

REPORT

TO: Mayor Avis & Council

FROM: Jason Kabel, Manager of Community Services

DATE: Friday, September 4, 2015

RE: Photocopier Agreement – Memorial Sports Centre and Fort Frances Children's Complex

At the regular meeting of Council on Monday, August 10, 2015 a resolution was passed to select Lowerys Office Technologies as the photocopier vendor for the copiers at Memorial Sports Centre and the Fort Frances Children's Complex. The table below is a summary of the network copier installed at both locations:

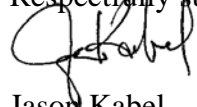
	Lowerys Office Technologies Division
Proposed Solution	Konica Minolta Bizhub C364e Digital
Discounted Purchase Price	\$6,595.00
Monthly Lease Amt.	\$130
Meter Rate – Black	\$.0075 (.75 cents)
Meter Rate – Colour	\$.065 (6.5 cents)
Labour, parts, and toner included	yes
25,000 black copies	\$187.50
5,000 colour copies	\$325.00
Est. Annual Cost	\$2,072.50
Copies per min.	36 B&W/ 36 Colour
Paper Trays	2x500, 1x2500, bypass 150
Print Resolution	1200x1200 dpi
F/T service techs	1.5

Attached is the agreement based on the monthly lease amount of \$130. Quarterly bank withdrawals of \$780 + tax, represents \$130/month for both the MSC & Daycare copiers (\$130 x 3months x 2copiers = \$780 + tax).

Recommendation

The Community Services Executive Committee recommends to Mayor & Council to authorize signing of the agreement, quarterly bank withdrawals, and payment of the initial invoice as attached.

Respectfully submitted,



Jason Kabel



Office Equipment

Service Agreement - Colour Copier

540 Central Ave.

Thunder Bay, ON P7B 6B4

T 807.344.6666

F 807.345.4446

inquiries@lowerys.com

www.lowerys.com

What should we accomplish today

This agreement is between

Customer Corporation of The Town of Fort Frances

and Lowerys.

The customer agrees to purchase and Lowerys agrees to provide the full service maintenance for the equipment identified below in accordance with the charges, terms and conditions on this page and on the reverse hereof.

☐ Silver Service

☐ Gold Service

☐ Platinum Service

Model	Description	Charge (Base)	Copies Allowed	Per Copy Overage Rate
Konica Minolta	C364e Copier			\$0.0075 - B/W
	serial # A5C1011026403			\$0.065 - F/C
	serial # A5C1011026411			

Commencement Date

Month

September

Day

1

Year

2015

Open Copier Reading (Total)

Colour

Black

Company Name

Corporation of the Township of Fort Frances

Contact Name

Jason Kabel

Address

320 Portage Avenue

City

Fort Frances

Province

Ontario

Postal Code

P9A 3M5

Phone

807-274-5323

Fax

807-274-8479

Email

Machine Location

SportsPlex - Serial # A5C1011026411 ; Children's Complex - Serial # A5C1011026403

This agreement includes operator training, replacement parts and drums (unless damaged by customer negligence), toner and developer, and service and labour during normal hours namely from 8:30am to 5:00pm Monday to Friday, except holidays.

This agreement does not include paper, service and labour outside normal working hours, staples (if applicable), applicable taxes, network changes extra.

