

Homer Central School District
PO Box 500
Homer, New York 13077-0500

(607) 749-7241
(607) 749-2312 FAX

Michael J. Falls
Director of Business and Finance

MEMORANDUM

To: BOE/Kelli Yacavone, District Clerk
From: Michael J. Falls, Director of Business and Finance
Re: Floor Scrubber Lease
Date: March 10, 2015

I am respectfully requesting that the BOE allow me to enter into a 3 year Lease for a T7 Ride-On Scrubber (Floor Scrubber for Homer Intermediate School). The benefits of leasing vs. buying the unit would be:

3 YEARS OR 2500 HOURS ON ALL Non-wearable components

3 YEARS LABOR, 90 DAYS TRAVEL

IMMEDIATE MODEL REPLACEMENT IN THE EVENT OF REPAIR.

EXTENDED PAYMENT PERIOD.

The difference between purchasing and leasing would be \$1,463. At the end of the lease, the district would be able to purchase the unit for \$1.00.

BE IT RESOLVED, that the Board of Education authorizes the Purchasing Agent, Michael Falls, to enter into a Lease Purchasing Agreement with All-Lines Leasing (for Hill & Markes, Inc.). The Agreement will be for a period not to exceed 36 months, from the satisfactory receipt of all equipment on a properly authorized Purchase Order issued for this purpose, for the Homer Central School District, wherein the District shall be obligated to repay a total estimate not to exceed \$16,000.00.



hill & markes
SINCE 1906
INC.
WHOLESALE DISTRIBUTORS

P.O. BOX 7 • 1997 ST. HWY. 5S • AMSTERDAM, NY 12010
800-836-4455 • www.hillmarkes.com • Fax: 888-842-1207



Prepared For:

Prepared By:

Hill and Markes Inc.
1997 Rt.5S
Amsterdam, NY 12010
Charles Janowicz - Equipment Specialist
Jeff Crooke - Account Manager

Scott Cavellier
Homer Central School District
PO Box 500
Homer, NY 13077

Quotation Prepared : 1/16/2014

<u>Product Description</u>	<u>Part#</u>	<u>Price</u>
T7 Ride-On Scrubber 650 26" – Disc DEMO Includes ec-H2O™ Electrical Converted Water Chemical Free Cleaning	T7-650-D	\$13,918.00
<p>T7 Ride-On Scrubber - with 29-gal. solution/29-gal. recovery tanks rider scrubber available with 26" (650mm)/ 32" (800mm) disk scrub head or 28"(700mm)/ 32" (800mm) cylindrical scrub head. Standard features include Hygenic® fully cleanable solution/recovery tanks, touch panel controls featuring on-board diagnostics one-button operation and economy mode, No Hassle Squeegee system, vacuum fan in-line air filter, corrosion resistant tanks and audio back up alarm. Comes with pad drivers or brushes, linatex squeegee blades, 240 AH battery pack and charger, includes battery tray. Noise levels 67 dBa for disk and 69 dBa for cylindrical. Available with ec-H2O™ Electrical Converted Water Chemical Free Cleaning Technology.</p>		

PUBLIC SCHOOL / MUNICIPAL LEASE

Term	12	24	30	36	48	60
Payment	\$1,202.69	\$619.53	\$504.12	\$427.26	\$331.35	\$273.99

EXCLUSIVE FACTORY-DIRECT WARRANTY
3 YEARS OR 2500 HOURS ON ALL Non-wearable
COMPONENTS
3 YEARS LABOR, 90 DAYS TRAVEL
1 Year on Battery Charger
1Year Prorated on Batteries
10 YEARS ON DURAMER™ TANKS

Tax: \$0.00
Freight: \$0.00

Thank you for your interest in Tennant equipment!



