

**8.2 APPROVAL OF COPIER LEASE AGREEMENTS**

**A. SUBJECT**

This item is included on the agenda so the Board can approve a copier lease for teachers and office copiers.

**B. INFORMATION**

District 200 currently has 52 copiers throughout the district that range in age from 14 years old to two years old. Twenty-eight of the copiers are leased through Gordon Flesch Company (formerly Stan's – LPS Midwest of Woodstock). The high-volume, teacher-use copier lease expires in June 2026. Administration is recommending a new 60-month lease for these 28 copiers effective July 1, 2026, through June 30, 2031. The monthly lease/service contract payment would be \$12,603.64 which is \$2,484.51 more than the expiring lease. This service agreement includes three additional copiers as well as copiers owned by the district. As these copiers typically have no useful life after five years of constant use, the proposed lease, like the expiring lease, results in returning the copiers to Gordon Flesch at the end of the lease term.

The proposed agreement, like the expiring contract, includes an annual service agreement. The service agreement cost is \$62,415.12 (\$5,201.26/month) for 12.8 million black and white copies and 27,600 color copies per year. This amount is included in the lease payment and adjusted based on actual copier usage. The district is charged for overages on a semi-annual basis.

**C. RECOMMENDATION**

The Superintendent recommends approval of the above outlined copier lease agreements and service agreement with Gordon Flesch Company.

**D. SUGGESTED MOTION**

Move to approve a 60-month lease/service agreement with Gordon Flesch Company for copiers and service for a total monthly amount of \$12,603.64.

Customer ("You" or "Customer")

Woodstock Community Unit School District 200 DASC  
Full Legal Name

2990 Raffel Rd.  
Address

(815) 338-8200  
Phone

Julie Dillon  
Contact Name

Woodstock  
City

jdillon@wcusd200.org  
E-mail

Proprietorship  Association  Partnership

Municipality  Corporation  LLC

IL 60098-8466

State Zip

Federal ID #

This Gordon Flesch Company, Inc. Master Agreement by and between Gordon Flesch Company, Inc., a Wisconsin corporation, d/b/a GFC Leasing, with offices at 2675 Research Park Drive, Madison, WI 53711 ("GFC") and Woodstock Community Unit School District 200 DASC, organized in the state of Illinois, ("you" or "Customer"), becomes effective on the earlier of, (a) the date executed by GFC or (b) the date Equipment is first delivered to your facility pursuant to a Supplement.

