



BAMILL, LLC dba

# Office Equipment Rental Company

233 West Main Street, Danville, KY 40422 859-236-6618

THIS EQUIPMENT LEASE AGREEMENT, made and entered into this 31st day of August, 2018 by and between BAMILL, LLC., a Kentucky Corporation with its principal office and place of business located at 233 West Main Street, Danville, Kentucky 40422, hereinafter referred to as FIRST PARTY, and KEDC - DANVILLE ADULT EDUCATION  
904 ROSE ROAD, ASHLAND, KY 41102  
hereinafter referred to as SECOND PARTY,

### WITNESSETH:

THAT for and in consideration of the mutual covenants and agreements contained herein, the Parties do now agree between themselves as follows:

1) The First Party hereby leases to the Second Party and the Second Party hereby leases from the First Party the following-described equipment: One Savin MP2555spfad Copier, Scanner, Printer, Fax Serial # C298R520032  
(System # 73386) with SR3130 Finisher/Stapler, One Bin Tray, Console and Surge  
Protector. P.O. # AE9034 Copier located at 508 W. Main St., Danville, KY.

2) The term of this Lease Agreement is for a period of 60 months beginning 9/1/18 and ending 9/1/23

3) The Second Party agrees to pay the First Party rent for the use of the above-described equipment in the sum of \$132.93 per month beginning 9/1/18 and continuing on the 1st day of each month thereafter for a period of 59 months during the term of this Lease Agreement. It is expressly understood that all taxes are to be added to the above payment when and if applicable. It is expressly understood that the contract prices include 50,000 copies per year. All other copies in excess of the above amount will be charged at the rate of \$.011 per copy.

4) The Second Party agrees to use the equipment in a careful and proper manner during the term of this Lease Agreement. The First Party agrees to perform at no additional cost to the Second Party all necessary maintenance required to maintain said equipment in good operating order during the term of this Lease Agreement; provided, however, that the First Party will not be responsible for maintenance or repair of damage to said equipment due to abuse or neglect of the equipment by the Second Party, its agents, servants or employees.

5) The Second Party hereby assumes and agrees to bear the entire risk of loss and damage to the equipment from any and every cause whatsoever while said equipment is in its possession. No loss or damage to the equipment, or any part thereof, shall impair any obligation of the Second Party under this Rental Agreement which shall continue in full force and effect.

6) The equipment is and shall at all times remain the personal property of the First Party, and the Second Party shall have no right, title or interest therein.

7) The Second Party Shall:

- a) Keep the equipment free and clear of all liens, encumbrances and security interests and shall not remove it from the premises described herein or do or permit anything to be done which might operate to prejudice the First Party's title;
- b) Not transfer, deliver or sublet the equipment to any other person or corporation without prior written consent of the First Party;
- c) Not assign any rights hereunder to any other person, firm or corporation without prior written consent of the First Party;
- d) Comply with all laws, ordinances and regulations applicable to the equipment and the use thereof; and
- e) Indemnify and save the First Party harmless from all claims, suits and liabilities of every character whatsoever arising from the operation and use of the equipment.

8) The First Party gives no warranty, express or implied, as to merchantability, fitness for purpose leased, description, quality, or any other matter whatsoever. There are no warranties which extend beyond the express terms contained in the Agreement.

9) Upon the expiration of the term of this Lease Agreement, the Second Party shall return the above-described equipment to the First Party in good repair, condition and working order, ordinary wear and tear resulting from proper use thereof excepted, by delivering such equipment to the First Party at the First Party's business address as set out herein.

10) If the Second Party fails to pay any rent due under this Agreement within Thirty (30) days after the same is due and payable, or if the Second Party fails to observe, keep or perform any other provision of this Lease Agreement required to be kept or performed by the Second Party, the First Party shall have the right to exercise any one or more of the following remedies:

- a) To declare the entire amount of rent hereunder immediately due and payable as to any and all items of equipment, without notice or demand to the Second Party.
- b) To take possession of any and all items of equipment, without demand or notice, wherever same may be located, without any Court order or other process of law. Any such taking of possession shall not constitute a termination of this Lease Agreement as to any and all items of equipment unless the First Party expressly so notifies the the Second Party in writing.
- c) To terminate this Lease Agreement as to any and all items of equipment.
- d) To pursue any other remedy at law or in equity, with the costs and attorney's fees of said action to be the responsibility of the Second Party.

11) Late Charges; Other Charges:

- a) If any payment is not made when due and remains unpaid for Thirty (30) days, Second Party agrees to pay a late charge at the rate of fifteen percent (15%) of such late payment or twenty-five dollars (\$25.00), whichever is greater, and each month thereafter together with a finance charge of one and one-half percent (1.5%) on any unpaid delinquent balance.

12) REMARKS: Upon expiration, Second Party may continue renting monthly or return equipment to  
Office Equipment Rental Company.

13) This instrument constitutes the entire Agreement between the Parties hereto, and no amendment shall be effective unless in writing and signed by the Parties.

**THIS IS A NONCANCELABLE/IRREVOCABLE AGREEMENT. THIS AGREEMENT CANNOT BE CANCELLED OR TERMINATED.**

IN TESTIMONY WHEREOF, witness the hand and seal of the Parties hereto to this Equipment Lease Agreement executed in duplicate on the day and year first written above.