Simple. Like financing should be.
All Lines Leasing
a division of First Western Bank & Trust

AUTHORIZATION FOR AUTOMATIC PAYMENT WITHDRAWAL

Date: February 5, 2015

Business: **HOMER CENTRAL SCHOOL DISTRICT**

I hereby authorize All Lines Leasing to debit my account at the Financial Institution listed below to cover the payments as stated in the following contract:

Agreement Number: 11909101M

Note: Please check the applicable box(es) for each action

- EFT Initial payment** in the amount of \$ **552.26** (amount includes documentation fee)
- EFT Regular payments** in the amount of \$ **427.26**
- No EFT, thanks.** Send me a coupon book for remaining payments.

I may terminate this authorization by notifying All Lines Leasing, in writing, of our desire to terminate the authorization.

The contract remains subject to terms and conditions of the contract, which are not modified by this authorization.

The below-named bank is authorized to charge my account to cover monthly payments for my contract. I agree that if any payment is not honored, whether intentionally or inadvertently, the bank will be under no liability whatsoever.

Bank Name: _____ Bank Phone #: _____

Bank Routing Number: _____ Account Number: _____

Effective Date: _____ Frequency: Monthly

Please include a voided check with this authorization form

Authorized Signer (print): _____

Authorized Signature of Account Owner: _____

Authorized Signer Title: _____



All-Lines Leasing

100 Prairie Center Drive
Eden Prairie, MN 55344

February 5, 2015

INVOICE

Invoice #76859

Customer: Homer Central School District

Equipment Finance Agreement #11909101M

Equipment: (1) TENNANT T-7 RIDE ON SCRUBBER 650-26" /EC - H20

Payment 1 of 36	\$ 427.26
One time documentation fee:	<u>\$ 125.00</u>
Total due immediately:	\$ 552.26

Remit to address (Pmt 1)

**All-Lines Leasing
Attn: Tony Hunt
100 Prairie Center Drive
Eden Prairie, MN 55344**

Future remit to address (Pmt 2-36):

**All-Lines Leasing
PO Box 2068
Minot, ND 58702-2068**



Simple. Like financing should be.
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MUNICIPAL ADDENDUM

To be made a part of a certain Equipment Lease # **11909101M** between, HOMER CENTRAL SCHOOL DISTRICT ("Lessee") and First Western Bank & Trust dba All Lines Leasing ("Lessor").

Lessee shall have the right to terminate this Lease at the end of any fiscal year of Lessee only if adequate funds are not appropriated to continue this Lease (known as **NON- APPROPRIATIONS**) as evidenced by the passage of an ordinance or resolution specifically prohibiting the Lessee from performing its obligations under this agreement with respect to any Equipment, and from using any moneys to pay any Lease payments due under this Agreement for a designated Fiscal Year and all subsequent Fiscal Years.

The Lessee or Lessee's governing body has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Lease payments during the Fiscal Year in which payments begin, and such moneys will be applied in payment of all Rentals due and payable during such current Fiscal Year.

The Lessee agrees to include in the budget request for each Fiscal Year the Lease payments to become due during such Fiscal Year, and will use all reasonable and lawful means available to secure the appropriation of money for such Fiscal Year sufficient to pay all Lease Payments coming due therein. The Lessee reasonably believes that moneys in an amount sufficient to make all Lease payments can and will lawfully be appropriated and made available to permit Lessee's continued utilization of the Equipment in the performance of its essential functions during the applicable Lease term. Lessor acknowledges that appropriation for Lease payments is a governmental function which the Lessee cannot contractually commit itself in advance to perform. Lessee acknowledges that this agreement does not constitute such a commitment.

Lessee may effect such termination by giving Lessor written notice thirty (30) days prior to such termination and by paying to Lessor any Lease payments, which are due and have not been paid at, or before, the end of its then current fiscal year. In the event of termination of this Lease, Lessee shall return the equipment to Lessor, in accordance with the terms within the Lease Agreement, in good working condition within fifteen (15) days after termination of this Lease. Lessee agrees not to purchase, lease, rent, borrow, seek appropriations for, acquire or otherwise receive the benefits of any personal property to perform the same or like function as, or functions taking the place of, those performed by the Equipment; and agrees not to permit such functions to be performed by its own employees or by any agency or entity affiliated with or hired by the Lessee during its next fiscal year.