- 1. Agreement and Term.** You agree to the terms in this Master Agreement plus any and all Master Agreement Acceptance Supplements ("Supplement(s)") referencing this Master Agreement and executed by you now and in the future. Each such Supplement is incorporated into this Master Agreement along with all addendums, schedules, and other attachments, all of which are collectively referred to herein as the "Agreement." The terms "Agreement", "hereof", "herein", and "hereunder", mean the entire Agreement. Except as specifically provided in a particular Supplement, inconsistencies between this Master Agreement and any Supplement, addendum, schedule, or other attachment will be construed in favor of this Master Agreement. This Master Agreement will remain effective until all Supplements subject to this Master Agreement have expired, or been terminated. The Term of each Supplement is stated therein.
- 2. Equipment, Software, Selection.** If a Supplement includes equipment, the hardware included with the equipment, and embedded software are collectively referred to herein as the "Equipment." If a Supplement includes software, embedded, installed or separate from the Equipment, including software-as-a-service, such software and the software license rights are also separately referred to herein as the "Software." You acknowledge that although GFC may provide recommendations, you have selected and will select the type, capacity, functionality, and manufacturer of the Equipment, Software, and any other hardware or services set forth in each Supplement (collectively, the "Solutions"), based on your own judgment. You will provide GFC at least thirty (30) days advance written notice before moving Equipment from where GFC installed it. GFC, or a partner selected by GFC, will assist with any such move at your cost. Upon reasonable notice, GFC has the right to enter your premises during business hours to inspect the Equipment.
- 3. Maintenance and Exclusions.** If you select Maintenance for the Equipment, or for equipment not supplied by GFC ("Customer Equipment") in a particular Supplement, GFC will provide maintenance, service, support, and repairs ("Maintenance") for such Equipment and Customer Equipment (collectively, the "Maintained Equipment") located within a GFC service area, and covered by this Agreement, as reasonably necessary, in GFC's sole discretion, to keep the Maintained Equipment in good working condition during the Term of such Supplement. All Maintenance will be performed during GFC's normal business hours. GFC reserves the right to add an additional charge from time to time to offset increased fuel-related costs. GFC is not responsible for failure to provide Maintenance due to acts of God, acts of civil or military authority, embargoes, epidemics, war, riots, fires, explosions, earthquakes, weather conditions, floods, labor disputes, or unavailability of components and other causes beyond GFC's control (collectively, a "Force Majeure Event"). GFC is not responsible for Maintenance, damage, or parts required due to a Force Majeure Event, improper operating environment (temperature or humidity), failure to follow manufacturer's operation recommendations, abnormal use or abuse of the Maintained Equipment, installation or malfunction of unauthorized software, parts, or attachments, service performed by someone other than GFC, or failure of electrical power. If you are in default pursuant to this Agreement, GFC may refuse to provide Maintenance. Parts furnished will be on an exchange basis and will be new parts or warranted to perform as new when installed in the Maintained Equipment. Maintenance will not include electrical work external to the Maintained Equipment or any software programming unless specifically stated in a Supplement. GFC's obligation to provide replacement parts is conditioned upon their availability from the original manufacturer. In the unlikely event replacement parts are no longer readily available from the original manufacturer, GFC will be released from its Maintenance obligation for such Maintained Equipment. GFC may terminate the Maintenance component of a Supplement at any time by giving you thirty (30) days' prior written notice.
- 4. End User Agreements.** GFC will provide support for and configuration of Software as provided in a particular Supplement. You acknowledge and agree that GFC is a reseller of third party Software, and that such third party Software licensors require as a pre-condition to use of their Software that you agree to one or more end user license agreements, service level agreements, and related agreements (collectively, the "End User Agreements"). To that end, you hereby authorize GFC and GFC partners to accept and/or agree to on your behalf, all such End User Agreements encountered while installing, configuring, supporting, and/or servicing the Solutions and Maintained Equipment. Applicable End User Agreements are available for your review under the heading "Customer Agreements with GFC Partners" at [www.gfesch.com/terms-and-conditions](http://www.gfesch.com/terms-and-conditions). Your breach of any End User Agreement will be an event of default pursuant to this Agreement. Notwithstanding anything in the End User Agreements to the contrary, this Agreement is non-cancellable by you for the entire Term.
- 5. Connectivity, Security, and Data.** You will provide adequate and secure connectivity to enable the Solutions to perform to your satisfaction. GFC does not guarantee or warrant the quality, speed, security, or uninterrupted availability of the Solutions as it relates to the connectivity provided by you. The communications lines used to access the Solutions ("Data Lines") are provided by you, a public utility, and/or by private companies over which GFC has no control, and the security of data transmission over the Data Lines is therefore not GFC's responsibility. You agree to refrain from any act or omission that disrupts operation of the Solutions. You acknowledge that securing your data is your responsibility, and that despite your every effort there remains a risk that your data may be accessed, modified, damaged, lost, deleted, misappropriated, or compromised by a Force Majeure Event, willful attack or otherwise, and perhaps not be recoverable ("Security Incident"). To that end, in the event of any Security Incident or unsatisfactory data transmission over the Data Lines, GFC will have no liability to you related thereto, except to the extent caused directly by the reckless or willful misconduct of a GFC employee, but subject to the limitations of liability in this Agreement. GFC will endeavor to assist you in the recovery and restoration of such data at your sole cost. You acknowledge that: (i) it is advisable for you to back up your data that you deem necessary prior to installation and/or configuration of the Solutions; (ii) GFC is not storing your data on your behalf; and (iii) any exposure or access to your data by GFC is purely incidental to Maintenance performed.
- 6. Payments.** You agree to pay GFC all amounts on a timely basis as invoiced by GFC (the "Payments"), including prorated amounts for any partial billing period. If you fail to pay GFC any part of a Payment within ten (10) days after the due date, you agree to pay GFC a late fee of 5% of the overdue amount plus accrued interest on the late payment from the expiration of the ten (10) days until paid, at a rate equal to the lesser of 1.5% per month or the highest legal rate permitted. You also agree to pay when due all applicable fees and taxes (including but not limited to, personal property tax, sales, and use tax), imposed in connection with this Agreement and the Solutions, and reimburse GFC for such sums upon demand. Any duplication of such fee or tax payments by GFC and you are your responsibility.
- 7. Delivery and Acceptance.** GFC will purchase the Solutions from a supplier but assumes no liability in connection with Solutions, delivery thereof, or service provided by a third party. Delay in delivery of the Solutions due to supply chain issues does not affect the validity of this Agreement. You agree to inspect the Solutions and provide GFC with