Customer Signature

Date

Lowerys Dealer Signature

Date

Terms and Conditions

- 1 This Agreement constitutes the entire agreement between Lowerys and the Customer with respect to the provision of the services shown on the face side here (the "Services") with respect to the equipment listed on the face side hereof (the "Equipment") and the Customer acknowledges that no other written or oral agreements or representations have been made in any way by or on behalf of Lowerys in connection herewith. No modifications or additions to this Agreement shall be binding upon Lowerys unless expressly agreed to in writing by a duly authorized official of Lowerys. Nothing in this Agreement shall be binding upon Lowerys unless and until this Agreement is executed on behalf of Lowerys by its duly authorized manager.
- 2 This agreement shall continue unless cancelled by either party giving not less than thirty (30) days prior written notice of cancellation to the other party. Lowerys may change prices and or amend the terms and conditions of this agreement at any time upon thirty (30) days prior written notice to the customer of such variation or amendment. An Invoice incorporating new pricing shall be considered adequate notice.
- 3 Notwithstanding anything else contained in this Agreement, Lowerys may terminate this Agreement without notice if the Customer refuses to authorize or to pay for any repair or corrective work deemed by the Lowerys service representative to be necessary due to damage caused by Customer negligence to maintain the Equipment in good condition, or if paper or any other materials or consumables other than those conforming to the specifications of Lowerys are used with the Equipment, or if the Equipment is otherwise abused in the opinion of the Lowerys service representative. The Lowerys service representative shall be the sole judge of the maintenance and service requirements of the Equipment and as to the means and methods to be utilized in carrying out any such maintenance and service.
- 4 The Customer represents and warrants to Lowerys that the equipment is in good condition on the date of execution of this Agreement. If, in the opinion of the Lowerys service representative this is not the case, Lowerys shall supply such work, parts and materials at the regular rates of Lowerys therefore in effect from time to time forthwith upon receipt of Lowerys's invoice. The Customer hereby agrees to permit the Lowerys service representative to inspect the Equipment at any time and from time to time during the term of this Agreement during normal business hours.
- 5 The services to be provided by Lowerys under this Agreement shall include the provision of all replacement parts considered by the Lowerys service representative to be necessary to keep the Equipment in good mechanical condition and all labour, necessary replacement parts, adjustments, cleanings, and lubricating at regular intervals required for such purpose in accordance with Lowerys's repair and maintenance schedules for the equipment. Additional special service calls will be made as required by the Customer and will be free of charge when found by the Lowerys service representative to be necessary to keep the Equipment in good mechanical condition. Each such special service call shall replace the next succeeding regular maintenance call if it occurs within 21 days before the approximate date of such next succeeding regular service call.
- 6 This Agreement does not include or apply to repair or replacement of operating supplies or normal day to day maintenance performed by the key operator or charges for labour or parts required because of the use of consumables or paper not conforming to Lowerys specifications. A service charge at Lowerys's regular rates in effect from time to time shall be billed to the Customer if any service call is required for the purpose of installing any such items. However, installation of operating supplies will be performed without charge if the Lowerys service representative is required to be present for other reasons.
- 7 All charges for labour and parts and all other expenses made necessary to repair damages caused by accident, neglect or misuse, fire or water, or acts of God are not included in and shall not be provided under this Agreement. Where any such service is required an estimate of charges will be submitted for approval of the Customer before any repair work is started.
- 8 All parts and supplies provided by Lowerys under this contract are property of Lowerys. If a contract is not renewed, Customer is responsible for returning all unused supplies to a designated Lowerys location. If supplies are not returned within 30 days of non renewal of contract, Lowerys will invoice Customer for full retail value of supplies. All parts are furnished on an exchange basis; replaced parts become the property of Lowerys. Parts and supplies are provided under this contract according to the number of copies specified in the contract based on manufacturers suggested yields. Supplies required in excess of manufactures suggested yield must be paid for by the Customer separately.
- 9 This Agreement does not cover or apply to service necessitated by the malfunction of parts or attachments not made or supplied by Lowerys or conforming to Lowerys specifications; software support or network support is also not covered under this Agreement. (i.e. Driver issues/printing issues)
- 10 All service provided under this Agreement will normally be performed on the Customer's premises during the regular business hours of Lowerys. Emergency service requested at other times may be rendered by Lowerys in its discretion and shall be billed to the Customer at Lowerys's standard overtime rates in effect from time to time.
- 11 Whenever in the opinion of the Lowerys service representative it is necessary to bring the Equipment into Lowerys's repair shop, Lowerys will provide a substitute machine for temporary use by the Customer without charge. However, if the Customer's premises are located more than thirty-five (35) miles from such Lowerys repair shop, the Customer shall pay to Lowerys the cost of transportation of such substitute machine to and from Customer's premises.
- 12 When in the opinion of the Lowerys service representative a shop reconditioning or major repair is necessary because normal repair and parts replacement cannot keep the machine in good operating condition, Lowerys shall submit a cost estimate for such work to the Customer for approval and the cost of any such work, if authorized by the Customer shall be in addition to the charges under this Agreement.
- 13 The responsibility of Lowerys under this Agreement is limited to keeping the Equipment in good order and Lowerys shall not be responsible or liable in any way for any consequential, incidental or exemplary damages whether direct, indirect, and foreseeable or otherwise arising in any way from or out of this Agreement or the provision of services to the Customer hereunder.
- 14 Neither the benefits nor the obligations under this Agreement on the part of the Customer are assignable by it, directly or indirectly, without the prior written consent of Lowerys which consent may be withheld for any reason. Save as aforesaid, this Agreement shall apply to inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.
- 15 Any notices required or permitted to be given hereunder may be effectively given by letter addressed to the other party stated on the face side of hereof and mailed by registered mail, postage prepaid or delivered to such address. If mailed as aforesaid, any such notice shall be deemed to have been given on the second business day following the day upon which such notice is posted. Either party to this Agreement may change its address for service hereunder from time to time by notice given in accordance with the foregoing.
- 16 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, and Lowerys and the Customer hereby expressly attorn to the jurisdiction of the courts of the said Province of Ontario.
- 17 Within the first 3 years, of installation, Lowerys will strive to maintain a minimum production time of 90% on the equipment. Should it be found that Lowerys has failed in this endeavor; after a thorough investigation of the service history logs and other options have been exhausted, Lowerys will replace the equipment, "Like for Like" within 45 days of the customer's written request.

