



**Cell Business Equipment**  
 4A Mason, Irvine, CA 92618  
 Tel: 800.266.4CBE  
 Tel: 949.830.1400  
 Fax: 949.830.3337  
 www.kopiers.com

# Sales Agreement

Purchase Order No.	Date	Terms	Install Date	Salesperson
	10/25/2016			Alex Mac

**SOLD TO:**

<u>Ocean Charter School</u>
<u>12606 Culver Blvd.</u>
<u>Los Angeles, CA 90066</u>
Phone: <u>310-827-5511</u>
Fax: <u>310-827-2012</u>

Phone:	
Fax:	

Qty	P/N S/N	Description	Price	Amount
1		Sharp MX-3070N		
1		Inner Finisher		
1		Extra Paper Trays		
1		MX-6240		
1		Staple Finisher		
1		Surge Protector		

Lease Terms	Mos	\$ Per Mo.	\$ Sec. Dep/Pur Option
	63	\$1,021	

**SUBJECT TO LEASE APPROVAL - NON CANCELLABLE LEASE**

**Additional Notes:**  
 Service Contract to include all parts, labor, service and supplies ( excludes paper) Service to be billed at .006 B&W and .069 color. CBE will satisfy current Canon lease and send back the machine. CBE will also pay Ocean Charter \$3,000 to cover the final 3 payments on their Ricoh lease. We will also pick up the Ricoh and ship it back to the leasing company.

Subtotal	
Initial Set-up	
Sales Tax	
Delivery	
Trade-In	
<b>Total Due</b>	
Amount Paid	
<b>Balance Due</b>	

Customer Signature:	Title:	Date:
_____	_____	_____
CBE Acceptance	Title:	Date:
_____	_____	_____

**SIGNATURES BY BOTH PARTIES ACT AS A BINDING CONTRACT AND CANNOT BE CANCELLED OR TERMINATED**

**EQUIPMENT DESCRIPTION**

Equipment MFG Model & Description	Serial Number	Accessories
(1) Sharp MX-3070 & (1) Sharp MX-M754		
<input type="checkbox"/> See attached schedule for additional Equipment / Accessories		

Billing Address: 12606 Culver Blvd. Los Angeles, CA 90066  
 Equipment Location: \_\_\_\_\_

SUPPLIER	TRANSACTION TERMS
Cell Business Equipment 4 A Mason Ste. A Irvine, CA 92618	Term: <u>63</u> (months) Minimum Monthly Payment: \$ <u>1,021</u> (plus applicable taxes) Excess Per Image Billing Preference (monthly if not checked) <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Annually Supplier Fuel/Freight Fee: \$ _____ per month (Not to exceed \$75.00 per month) The following additional payments are due on the date this Agreement is signed by you: Advance Payment: \$ <u>0</u> (plus applicable taxes) Applied to: <input type="checkbox"/> First <input type="checkbox"/> Last Document Fee: \$75.00 (included on first invoice)

Image Type	Minimum Number of Images	Excess Per Image Charge
B&W	0	.006
Color	0	.069

YOU HAVE SELECTED THE EQUIPMENT. THE SUPPLIER AND ITS REPRESENTATIVES ARE NOT AGENTS OF ANY ASSIGNEE OF OWNER AND ARE NOT AUTHORIZED TO MODIFY THE TERMS OF THIS AGREEMENT. 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 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 AGREEMENT AND YOU ACKNOWLEDGE THAT WE ARE AN INDEPENDENT CONTRACTOR AND NOT A FIDUCIARY OF CUSTOMER. YOU WILL OBTAIN YOUR OWN LEGAL, TAX AND ACCOUNTING ADVICE RELATED TO THIS AGREEMENT AND WILL MAKE YOUR OWN DETERMINATION OF THE PROPER AGREEMENT TERM FOR ACCOUNTING PURPOSES. 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 AGREEMENT SHALL BE DEEMED FULLY EXECUTED AND PERFORMED IN IOWA OR THE STATE OF OWNER OR ITS ASSIGNEE'S PRINCIPAL PLACE OF BUSINESS, AS ELECTED BY OWNER OR ITS ASSIGNEE, AND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH SUCH LAWS. IF OWNER OR ITS ASSIGNEE SHALL BRING ANY JUDICIAL PROCEEDING IN RELATION TO ANY MATTER ARISING UNDER THIS AGREEMENT, YOU HEREBY IRREVOCABLY AGREE THAT ANY SUCH MATTER MAY BE ADJUDGED OR DETERMINED IN ANY COURT OR COURTS IN THE STATE OF IOWA OR THE STATE OF THE OWNER OR ITS ASSIGNEE'S PRINCIPAL PLACE OF BUSINESS, OR IN ANY OTHER COURT OR COURTS HAVING JURISDICTION OVER YOU OR YOUR ASSETS, ALL AT THE SOLE ELECTION OF THE OWNER OR ITS ASSIGNEE. YOU HEREBY IRREVOCABLY SUBMIT GENERALLY AND UNCONDITIONALLY TO THE JURISDICTION OF ANY SUCH COURT SO ELECTED BY THE OWNER OR ITS ASSIGNEE IN RELATION TO SUCH MATTERS. 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 AGREEMENT, YOU ACKNOWLEDGE RECEIPT OF PAGES 1 AND 2 OF THIS AGREEMENT AND AGREE TO THE TERMS OF 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**