written notice specifying any claimed defect or omission within five (5) business days of implementation of the Solutions. If you do not timely provide such notice, you acknowledge that you accept and are satisfied that the Solutions are in good condition and in the proper configuration.

8. **Consumable Supply Variances, Meter Readings.** Pricing for Maintenance is based on vendor-published toner yields for each type of Equipment. In the unlikely event your toner usage exceeds published yields for a unit of Maintained Equipment by more than 25%, you will pay additional charges at GFC's then current rates for such excess usage. Staples, fax cartridges and paper are not included. Toner cartridges provided by GFC may be new, remanufactured, or reprocessed. You will provide an inventory of supplies upon request. If you do not provide GFC any unused supplies upon termination of an applicable Supplement, you will pay GFC for such unused supplies when invoiced at GFC's then current rates. If you do not have automatic meter reading devices for the Maintained Equipment, you will provide actual meter readings upon GFC's request. If you do not provide GFC with meter readings within seven (7) days of GFC's request, GFC may estimate the number of images and charge you an additional administrative fee. GFC may audit any automatic meter-reading device from time to time.
9. **Title, Loss and Damage.** GFC owns the Equipment. The Software is owned by a third party Licensor. If you are not in default pursuant to this Agreement, you will be entitled to possession of the Equipment and use of the Software during the Term of the applicable Supplement. You will keep the Equipment free from all encumbrances and promptly provide GFC notice of any attachments or other judicial process affecting the Equipment. The Equipment will remain personal property even if the Equipment becomes attached to real property or any building. You will maintain any markings on the Equipment indicating that it is the property of GFC. You will not make any alterations, additions or improvements of any kind to the Equipment without GFC's prior written consent, but if so authorized, any such alterations, additions, or improvements become property of GFC. Because the Equipment is in your possession and/or control, you bear the entire risk of loss, theft, or damage to it. No such loss, theft, or damage relieves you of your Payment obligations herein. If GFC determines that any Equipment is lost, stolen, or damaged beyond repair, you will upon demand, pay GFC the Accelerated Payment applicable to said Equipment.
10. **Insurance.** During the Term of this Agreement, you will keep the Equipment insured, at your expense, against all risks of loss or damage for the full replacement value and will carry public liability insurance covering the Equipment. Said insurance must name GFC as loss payee and as an additional insured respectively, and you must obtain endorsements that will give GFC thirty (30) days written notice before said insurance is altered or cancelled and that said insurance will not be invalidated by any act or omission by you. You must deliver proof of all such coverage to GFC within thirty (30) days of the effective date of this Agreement. You will pay GFC all deductible amounts upon the occurrence of a loss. The proceeds of such insurance will be used as determined by GFC in its sole discretion. If you fail to provide proof of insurance as required, GFC may acquire such insurance and the cost thereof will become due and payable with your next Payment. Any duplication of such payments is your responsibility. You acknowledge that it is advisable to maintain during the term of this Agreement, a cyber insurance policy that includes protection against data breach and loss.
11. **Default and Cross Default.** If you fail to make any Payment when due, or fail to timely perform any other obligation as required herein, or if you suspend business, become insolvent, enter into or petition for a creditors' arrangement, or if a receiver is appointed for any of your property, or if you are in default under any other agreement with GFC or any End User Agreement, you will then be in default pursuant to this Agreement and any other agreements with GFC. Upon default, the Accelerated Payment (defined below) will become immediately due and owing and GFC will have all rights and remedies available to it, including but not limited to, the right to exercise any or all of the following remedies: (i) terminate your right to possession of any or all of the Solutions; (ii) take possession of any or all of the Solutions; (iii) sell or lease the Equipment at public or private sale; or (iv) terminate this Agreement. In the event GFC takes possession of the Solutions, terminates this Agreement, or your right to possession, use of, or access to some or all of the Solutions, you will remain liable to GFC for the Accelerated Payment less the net sale proceeds realized by GFC from sale of the Equipment. All rights and remedies of GFC are cumulative and in addition to every other right and remedy available to GFC. In addition to the Accelerated Payment and all other amounts, you agree to pay all reasonable attorneys' fees, costs and expenses incurred by GFC arising from your default. The "Accelerated Payment" is a reasonable calculation of damages, is not a penalty, and will be calculated by GFC as follows: the sum of (i) all past due and all other amounts then owed by you to GFC under this Agreement; (ii) the residual value of the Equipment as determined by GFC in its reasonable discretion, if you do not timely return the Equipment to GFC; and (iii) all remaining Payments for the term of this Agreement. You hereby agree not to exercise all existing and future claims and offsets against any Payments due.