If Lessee has not delivered possession of the Equipment to Lessor and conveyed to Lessor or released its interest in the Equipment within fifteen (15) days after termination of this Lease, the termination shall nevertheless be effective, but Lessee shall be responsible for the payment of damages in an amount equal to the amount of the Lease payments thereafter coming due which are attributable to the number of days after termination during which the Lessee fails to take such actions.

The Lessee represents that Lessee qualifies as a State or political subdivision of a State for purposes of Section 103(a) of the Code. **Lessee will file the appropriate Internal Revenue Service (IRS) Form 8038-G or 8038-GC.** If Lessee does not properly file the above IRS form on a timely basis; or IRS rules that the Lessee does not qualify under Section 103(a) of the Code, then Lessee will pay Lessor, on demand, a sum to be determined by Lessor, that will return to Lessor the economic results Lessor would otherwise have received.

Lessee: HOMER CENTRAL SCHOOL DISTRICT

Lessor: ALL LINES LEASING

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

HOMER CENTRAL SCHOOL DISTRICT
Lease #: 11909101M

U.S. Patriot Act Form

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

In accordance with the **U.S. Patriot Act** the following items need to be completed by all signers and guarantors:

**CORPORATIONS, LLC'S, LLP'S PLEASE PROVIDE FEDERAL TAX ID
NO.**

Lessee: HOMER CENTRAL SCHOOL DISTRICT
 80 SOUTH WEST ST.
 HOMER, NY 13077

LEASE AGREEMENT #: 11909101M



ALL-LINES LEASING
 A division of First Western Bank & Trust
 100 PRAIRIE CENTER DRIVE
 EDEN PRAIRIE, MN 55344
 Phone#: (800) 477-5855 Fax#: (800) 288-4959
 Rev. 07/21/14
 Seller: HILL & MARKES, INC.

Attn: MIKE FALLS Phone: (607) 749-7241

EQUIPMENT DESCRIPTION: (1) TENNANT T-7 RIDE ON SCRUBBER 650-26" /EC - H20
 EQUIPMENT LOCATION: 80 SOUTH WEST ST., HOMER, NY 13077

Lease Term:	36 Months	Base Payment Amount:	\$427.26	First and Last 0 Payment:	\$427.26	
Number of Payments:	36	Applicable Sales /Use Taxes:	Exempt	Documentation Fee:	\$125.00	
Payments to be Made:	Monthly	Total Payment:	\$427.26	Security Deposit:	\$.00	
PURCHASE OPTION:	\$1.00 Buy Out			Other Fees and Taxes	\$.00	
ADDITIONAL PROVISIONS:	See SELLER'S invoice for Equipment information.				Total Due in Advance:	\$552.26

Lease Agreement and Fees: You (the Lessee specified above) want to acquire the above Equipment from Seller. You want Us, **First Western Bank & Trust dba All-Lines Leasing** ("Lessor", "We", "Our") to buy the Equipment and then lease it to You. This Lease Agreement ("Lease") will begin on the date the Lease is accepted by Us. You and We are making this Lease at the Lessor's Headquarter Address. You will make all Payments to the Payment Address or other address that We may designate in writing. By signing this Lease, You have accepted the delivered Equipment, (or You have completed an alternate form provided by Us, certifying acceptance of the delivered Equipment). We may charge You a reasonable Documentation fee to cover Our documentation and investigation costs. **This Lease is NON-CANCELABLE FOR THE ENTIRE LEASE TERM. YOU UNDERSTAND THAT WE ARE BUYING THE EQUIPMENT BASED ON YOUR UNCONDITIONAL ACCEPTANCE OF THE EQUIPMENT AND YOUR PROMISE TO PAY US UNDER THE TERMS OF THIS LEASE, WITHOUT SETOFFS, EVEN IF THE EQUIPMENT DOES NOT WORK PROPERLY OR IS DAMAGED FOR ANY REASON, INCLUDING REASONS THAT ARE NOT YOUR FAULT.** If any amount of a payment payable to Us is not paid when due, We may charge You a late fee equal to 15% of the payment due, plus any collection fee and expenses. You agree to pay Us a bad check charge of \$30.00 per item. **No Warranty:** We are leasing the Equipment to You "AS IS". We do not manufacture the Equipment and are not related to the Seller or manufacturer, nor do We have any agency, joint venture or partnership relationship with the Seller or the Manufacturer. You selected the Equipment and the Seller, based on Your own judgment. You may contact the Seller for a statement of the warranties, if any, that the Seller or manufacturer is providing. We hereby assign to You the warranties given to Us, if any. **WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH THIS LEASE.** You agree to settle any dispute You may have regarding performance of the Equipment directly with the manufacturer or Seller. **Equipment Use and Repair:** YOU AGREE THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES. You are responsible for keeping the Equipment in good working order. Except for normal wear and tear, You are responsible for any damage or losses to the Equipment. You agree to hold us harmless, indemnify (pay or reimburse) and defend Us against all claims, liabilities, losses, suits, proceedings, damages, costs