- COMMENCEMENT OF AGREEMENT.** Commencement of this Agreement 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 Agreement 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 Agreement. You agree to inspect the Equipment upon delivery and verify by telephone or in writing such information as we may require. The Equipment is accepted by you under this Agreement unless you notify us within three (3) days of delivery that you do not accept the Equipment and specify the defect or malfunction. In that event, we will replace the defective item of Equipment or cancel this Agreement and you will assume all our rights under any purchase order or agreement entered into by us to buy the Equipment. If you signed a purchase order or similar agreement for the purchase of the Equipment, by signing this Agreement 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 Agreement.
- IMAGE CHARGES.** Each month during the Term of this Agreement, you agree to remit to us the Minimum Monthly Payment ("Minimum Payment") and all other sums when due and payable at the address we provide to you from time to time. In return for the Minimum Payment, you are entitled to produce the Minimum Number of Images for each applicable Image Type each month. 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 Agreement 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. Minimum Payments will include any freight, delivery, installation and other expenses we finance on your behalf at your request. You also agree to pay us the applicable Excess Per Image Charge (plus applicable taxes) for each metered image that exceeds the applicable Minimum Number of Images. We may estimate the number of images produced if you do not provide us with meter readings within seven (7) days of request. We will adjust the estimated charge for excess images upon receipt of actual meter readings. Notwithstanding any adjustments, you will never pay us less than the Minimum Payment. You agree that after the first twelve (12) months of the Term (or any extension or renewal) of this Agreement, and at the end of each following twelve (12) month period thereafter, the Minimum Payments and Excess Per Image Charges may be increased by an amount equal to the lesser of: (a) up to 15% of the Minimum Payments and Excess Per Image Charges in effect at the end of the prior twelve (12) month period; or (b) the maximum percentage permitted by applicable law. At our option, you will: (a) provide us by telephone or facsimile the actual meter readings when requested by us; (b) provide us (or our agent) access to the Equipment to obtain meter readings; or (c) allow us (or our agent) to attach an automatic meter reading device to the Equipment. We may audit any automatic meter reading device periodically. Minimum Payments are due whether or not you receive an invoice. If you have a dispute with the Supplier regarding the Equipment or any service, repair or maintenance of the Equipment (including without limitation, any Equipment designated "Service Only"), you shall continue to pay us all Minimum Payments and Excess Per Image Charges without deduction or withholding of any amounts. You authorize us to adjust the Minimum 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. You agree to pay us an interim payment from and including the Commencement Date through, but not including, the payment due date of the month next following the Commencement Date (the "Interim Rent Period") at a rate equal to 1/30th of the Minimum Payment set forth herein for each calendar day during the Interim Rent Period.
- OTHER CHARGES.** You agree to: (a) pay all assessments, taxes and charges governmentally imposed upon Owner's purchase, ownership, possession, leasing, renting, operation, control or use and pay all premiums and other costs of insuring the Equipment; (b) reimburse us for all costs and expenses incurred in enforcing this Agreement; and (c) pay all other costs and expenses for which you are obligated under this Agreement. You agree, at

OWNER ("We", "Us")	CUSTOMER ("You")
Cell Business Equipment  By: X _____ Name: _____ Title: _____ Date: _____	Westside Waldorf Method Charte (Customer Full Legal Name)  By: X _____ Name: _____ Title: _____ Date: <u>10/25/2016</u> Federal Tax ID: _____