12. **Data Removal.** Before you remove the Equipment from your location, ship the Equipment, GFC retrieves the Equipment, or the Equipment is removed from your premises by a third party, you will at your sole cost, permanently delete from the Equipment, all sensitive data relating to your business, clients, and employees ("Stored Data"), so that recovery of the Stored Data is not possible. All hard drives and other data retention devices in the Equipment must function in the same manner following deletion of the Stored Data. You assume liability for and agree to indemnify, defend and hold GFC harmless from and against all claims, losses, costs, expenses, damages, penalties and liabilities arising from or pertaining to your failure to remove such Stored Data from the Equipment. To the extent you fail to remove delete any of the Stored Data, you authorize GFC to delete the Stored Data, but agree that GFC has no obligation to do so. In the event GFC temporarily loans Equipment to you, it is subject to this Agreement.
13. **Software License.** GFC is not the owner nor licensor of any Software subject to this Agreement. To the extent described in any Supplement, GFC will provide support for and configuration of the Software but has no obligation to modify or customize the Software beyond readily configurable features. A default by the licensor of any Software pursuant to any Software license does not constitute a default by GFC and will not relieve you of your obligations hereunder. The Software is subject to this Agreement, notwithstanding any provisions to the contrary in the Uniform Commercial Code ("UCC").
14. **Non-Waiver, Non-Cancellable, Assignment.** No covenant or condition of this Agreement can be waived without the other party's written consent. Forbearance or indulgence by a party does not constitute a waiver of the other party's obligation to perform pursuant to this Agreement. This Agreement is non-cancellable by you and you will make all Payments required by this Agreement, even if your right to the use, possession, or benefit of the Solutions has been terminated or otherwise affected. Payments will not abate for any reason. Notwithstanding anything herein to the contrary, if Customer is a municipality or other governmental entity, and funds are not appropriated for any portion of the term of a Supplement subject hereto, you may terminate this Agreement with respect to such Supplement at the end of the time period for which funds have been appropriated. You will not (a) assign, transfer, or pledge this Agreement, the Solutions, or (b) permit the Solutions to be used by anyone other than you or your employees. GFC may assign this Agreement or a portion thereof, and the assignee will be entitled to all of the benefits of this Agreement.
15. **Notices.** All notices must be in writing at the addresses stated herein and will be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); or (c) if sent by certified or registered mail or the equivalent (return receipt requested), such communication will be deemed delivered as of the date of delivery indicated on the receipt issued by the postal service, or if the addressee fails or refuses delivery, as of the date of such failure or refusal. GFC may also elect to provide you with notice via email, which will be effective on the date sent by GFC. Notice to GFC must be directed to the attention of the Vice President of Leasing. Your full legal name, address, state of organization and state-assigned organizational number, if any, are provided herein. You will notify GFC at least 30 days prior to any change to your legal name, address, state of organization, or state-assigned organization number.
16. **WARRANTIES AND DISCLAIMERS.** YOU WILL HAVE THE BENEFIT OF ALL EQUIPMENT MANUFACTURERS', SOFTWARE LICENSORS' AND OTHER THIRD PARTY SERVICE PROVIDERS' PROMISES AND WARRANTIES, IF ANY, TO THE EXTENT THEY APPLY TO YOU. EXCEPT AS OTHERWISE PROVIDED HEREIN, GFC AND GFC PARTNERS MAKE NO WARRANTIES, ORAL, WRITTEN, EXPRESS, IMPLIED, OR STATUTORY, OF ANY KIND OR NATURE WITH RESPECT TO THE SOLUTIONS, INCLUDING, WITHOUT LIMITATION, WARRANTIES AS TO THE CONDITION, QUALITY, CAPACITY, FUNCTIONALITY, WORKMANSHIP, MERCHANTABILITY, DESIGN, SECURITY, OPERATION, NON-INFRINGEMENT, FITNESS FOR ANY PARTICULAR PURPOSE, OR THAT YOUR USE THEREOF WILL