(including reasonable legal fees) relating to this Lease or to the use or including but not limited to claims for death and injury to persons and claims for property damage. This duty to indemnify shall survive the termination of this Lease. The primary domicile of the equipment ("Equipment Location") is stated above. We may inspect the Equipment and/or receive a report from You as to the current location upon our request. **At End of Lease Term:** If You have not defaulted under this Lease, You will: a) purchase the Equipment from Us, "AS IS, WHERE IS", for the Purchase Option or b) Surrender the Equipment to Us. This Lease will automatically renew at the Base Payment Amount until the Equipment is purchased from Us or is Surrendered to Us. **Equipment Surrender:** At the End of Lease Term, if You have not purchased the Equipment, or if demanded by Us in the event of Your Default, You will deliver the Equipment (at your expense) to a location designated by Us in Average Saleable Condition, which means the Equipment is immediately available for use by another lessee or user without the need of any repair. You also agree to reimburse Us on demand for repair costs to bring the Equipment into an Average Saleable Condition. **Non-Cancelable:** This is a non-cancelable agreement and may not be cancelled by You for any reason whatsoever. You may only prepay by remitting all remaining current and future payments due on the agreement (in addition to all other accrued and unpaid charges owing). **Ownership, Title and UCC'S:** Except for any software covered by this Lease We are the owner of the Equipment and have title to it. **WE MAY FILE ON YOUR BEHALF, AND AT YOUR COST, UNIFORM COMMERCIAL CODE (UCC) FINANCING STATEMENT(S) TO SHOW OUR INTEREST IN THE EQUIPMENT.** **Loss and Insurance:** You will, for as long as We own the Equipment, maintain property insurance on the Equipment fully insuring against all risks of loss and will maintain a general public liability insurance policy covering the Equipment and its use with coverages acceptable to Us. You will name Us as loss payee and an additional named insured and provide Us with evidence of this insurance. If You do not provide property insurance, We may, at our option, attempt to obtain property insurance to protect our interests. You will pay us an increase in the Base Payment Amount to recover our costs plus a one time Arrangement Fee of \$ 95.00 plus a reasonable profit. **Taxes:** You agree that You will pay or reimburse us when due all taxes, including but not limited to Personal Property Taxes, relating to this Lease and the Equipment. **Default:** If You do not pay any sum by its due date, or You breach any other term of this Lease or any other agreement with Us, then You will be in default of this Lease. If You default, We may require that You pay 1) all past due amounts under this Lease, and 2) declare immediately due and payable the entire unpaid balance owed under this