The parties to these present acknowledge that they have required that this Service Agreement be drafted in the English language.



1525 Buffalo Place
Winnipeg, MB R3T 1L9
Tel: (888) 599-1966 Fax: (800) 882-0560

LEASE CONTRACT

Lessee CORPORATION OF THE TOWN OF FORT FRANCES		Address 320 PORTAGE AVENUE, FORT FRANCES, ON P9A 3M5			
Equipment Description (Include Quantity, Make, Model And Serial Number(s). Add Separate Equipment Schedule If Necessary) 2 KONICA MINOLTA C364E COPIERS		Contact	Telephone No 807-274-5323		
		Facsimile No 807-274-8479	Email Address		
		Location Of Equipment (If Different Than Above)			
Term (No. Of Months) 60	<input type="checkbox"/> Monthly <input type="checkbox"/> Annual <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Other <input type="checkbox"/> Semi Annual	Total No. Of Rent Payments 20	Periodic Rent Amount 780.00 plus applicable taxes	Purchase Option Date The End Of The Term's 60 Calendar Month.	Option Purchase Price \$ _____; or <input checked="" type="checkbox"/> Fair Market Value

TERMS AND CONDITIONS

Capitalized words not defined in these terms and conditions refer to terms described above. "You" means each of the Lessees if more than one lessee is named in this Lease. "We" and "us" means NATIONAL LEASING GROUP INC.

- Rent and Term:** You agree to lease the Equipment, together with all affixed parts and accessories from us during the Term for the Rent and subject to the terms of this Lease. The Term of this Lease begins on the Lease Commencement Date to be established by us when we accept the Lease, but shall be no earlier than the date the Equipment is delivered to you. You will also pay partial Rent for the period between the delivery date of the Equipment and the due date of the first Rent payment. All Rent payments are payable in advance on the first day of each month (or other payment period) during the Term. Your receipt of our invoice is not a condition of your obligation to pay Rent or other charges when due. If the Rent includes a cost of service or maintenance, you acknowledge that such inclusion is for your convenience and you will not assert against us any claim, defense, set-off, or demand for compensation, which you might have under any service or maintenance agreement relating to the Equipment.
- Pre-Authorized Payment Plan:** You authorize us to periodically draw payments from your bank account (whether it continues to be maintained at the current location or at another branch of the bank) to pay the Rent and other amounts due under this Lease. You will immediately notify us in writing of any change in your bank account. You have attached a sample cheque marked 'void' or provided us with your bank account information. If we waive this requirement, then you agree to pay a service charge for other payment methods. You may change or cancel this authorization at any time on 10 days written notice to us. You have certain recourse rights if any debit does not comply with this agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this authorization. To obtain more information on your recourse rights, to obtain a sample cancellation form and for information on your right to cancel an authorization contact your financial institution or visit www.cdnipay.ca.
- Sales Tax:** You will pay provincial sales tax, goods and services tax and/or harmonized sales tax and all other taxes applicable to the Equipment and this Lease.
- Non-Cancelable:** This Lease cannot be cancelled by you during the Term for any reason, including equipment failure, loss or damage. You may not revoke acceptance of the Equipment. You acknowledge that you selected the Equipment and the Equipment supplier. We purchased the Equipment at your request and on your instructions. We are not responsible for equipment failure or the Equipment supplier's acts.
- No Warranties:** You are leasing the Equipment "as is". We do not make any warranty or representation whatsoever with respect to the Equipment, including, without limitation as to the durability, quality, condition or suitability of the Equipment for your purposes. We shall not be liable to you for any loss, damage or expense of any kind caused directly or indirectly by the Equipment or its use, operation, or possession, or by any interruption of service or loss of use, or for any loss of business or damage whatsoever and however caused. Where permitted, we assign all manufacturer's and supplier's warranties to you during the Term.
- Use:** You certify to us that the Equipment will be used solely for business purposes and not for personal or household purposes. You agree to keep the Equipment, at your cost, in good repair and working order and pay all costs relating to the use and operation of the Equipment so that the Rent paid to us is absolutely net. The Equipment shall remain personal property and shall not in any manner be affixed or attached to any lands or buildings without our prior written consent. You may not move the Equipment from the Location stated above or alter the Equipment in any manner without our prior written consent. You will return the Equipment to us, on the termination of this Lease, at your cost to a location directed by us, in the same condition as it was delivered, ordinary wear and tear excepted. If the Equipment is not returned to us at the end of the Term, then, provided that you have complied with all other terms of this Lease, this Lease shall be automatically renewed on a month to month basis.
- Loss, Damage and Insurance:** You are responsible for and accept the risk of loss or damage to the Equipment. You agree to keep the Equipment insured against all risk of loss in amounts and on terms acceptable to us. You will list us as loss payee and give us written proof of this insurance. If you do not provide us with such proof of insurance, you agree to pay us a loss damage waiver fee in consideration of our waiving your obligation to obtain and provide us with proof of such insurance coverage. We may (but are not obligated to) obtain insurance coverage to protect our interest in the Equipment. You will also obtain, at our request, comprehensive commercial liability insurance in amounts and on terms acceptable to us.
- Purchase Option:** If you comply with all of the terms of this Lease, you will have an option to purchase the Equipment, "as is, where is", on the Purchase Option Date for the Purchase Price. If the