BE UNINTERRUPTED OR ERROR FREE, ALL OF WHICH ARE HEREBY EXPRESSLY WAIVED BY YOU. EXCEPT AS OTHERWISE PROVIDED HEREIN BUT SUBJECT TO THE LIMITATIONS OF LIABILITY IN THIS AGREEMENT, GFC ASSUMES NO RESPONSIBILITY FOR ANY ERRORS, OMISSIONS OR OTHER INADEQUACIES IN THE SOLUTIONS. GFC owns the Equipment but may assign to you all rights in any warranty relating to the Equipment or other Solutions to the extent GFC determines in its reasonable discretion that it is beneficial to do so. You authorize GFC to add to a Supplement the serial numbers of Solutions subject to this Agreement.

17. **LIMITATION OF LIABILITY.** YOUR PAYMENT AMOUNTS TO GFC HEREUNDER REFLECT THE ALLOCATION OF RISK AND LIMITATION OF LIABILITY CONTAINED IN THIS AGREEMENT. IN NO EVENT WILL GFC, ITS EMPLOYEES, AGENTS, LICENSORS, OR GFC PARTNERS BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOR WILL GFC, ITS EMPLOYEES, AGENTS, LICENSORS, OR GFC PARTNERS BE LIABLE TO YOU FOR ANY DAMAGES, LIABILITY, CLAIM, LOSS, OR EXPENSE OF ANY KIND CAUSED DIRECTLY OR INDIRECTLY BY THE SOLUTIONS OR MAINTAINED EQUIPMENT. IN NO EVENT WILL GFC'S, ITS EMPLOYEES', AGENTS', LICENSORS', OR GFC PARTNERS' AGGREGATE LIABILITY TO YOU, PURSUANT TO OR ARISING FROM THIS AGREEMENT, WHETHER THE CLAIM(S) IS/ARE IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY, OR PURSUANT TO ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE PAYMENTS MADE BY YOU TO GFC PURSUANT TO THIS AGREEMENT FOR THE APPLICABLE SOLUTIONS OR MAINTAINED EQUIPMENT DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRIOR TO GFC'S RECEIPT OF YOUR CLAIM. THESE LIMITATIONS OF WARRANTY, LIABILITY, REMEDY, AND DAMAGES WILL SURVIVE EXPIRATION OR TERMINATION OF THIS AGREEMENT AND APPLY EVEN IF ANY SUCH LIMITATION IS FOUND TO HAVE RESULTED IN A FAILURE OF ITS ESSENTIAL PURPOSE.
18. **Remedies.** The rights and remedies of you and GFC are limited to the terms and provisions of this Agreement. You and GFC hereby waive, (a) any and all rights and remedies conferred upon a lessee by Article 2A of the UCC under applicable state law, and (b) any rights now or hereafter conferred by statute or otherwise which may require GFC to sell, lease, or otherwise use any Equipment or other Solutions to mitigate GFC's damages if you default, or which may limit or modify any of GFC's rights or remedies under this Agreement. If a transaction subject to this Agreement is construed as a secured transaction or a conditional sale, this Agreement is deemed to be the security agreement or conditional sale contract, and GFC will be the secured party and you the debtor. You consent to GFC filing financing statements showing GFC's interest in the Equipment. You and GFC agree that this transaction is not subject to either Article 2 or Article 9 of the UCC.
19. **Indemnification.** Except as otherwise provided herein, while in your possession, you assume all risks and liability for the Solutions, Maintained Equipment, and the use, relocation, possession, operation, storage, and condition thereof, and for injuries or death resulting to any persons, damage to any property, and any Security Incident arising therefrom. You further agree to assume liability for, and to indemnify, defend, and hold GFC harmless from and against, all claims, losses, costs, expenses, damages, penalties and liabilities arising from or related to your purchase, financing, rejection, acceptance, possession, use, storage, operation, condition, your service, your relocation, or your repair of Solutions or Maintained Equipment, your breach of any agreement or license or return or other disposition of the Solutions, and except as otherwise provided herein, any Security Incident, including costs of retrieval and attempted retrieval of data, together with all legal fees and expenses incurred by GFC in connection with any liability asserted against it. The agreements and indemnities in this section will survive the expiration or termination of this Agreement.
20. **Business Purpose, Successors, Severability, and Survival.** You warrant to GFC that the Solutions will be used primarily (50% or more) for business or commercial purposes. This transaction is not primarily for personal, family, household or agricultural purposes. You will use the Solutions in a careful and proper manner, only in the normal course of your business and comply with all laws, ordinances, and regulations relating to it. This Agreement is binding upon and inures to the benefit of the heirs, administrators, successors and assigns of the parties hereto. If any portion of this Agreement is deemed invalid, it does not affect the balance of the Agreement. The agreements and indemnities in this Agreement, which expressly or by implication are intended to survive, will survive the expiration or termination of this Agreement.
21. **Applicable Law, Venue, and Waiver of Jury Trial.** This Agreement is governed by and construed in accordance with the internal laws of the State of Illinois. You agree that notwithstanding where you or the Equipment or other Solutions are located, jurisdiction for any dispute between the parties will be in Illinois and will be venued in McHenry County, Illinois. You expressly agree to submit to personal jurisdiction in McHenry County, Illinois and waive any right to a jury trial regarding any dispute arising from this Agreement or the Maintained Equipment.
22. **Entire Agreement.** Neither this Agreement nor any Supplement, addendum, schedule, or other attachment can be modified or amended except by written agreement signed and currently dated by you and GFC. This Agreement and the Supplements, addendums, schedules, and any other attachments which refer to or may be attached to this Agreement, which you acknowledge you have read, constitute the entire agreement between the parties regarding the subject matter hereof, and all other agreements, representations, promises, inducements, statements and understandings, prior to or contemporaneous with this Agreement, written or oral, are superseded by this Agreement. Notwithstanding language contained in any purchase order issued by you regarding the Solutions, or an agreement that addresses the general business relationship, payment methods, or other agreements between you and GFC, such document(s) and the terms therein are solely for your authorization or purpose unrelated to this Agreement, and therefore do not supersede, modify, or become a part of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not apply in interpreting this Agreement. A facsimile, scanned/e-mailed or otherwise reproduced signature on this Agreement, or an execution of this Agreement using an electronic mark or other e-signature technology or service, is a legally binding signature. This Agreement may be executed in counterparts, which collectively is deemed one Agreement. Time is of the essence regarding this Agreement and its provisions.