Lease, together with accrued interest thereon, the same thereupon be immediately due and payable without demand or notice of any kind, all of which are expressly waived by You. Upon a default, We may, without limiting Our other remedies hereunder or by law, also choose to repossess the Equipment. If We do not choose to repossess the Equipment, You will also pay to Us our booked residual value for the Equipment. We can also use any and all remedies available to Us under the UCC or any other law. You agree to pay all the costs and expenses, including, but not limited to, attorney's fees, Equipment repossession costs, Equipment storage costs, costs of refurbishing Equipment, Insurance costs. We incur in any enforcement through legal proceedings or otherwise, and in any dispute related to this Lease or the Equipment. You also agree to pay interest on all past due amounts, from the due date until paid, at the lower of one and one-half percent (1.5%) per month or the highest lawful rate. **Assignment:** YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS LEASE. We may sell, assign or transfer this Lease or our rights in the Equipment and the new owner will have our rights, but it will not be subject to any claim, defense or set-off that You assert against Us or any other party. **Miscellaneous:** You agree that this Lease is the entire agreement between You and Us regarding the lease of the Equipment and supersedes any purchase order You issue. Any change must be in writing and signed by each party. Notice, if required, will be sent to you at the above address. We may accept a facsimile copy of this Lease as an original. **Venue:** THIS LEASE AGREEMENT WILL BE DEEMED FULLY EXECUTED AND PERFORMED IN THE STATE OF NORTH DAKOTA UPON SIGNING BY THE LESSOR AND WILL BE GOVERNED AND CONSTRUED BY IN ACCORDANCE WITH NORTH DAKOTA LAW. YOU EXPRESSLY CONSENT TO JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT IN THE STATE OF MINNESOTA AND WAIVE RIGHT TO TRIAL BY JURY FOR ANY CLAIM ARISING OUT OF OR RELATING TO THIS LEASE AGREEMENT OR THE EQUIPMENT. YOU WAIVE RIGHT OF DEFENSE OF INCONVENIENT FORUM. SERVICE OF PROCESS SHALL BE DEEMED SUFFICIENTLY MADE ON YOU BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO YOUR BILLING ADDRESS SET FORTH ABOVE. THIS LEASE IS NON-CANCELABLE FOR THE FULL LEASE TERM. The signer below covenants that he has the authority to sign this Lease Agreement on behalf of the Lessee.

Do not write in this space
 Lessor:
 Date

Lessee: HOMER CENTRAL SCHOOL DISTRICT
 By/Title X /

 Signature Title

Lessor's Headquarter Address: 900 S. Broadway, Minot, ND 58701



Date: February 5, 2015

**HOMER CENTRAL SCHOOL DISTRICT
80 SOUTH WEST ST.
HOMER, NY 13077**

RE: Document Checklist for Agreement No. 11909101M
For the Equipment being acquired through: **HILL & MARKES, INC.**

It is my pleasure to provide the documents for your recent approval. To ensure prompt and accurate processing of this agreement, please follow the steps below:

- **Insurance Requirements:** A Certificate of Insurance for the value of the Equipment naming First Western Bank & Trust, DBA Advance Acceptance as "Loss Payee" on your Property Insurance and "Additional Insured" on your Liability Insurance and Certificate Holder.

Please supply the following information:

Please make an initial call to notify your agent that we will be contacting them; we will gladly follow up to obtain the certificate on your behalf

Insurance Agent's Name: _____

Agent's Phone #: _____ Fax # _____

Agent's Email Address: _____

Name of Insurance Company: _____

Policy #: _____

- **Lease Agreement** – please have **AUTHORIZED SIGNER WITH TITLE** sign in the lower right corner of page 1.
- **U.S. Patriot Act** – Complete and sign as indicated.
- **Please complete the Municipal Addendum (Non-Appropriations Clause)**
- **Please complete the IRS 8038-GC form.**
- **Please provide a sales tax exemption certificate.**
- **Payment Withdrawal Form** – please refer to the Authorization for Automatic Payment Withdrawal form to select upfront payment option.

Upon completing the documents, please fax copies to me at 800-288-4959 and mail all the ink signed original pages to my attention using the contact information at the top of this letter.

If you have any questions, please contact me direct at (888) 705-0498 or Tony@all-linesleasing.com. We appreciate this opportunity to serve you!