EQUIPMENT LEASE AGREEMENT

[NAME OF DEPARTMENT]

PCS# [INSERT PCS #]

This Equipment Lease Agreement, including the attached equipment schedule(s) (“Contract”) is entered into between the lessor, CTX Business Solutions, Inc., dba Copytronix ("Contractor"), and the lessee, the University of Oregon ("University"). Contractor and University are each “Party” and collectively “Parties”.

1. What This Contract Does. This Contract is an operating lease and does not give University any ownership rights or the option to acquire ownership rights in the equipment, any operating software and related peripherals (the “Equipment”) that University leases from Contractor. University agrees to lease the Equipment described on Attachment A, Equipment Schedule (the "Equipment Schedule"), and Contractor agrees to furnish the Equipment to University, as set forth in this Contract. Each Equipment Schedule describes one or more pieces of the Equipment and Equipment specifications, and contains the rental amount (the “Rental Payment”), the initial term of the Contract (the “Initial Term”), and casualty values. There are different Equipment Schedules for different types of Equipment and Contract periods. If University and Contractor agree, additional Equipment may be added to this Contract by executing an additional Equipment Schedule. University agrees to pay rent for the Equipment to Contractor at its address (or to such other address as Contractor may direct in writing) in the amounts and on the dates stated in the Equipment Schedule. No rent will be due until University has inspected and accepted the Equipment. By making the first Rental Payment after its receipt of the Equipment, University will be deemed to have accepted the Equipment by the date of such payment.

2. Delivery, Acceptance, & Damage. Contractor will deliver all Equipment F.O.B. destination with all transportation and handling charges paid by Contractor. After delivery and acceptance of the Equipment by University, University agrees to bear all risk of damage, loss, theft, or destruction of the Equipment. University must inspect and accept or reject the Equipment within five business days after delivery unless a different inspection period is agreed upon. University agrees to deliver prompt written notice to Contractor of (a) loss, theft, or destruction of any Equipment, (b) any damage to any Equipment exceeding $250.00 ($250 if no sum is inserted) or (c) any claim arising out of the ownership, maintenance, or use of any Equipment. If Contractor receives insurance proceeds exceeding the amount of the then casualty value, Contractor will pay University any excess.

3. Title. Title to each piece of Equipment will remain with Contractor. University agrees to cooperate with Contractor to obtain appropriate documents to be held by Contractor on which University's and Contractor's interests are noted.

4. Representations and Warranties. Contractor represents and warrants that: (1) Contractor has the power and authority to enter into and perform this Contract; (2) The individual signing for Contractor is authorized to execute this Contract on behalf of Contractor; (3) This Contract, when executed and delivered, will be a valid and binding obligation of Contractor, enforceable in accordance with its terms; (4) Contractor’s name, as it appears in this Contract, is Contractor’s legal name, as it will appear in the Contractor’s W-9, and if Contractor is an entity rather than an individual that the entity named in this Contract is validly existing and in good standing; (5) That unless otherwise stated, all equipment will be free and clear of any liens and encumbrances and carry full manufacturer warranties as stated in the warranty certificate(s) delivered to University upon University’s request.

5. Maintenance by Contractor. At the request of University, maintenance will be included in the per copy charge provided on the Equipment Schedule. Maintenance includes all services required to keep the Equipment operating according to the manufacturer’s specifications and as otherwise provided in this Contract, which includes, but is not limited to, performing required and recommended periodic maintenance as prescribed by the manufacturer; repair and warranty work of malfunctioning Equipment; and response to unlimited requests from University for maintenance, training, or supplies during regular business hours. Maintenance includes all labor, parts, rollers, photoreceptors, supplies, periodic maintenance at manufacturer recommended intervals (as well as any travel or related expenses), manufacturer provided and recommended operational upgrades or retrofits, or any other labor or materials required to assure consistent functionality of the Equipment. Maintenance does not include paper, transparencies, labels or other stock to which a medium is applied.

Response to service calls will be within four working hours (Monday through Friday, 8:00 a.m. to 5:00 p.m.). Response to a service call will mean having a factory trained service technician capable of diagnosing and repairing the problems at the Equipment’s location. The Equipment will have a guaranteed up-time of 95% (working hours) during each calendar month.

A service log will be included with the Equipment, and must be maintained by Contractor. This service log is to be kept in or with the Equipment.