GORDON FLESCH COMPANY, INC.

CUSTOMER: Woodstock Community Unit School District 200 DASC

By:  \_\_\_\_\_  
Authorized Signature

The undersigned affirms that he/she is duly authorized to execute and deliver this Agreement on behalf of Customer.

By: \_\_\_\_\_  
Authorized Signature

Name: Travis Louke  
Title: Vice President Leasing  
Date: 4/22/20

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

**GFC Leasing imageCARE  
Master Agreement  
Acceptance Supplement**

Master Agreement #: \_\_\_\_\_ Supplement #: \_\_\_\_\_ Term: 60 months Term Commencement Date: \_\_\_\_\_

This GFC Leasing imageCARE Master Agreement Acceptance Supplement ("Supplement") is executed and delivered by Gordon Flesch Company Inc., d/b/a GFC Leasing ("GFC") and Woodstock Community Unit School Dist 200 DASC ("Customer" or "you"), pursuant to the Gordon Flesch Company, Inc. Master Agreement between you and GFC, the defined terms therein being used herein with their defined meanings. This Supplement is effective on the earlier of the date executed by GFC, the date Equipment is first delivered to your facility, or the date Maintenance is performed on the Maintained Equipment. GFC will provide you with a fully executed copy of this Supplement following the Commencement Date.

