6BJFH4000D4F	
6	Samsung M4580FX	07H6BJFH60007KL	
7	Samsung M4580FX	07H6BJFGC0000DK	
8	Samsung X7500GX	082SBJNJ400009K	
9	Samsung X7500GX	082SBJNJ400004E	
10	Samsung X7500GX	082SBJNJ400001F	
11	Samsung X7500GX	082SBJNJ100004R	
12	Samsung X7500GX	082SBJNJ400003Y	
13	Konica bizhub 958	A796011000661	
14	Konica bizhub 958	A796011000639	
15			

IMAGETEC Technical Representative  
Representative

Roselle School District 12  
  
(company Name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

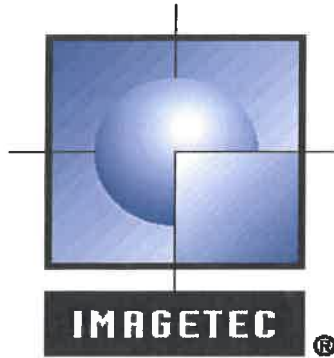
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\*\*Email or fax back to Lisa Penticoff at [lpenticoff@imagetec.com](mailto:lpenticoff@imagetec.com) or 815-759-6006.



**BILL OF SALE**

The undersigned, for One Dollar (\$1.00) and the other good valuable considerations, the receipt and sufficiency of which are hereby acknowledged, hereby sells, transfers and assigns all of its right title and interest in and to the equipment described below to IMAGETEC L.P.

<b>Make/Model</b>	<b>Serial</b>	<b>ID Tag</b>
Konica bizhub C658	A79J011003814	E22376
Samsung M4580FX	07H6BJFGC0000HV	E22371
Samsung M4580FX	07H6BJFGC00011V	E22370
Konica bizhub 958	A796011000661	E22374
Samsung M4580FX	07H6BJFGB000QJ	E22369
Samsung M4580FX	07H6BJFH4000D4F	E22368
Samsung X7500GX	082SBJNJ100004R	E22367
Samsung X7500GX	082SBJNJ400004E	E22366
Samsung X7500GX	082SBJNJ400001F	E22363
Konica bizhub 958	A796011000639	E22375
Samsung M4580FX	07H6BJFH60007KL	E22373
Samsung M4580FX	07H6BJFGC0000DK	E22372
Samsung X7500GX	082SBJNJ400009K	E22365
Samsung X7500GX	082SBJNJ400003Y	E22364

To have and to hold the same unto IMAGETEC L.P. and its assigns. And it does covenant and warrant the same is free from all encumbrances and that it has the right to sell the same, and will warrant and defend IMAGETEC L.P. and its assigns against the lawful claims and demands of all persons.

IN WITNESS-WHEREOF the undersigned has caused these presents to be signed \_\_\_\_\_.

Roselle SD 12 \_\_\_\_\_  
Corporate Name

100 E Walnut Street \_\_\_\_\_  
Address

By \_\_\_\_\_

City: Roselle State: IL Zip: 60172

\_\_\_\_\_  
(Print Name and Title)

(630) 529-2091 \_\_\_\_\_  
Phone Number