6. Limitation on Assignment, Transfer, and Uses. University has not sold and agrees not to sell, assign, transfer, sublease, pledge, or otherwise suffer a lien or encumbrance upon any interest in this Contract, any Equipment, or enter into any contract or agreement with respect to the use and operation of any Equipment by any person other than University's contractors, without Contractor's prior written consent in each instance. Neither University nor University's contractors will take any action that will adversely affect the excludability from gross income for federal income tax purposes of any portion of the interest component of the Rental Payments, or the Rental Payments from the date of such action will be increased to reflect the tax exemption losses on the corresponding stated interest components.

7. Additional Accessories. If University adds an accessory to the Equipment, the lease period for that accessory is for the duration of the term of this Contract, and monthly rent for this Contract will be adjusted accordingly for the remaining term of this Contract.

8. Removal or Relocation. Unless a removal or relocation cost is specifically identified in the attached Equipment Schedule, all costs associated with removal of the Equipment at the end of the Contract, or earlier termination or relocation of the equipment during the term of the Contract, are included in the Rental Payment specified on the Equipment Schedule. Removal or relocation must be accomplished by Contractor within 14 days following the expiration, other termination of this Contract, or request for relocation.

9. Late Charges. Payment for completion of University agreements are normally made within 30 days following the date the Equipment or service is provided or the date the invoice is received, whichever is later. After 45 days, Contractor may assess overdue account charges up to a maximum rate of two-thirds of one percent per month on the outstanding balance in accordance with UO Policy 580.061, Sec J.

10. Security of Information. All stored information on a machine must be kept secure and unreadable at all times, including after a machine is removed from service. To maintain the security and confidentiality of any stored information, University will have the following options and subject to Contractor’s reasonable associated costs at time of removal of the machine:

a. Contractor will remove and provide hard drive to University for safekeeping or disposal by University.

b. Contractor will remove and provide hard drive to University to allow University to wipe clean and then return to Contractor.

c. Contractor will remove the old hard drive, and maintain the chain of custody of the old hard drive through the cycle of Contractor’s disposal, Contractor’s disposal process must ensure all data is completely wiped clean without the ability to restore, and provide University with a certificate of destruction (shredding) within 1 week of removal of the machine.

11. Compliance with Applicable Law. Contractor will comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Contract including, without limitation, those laws that may be applicable to information stored on the hard drive of the machine such as the Family Educational Rights and Privacy Act (FERPA) and the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

12. Other Terms. The following general terms apply to this Contract:

1. Dual Payment. Contractor will not be compensated by any other party for work performed under this Contract.
2. Severability. If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected. The Parties agree to attempt to substitute for any illegal or unenforceable provision a valid or enforceable one that achieves the economic, legal and commercial objectives of the illegal and unenforceable provision to the greatest extent possible.
3. Governing Law; Venue. This Contract will be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between University and Contractor will be brought and conducted solely and exclusively within a Circuit Court for the State of Oregon. However, if any claim, action, or suit must be brought in a federal forum, it will be brought and conducted exclusively in the United States District Court for the District of Oregon. In no event will any part of this Contract be construed as a waiver by University of its sovereign and governmental immunities. BY EXECUTION OF THIS CONTRACT, CONTRACTOR CONSENTS TO IN PERSONAM JURISDICTION OF SUCH COURTS.
4. Independent Status of Parties. The Parties will be acting in their individual capacities and not as agents, employees, partners, joint venturers, or associates of one another. The employees or agents of one Party will not be deemed or construed to be the employees or agents of the other Party for any purpose whatsoever.
5. Right to Interface. University will have the right to connect the Equipment that it has leased to any equipment manufactured or supplied by other vendors, including, but not limited to, peripheral equipment, other computers, communications equipment, terminal devices, and like equipment. The vendor supplying the other equipment will make or supervise the interconnection and supply any interface devices required. Such alterations or attachments will be removed and the Equipment restored to its prior configuration at University's expense before return of the equipment to Contractor at the end of this Contract.
6. Waiver. Any failure by either Party to require strict performance or any waiver by either Party of any terms of this Contract will not be construed as a consent or waiver of any other breach of the same or any other term.
7. Successors and Assigns. This Contract and the covenants, conditions, and agreements contained in this Contract will be binding upon and inure to the benefit of the successors and permitted assigns of Contractor and University.
8. Force Majeure. Neither Contractor nor University will be held responsible for delay or default caused by fire, riot, acts of God, war, or any other cause which is beyond the Party's reasonable control. Each Party will make all reasonable efforts to remove or eliminate such a cause of delay or default and will, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
9. Access to Records. Contractor will maintain records, sufficient to accurately document its performance of this Contract. University will have access to such records of Contractor for the purpose of determining compliance with this Contract. Contractor will retain all such records, for a minimum of six years following final payment under or termination of this Contract, or such longer period as may be required by applicable law or to conclude any audit, review, or controversy.
10. Award to Foreign Contractor. If the amount of this Contract exceeds $10,000 and if Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor will promptly provide to the Oregon Department of Revenue all information required by that Department relative to this Contract. University may withhold Rental Payments under this Contract until Contractor has met this requirement.
11. Insurance. Contractor will secure at Contractor’s own expense and keep in effect during the term of this Contract either comprehensive general liability insurance with a broad form CGL endorsement or broad form commercial general liability insurance, covering bodily injury and property damage, with a minimum limit of $1,000,000 per occurrence with an aggregate amount of $2,000,000, which will include personal and advertising injury liability and products. Contractor will secure at Contractor’s own expense and keep in effect during the term of this Contract a Commercial Auto Liability insurance policy with a minimum limit of $1,000,000 per occurrence with an aggregate amount of $2,000,000. Insurance policies are to be issued by an insurance Contractor authorized to do business in the State of Oregon with a minimum financial rating of an AM Best rating of A- or higher. All liability insurance will be arranged on an “occurrence” basis. No insurance will be allowed on a "claims made" basis.