<b>Payment**:</b> <u>\$12,603.64</u> **Plus fees, taxes and image charges, if applicable.	Payment and Meter Read Frequency: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other
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<b>Comments:</b> No return shipping cost if upgrading with Gordon Flesch Company. Service pricing locked for 60mo, with a max 5% increase thereafter.	<b>Federal ID#:</b> _____
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<b>GFC Leasing Solutions (please check all applicable)</b>		<b>End of Supplement Option:</b> <input checked="" type="checkbox"/> Fair Market Value <input type="checkbox"/> \$1.00 Buyout <input type="checkbox"/> Haas (No Purchase)	<b>Tax Exempt</b> <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (If yes, please attach your tax exemption certificate)
<input checked="" type="checkbox"/> <b>Equipment</b> <input type="checkbox"/> <b>Customer Equipment</b> <input checked="" type="checkbox"/> <b>Maintenance*</b> <input type="checkbox"/> <b>Software</b>	<b>Equipment, If Applicable:</b> <input checked="" type="checkbox"/> <b>New</b> <input type="checkbox"/> <b>Certified Pre-owned</b> <input type="checkbox"/> <b>Other</b>		
*Includes toner. Excludes fax cartridges, paper, wide format print heads, ink tanks, maintenance cartridges, colortrac paper hold down guide, and scan glass.			
Install DCA <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>IT Contact Name:</b> _____	<b>Phone:</b> _____	<b>Email:</b> _____
<b>Meter Contact Name:</b> _____	<b>Phone:</b> _____	<b>Email:</b> _____	
<b>A/P Contact Name:</b> _____	<b>Phone:</b> _____	<b>Email:</b> _____	

Automated Clearing House ("ACH") Authorization: By providing the below information, Customer hereby authorizes GFC to automatically withdraw from Customer's bank account described below, the full amount due for charges accruing in each billing period when due. Such charges may vary for each billing period based on Customer's actual images used and by any applicable sales/use taxes, property taxes and fees. This authorization will continue until this Agreement expires unless revoked in writing. Voided check must accompany this form.

ACH <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	I: _____	I: _____
If yes, enter bank information in boxes above right	Bank Routing Code	Bank account number

1. **Payments and Term.** GFC will deliver, install, and implement the Solutions in accordance with this Supplement. The Term of this Supplement begins after all Solution(s) subject to this Supplement have been installed and implemented (the "Term Commencement Date"). Upon completion of installation and implementation of all Solutions subject to this Supplement, GFC will provide you with your first invoice, which may include amounts due for the time any Solutions were installed and implemented prior to the Term Commencement Date, and prorated amounts for any partial monthly billing periods. Base Payments will be due and payable in advance on the same day of each month, unless otherwise provided herein or as invoiced by GFC, until the total number of Payments under this Supplement have been made, including any and all charges per image, at the applicable fee per image for each black & white or color image. This Supplement is non-cancellable by you for the Term stated above. Annually, GFC may increase the base payment, the fee per image for each image type, and the Charge per Image for Overage. In addition, notwithstanding any reference or statement herein, or added to this Supplement regarding fixed services rates, locked pricing, or similar pricing commitments for the full term of this Supplement, you acknowledge and agree that GFC may from time to time add additional charges in response to any tariffs, levies, duties, tolls, taxes, or other assessments imposed on parts and/or supplies used by GFC to provide Maintenance pursuant to this Supplement.

2. **Equipment Lease.** GFC hereby leases to you the Equipment and Software described in this Supplement.

a. **Fair Market Value or Haas (No Purchase) Option.** If you elect the "Fair Market Value" or "Haas (No Purchase)" end of Supplement option above, the lease Term for the Equipment will be extended automatically, without notice, for successive month-to-month terms beyond the initial Term, unless you provide GFC written notice that you do not want to extend, at least one calendar month before the end of the initial Term or any extension. You will pay GFC as invoiced for each month (or portion thereof) during the extended Term, that you do not return the Equipment to the location designated by GFC. If you do not pay such monthly Payments and do not purchase the Equipment as stated below, you will immediately terminate use of the Equipment and Software and return the Equipment and Software to GFC at your expense and at such place as GFC may designate, and in the same condition as when received, reasonable wear and tear excepted, and you will not retain any copies of such Software. If you selected the Fair Market Value option for this Supplement, you will have the option of purchasing the Equipment upon expiration or termination of this Supplement, at fair market value as reasonably determined by GFC, and take title to the Equipment when purchased. If you selected the Haas (No Purchase) option for this Supplement, you will not have the option to purchase the Equipment.

b. **Dollar Buyout Option.** If you elect the \$1 Buyout end of Supplement option above, and you are not otherwise in default under the Agreement, you will, upon the expiration of this Supplement, purchase the Equipment for one dollar (\$1.00) and will thereby take title to it. In consideration for GFC permitting you to choose the Dollar Buyout Option, and if this Agreement is deemed a conditional sales contract with respect to the Equipment, you hereby grant to GFC a security interest in and to the Equipment on effective date of this Supplement to secure all Payments. If any Equipment is subject to the \$1 Buyout option, you will report the Equipment for purposes of personal property taxes.