BAMILL, LLC dba

*Office Equipment Rental Company*

BY: *Steven M. Peterson*  
FIRST PARTY

**SIGN HERE**



KEDC - DANVILLE ADULT EDUCATION

BY: \_\_\_\_\_  
SECOND PARTY SIGNATURE

BY: \_\_\_\_\_  
SECOND PARTY PRINTED NAME



233 West Main Street  
Danville, Kentucky 40422  
Phone: 859-236-8938  
Fax: 859-236-0304

Visit us at: [www.doe.bz](http://www.doe.bz)

## Maintenance Service Agreement

For the purpose of helping to maintain the equipment listed below in efficient operating condition, emergency service shall be provided without additional charge during DOE normal business hours (Monday - Friday 8:00 AM to 5:00 PM, National and DOE holidays excluded). Service required outside of DOE normal business hours will be charged at established overtime rates. It is understood that the equipment covered by this agreement is in good condition at time of acceptance of agreement.

### PARTS REPLACEMENT:

Parts or drums worn or damaged due to normal wear will be replaced at no additional charge with the exception of those parts and drums listed in the **Remarks** section. (Any supplies included at no additional charge will also be listed in Remarks).

Service provided under this agreement shall not include labor, parts, or expense necessary to repair damage caused by fire, accident or misuse that may require shop overhaul or alteration of the equipment. Such service will be rendered only after a written estimate of the additional charge has been given to and been approved by the user.

### KEY OPERATOR:

Customer agrees to make available a key operator for training purposes in the use of the equipment and agrees to notify DOE of any change in the key operator assignment. The operator's manual for each model equipment defines specific operator responsibilities. Performance of normal operator functions as described in the operator's manual are **not included** in this plan and are subject to additional charges such as installing supplies, (paper, toner, staples, etc.), as well as resetting user codes, removing misfeeds, or malfunctions due to the use of incompatible supplies.

### INSTALLATION REQUIREMENTS:

Initial installation is provided to ensure the equipment is fully functional. Customer shall insure that the machine is placed in an area that conforms to the requirements in terms of space, electrical and environmental conditions as defined in the operator's manual.

Any software, computer or network issues (subsequent to initial installation) that result in improper functioning of equipment **will not be covered** under original maintenance agreement and service will be billed at regular hourly rates. Examples of such issues: computer upgrades, workstation add-ons, relocation of equipment and incompatible software.

### TERMS:

This plan is for the term of one **(1)** year or specified copy allowance and will automatically renew for twelve **(12)** month periods at the prevailing retail rates unless written cancellation notice is given by either party thirty **(30)** days prior to renewal date. In the event of cancellation for any reason, unused supplies which are included in the plan shall become the property of DOE or the customer may pay for the supplies at the retail rates then in effect.

Customer agrees to pay the set charge in thirty **(30)** days from the date of invoice unless other terms are specified. Failure to do so may result in termination of this plan, refusal to service the equipment and/or furnish supplies, recovery of damages as a result thereof along with any cost or fees incurred in enforcing collection. Customer agrees to pay for all work done and parts installed after the expiration of the paid annual plan. Parts and labor will be billed and payable at the retail rates then in effect. Any Federal, State or local taxes applicable shall be added to each invoice for materials or services rendered under this agreement.

Name KEDC

Address 904 ROSE ROAD

City ASHLAND State KENTUCKY Zip 41102

System Location DANVILLE ADULT EDUCATION, 508 W. MAIN STREET

Phone 606-929-2215 Date 8/31/2018

MAKE	MODEL	SERIAL NUMBER	SYSTEM NUMBER
SAVIN	MP2555SPFAD	C298R520032	73386

For the above **maintenance service** we will pay Danville Office Equipment, in advance, the sum of \$550.00 per year, copy allowance 50,000, excess billed at \$.011 per copy.

Beginning meter reading: 25

**EFFECTIVE:** 9/1/2018 TO 9/1/2023

REMARKS: Contract includes toner but not staples. Service is included in  
monthly lease payment.



Approved by: \_\_\_\_\_ Title: \_\_\_\_\_

Purchase Order #: \*\*AE9034\*\* Date: \_\_\_\_\_

# BAMILL, LLC

dba Office Equipment Rental Company

## CONTRACT INVOICE

Invoice Number: INV14956  
 Invoice Date: 08/31/2018

PO BOX 1316 DANVILLE, KY 40423  
 P: 859-209-7045

**Bill To:** KEDC  
 904 ROSE RD  
 ASHLAND, KY 41102

**Customer:** KEDC  
 904 ROSE RD  
 ASHLAND, KY 41102

Account No	Payment Terms	Due Date	Invoice Total	Balance Due	
KC00	1st (Net 30)	09/01/2018	\$ 132.93	<b>\$ 132.93</b>	
Contract Number	Contact	Contract Amount	P.O. Number	Start Date	Exp. Date
C11642-01		\$ 132.93	AE9034	09/01/2018	08/31/2023
Remarks					

**Summary:**

Contract base rate charge for the 09/01/2018 to 09/30/2018 billing period	\$132.93
Contract overage charge for this overage period	\$0.00 **
	\$132.93

\*\*See overage details below

**Detail:**

**Equipment included under this contract**

**Savin/MP2555SP AD**

Number	Serial Number	Base Adj.	Location
73386	C298R520032	\$0.00	ADULT EDUCATION - DANVILLE 508 W MAIN ST DANVILLE, KY 40422 office on back side of Presbyterian Church, Walnut St

Meter Type	Meter Group	Credits	Covered	Rate
B\W	BW1		50,000	\$0.011000

Remit payment to:

Bamill, LLC  
 PO Box 1316  
 Danville, KY 40423

Invoice SubTotal	\$132.93
Tax:	\$0.00
Invoice Total	\$132.93
<b>Balance Due:</b>	<b>\$132.93</b>