Upon request by University, Contractor must provide to University a Certificate of Insurance from the insuring Contractor evidencing insurance coverage required by this Contract.  The “Description of Operations” must include (using the following exact language) “**State of Oregon, Board of Trustees to the University of Oregon, and University of Oregon, their respective officers, employees and members”** as additional insured. The certificate will provide that the insurance Contractor will give a 30-day written notice to University if the insurance is cancelled or materially changed.

Upon request by University, Contractor will provide to University an endorsement from the insuring Contractor, naming (using the following exact language) “**State of Oregon, Board of Trustees to the University of Oregon, and University of Oregon, their respective officers, employees and members”** as additional insured. If requested, complete copies of insurance policies will be provided to University.

1. If this Contract is federally funded in whole or in part, Contractor must comply with all applicable provisions of the Office of Management and Budget’s Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.  Further, if Federal Funding Accountability and Transparency Act (FFATA) applies, Contractor is required to submit certain information to University.  If Contractor fails to timely submit such required information, University reserves the right to cancel this Contract or, if work has been performed, withhold payment until such required submittals have been received.

m. Contractor acknowledges and agrees University’s grounds and premises are smoke and tobacco free. Contractor and Contractor’s employees, agents and subcontractors, if any, agree not to smoke or use tobacco products while on University property.

n. Counterparts. This Contract may be executed in counterparts, and via facsimile or electronically transmitted signature (i.e. emailed scanned true and correct copy of the signed Contract), each of which will be considered an original and all of which together will constitute one and the same Contract.  At the request of a Party, the other Party will confirm facsimile or electronically transmitted signature page by delivering an original signature page to the requesting Party.

o. Entire Agreement. This Contract constitutes the entire agreement between the Parties with respect to the Equipment, and may not be changed unless a written amendment is signed by Contractor and University and all necessary approvals of the amendment have been obtained.

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| **UNIVERSITY:**University of Oregon | **CONTRACTOR:** |
| By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**ATTACHMENT A**

**EQUIPMENT SCHEDULE**

**Contractor’s Mailing Address: CTX Business Solutions, Inc., dba Copytronix**

 **16640 SW 72nd Avenue**

 **Portland, OR 97224**

**University’s Mailing Address: [INSERT DEPT. NAME AND ADDRESS]**

 **With a copy of all notices to:**

Contracts Manager

 Purchasing and Contracting Services

 720 E. 13th Avenue, Suite 302

 Eugene, OR 97401-2425

**Equipment:** **[INSERT DESCRIPTION]**

**Equipment Specifications:** **[INSERT SPECIFICATIONS]**

**Term:** Month-to-month, not to exceed 12 months, commencing on the date of installation of the Equipment. This Agreement may be terminated for convenience by either party with 30 days written notice.

**Insurance for Loss Value:** The initial “Casualty Value” of the Equipment is $[AMOUNT].

**Rental Payments:**

University will pay Contractor per-click at the following rates:

-$[AMOUNT]per copy cost B/W

-$[AMOUNT] per copy cost Color

Contractor will invoice University monthly. University will pay approved invoices within 45 days of receipt.

Total copy cost charge by Contractor under this Agreement will not exceed $[AMOUNT].