3. **Other Documents and Signatures.** All provisions of the GFC Leasing imageCARE Master Agreement Acceptance Supplement Schedule of Equipment/Accessories, Software, and Maintenance attached hereto are incorporated herein. End User Agreements applicable to this Supplement are available for your review under the heading "Customer Agreements with GFC Partners" at: [www.gflesch.com/terms-and-conditions](http://www.gflesch.com/terms-and-conditions). This Supplement may be executed in counterparts, which collectively will be deemed one Supplement.

GORDON FLESCH COMPANY, INC.  
 By: \_\_\_\_\_  
 Authorized Signature  
 Name: Travis Lemke  
 Title: Vice President - Leasing  
 Date: 4/22/24

CUSTOMER: Woodstock Community Unit School Dist 200 DASC  
 The undersigned affirms that he/she is duly authorized to enter into this Agreement.  
 By: \_\_\_\_\_  
 Authorized Signature  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

*GFC Leasing imageCARE Master Agreement Acceptance Supplement  
Schedule of Equipment/Accessories, Software, and Maintenance*

**CUSTOMER NAME:** Woodstock Community Unit School Dist    **Supplement #:**  
200 DASC

Qty	Model	Cust EQ	Serial Number	Location	Sup Only	Flat Rate	Image Charges			
							Black and White		Color	
							Images Included	Overages charge / image	Images Included	Overages charge / image
1	IM 7000			See Spreadsheet			1,064,990	0.004311	2,300	0.04103
1	IM 7000			See Spreadsheet			Incl Above		Incl Above	
1	IM 7000			See Spreadsheet			Incl Above		Incl Above	
1	IM 7000			See Spreadsheet			Incl Above		Incl Above	
1	IM 7000			See Spreadsheet			Incl Above		Incl Above	
1	IM 7000			See Spreadsheet			Incl Above		Incl Above	
1	IM 7000			See Spreadsheet			Incl Above		Incl Above	
1	IM 7000			See Spreadsheet			Incl Above		Incl Above	
1	IM 7000			See Spreadsheet			Incl Above		Incl Above	
1	IM 7000			See Spreadsheet			Incl Above		Incl Above	
1	IM 7000			See Spreadsheet			Incl Above		Incl Above	
1	IM 7000			See Spreadsheet			Incl Above		Incl Above	
1	IM 7000			See Spreadsheet			Incl Above		Incl Above	
1	IM 7000			See Spreadsheet			Incl Above		Incl Above	
1	IM 7000			See Spreadsheet			Incl Above		Incl Above	
1	IM 7000			See Spreadsheet			Incl Above		Incl Above	
1	PRO 8400S			See Spreadsheet			Incl Above		Incl Above	
1	PRO 8400S			See Spreadsheet			Incl Above		Incl Above	
1	PRO 8400S			See Spreadsheet			Incl Above		Incl Above	
1	PRO 8400S			See Spreadsheet			Incl Above		Incl Above	
1	PRO 8400S			See Spreadsheet			Incl Above		Incl Above	
1	PRO 8400S			See Spreadsheet			Incl Above		Incl Above	
1	PRO 8400S			See Spreadsheet			Incl Above		Incl Above	
1	PRO 8400S			See Spreadsheet			Incl Above		Incl Above	
1	PRO 8400S			See Spreadsheet			Incl Above		Incl Above	
1	PRO 8400S			See Spreadsheet			Incl Above		Incl Above	
1	PRO 8400S			See Spreadsheet			Incl Above		Incl Above	
1	IM 550F			See Spreadsheet			Incl Above		Incl Above	
1	IM 550F			See Spreadsheet			Incl Above		Incl Above	
1	IM C3510			See Spreadsheet			Incl Above		Incl Above	

**Other Solutions**

Qty	Product								