Purchase Price is "Fair Market Value", then the Purchase Price shall be the fair market value of the Equipment, as determined by us, on the Option Date. You must notify us in writing at least 60 days before the Option Date if you intend to exercise the Purchase Option and you must pay the Purchase Price, plus applicable taxes, at least 30 days before the Option Date. If the required notice and payment are not received by us by the specified dates, the Purchase Option and your right to purchase the Equipment will terminate.

9. Assignment: You agree not to assign this Lease or transfer, sublease, encumber or give up possession of the Equipment without our prior written consent. If we consent, you agree to pay an assignment fee of \$150 or our actual administrative costs, whichever ever is greater. You consent to the assignment of our interest in this Lease or the Equipment to a third party and the disclosure of personal information provided by you (if any), to the assignee and the assignee's collection and use thereof without us giving you further notice. Any assignee of our interest will be entitled to enforce all of the lessor's rights under this Lease, but shall have no liability to perform any obligations under this Lease.

10. Late Charges and Administration Fees: If any payment of Rent or other sum payable under this Lease is late, you will be subject to an interest rate of 2.0% per month on the unpaid balance (24% per annum) with a minimum charge being \$10 per month. You will also pay a returned cheque charge of \$45 for any dishonoured cheque or pre-authorized payment. You agree to pay all other reasonable administrative fees charged by us to our lessees generally.

11. Default: If: (1) you fail to pay any Rent or other sum payable under this Lease when due; (2) you fail to comply with any other term of this Lease; (3) you default under any other agreement with us; (4) any representation made by you to us in connection with obtaining this Lease is or becomes untrue; (5) any of the Equipment is lost, stolen, damaged or destroyed and such loss is not covered by insurance; (6) you make any assignment for the benefit of your creditors, you become insolvent, commit any act of bankruptcy, cease or threaten to cease to do business as a going concern or seek any arrangement or compromise with your creditors; (7) any proceeding in bankruptcy, receivership, liquidation, or insolvency is commenced against you or your property; or (8) we believe, acting reasonably and in good faith, that the prospect of payment to us under this Lease is impaired; then, all Rent and any other payments to the end of the Term shall immediately become due and payable on demand. You will immediately deliver the Equipment to us, at your own expense. We may, without notice and without resort to legal process, take immediate possession of the Equipment. We may enter the premises where the Equipment is located without incurring any liability to you. You shall pay our costs of collection, re-possession of the Equipment and of the enforcement of our rights, including legal costs on a solicitor client basis. Our remedies shall be cumulative and not alternative.

12. Miscellaneous: You consent to the collection, use and disclosure of personal information for the purposes set out in this lease and to enable us to provide leasing services to you. A facsimile copy of this Lease with facsimile signatures will be treated as an original and will be admissible as evidence of this Lease. Time shall be of the essence of this Lease. This Lease shall be construed according to the laws of the Province of the Location of the Equipment. You will allow us access to the Equipment for inspection during the Term. To the extent permitted by law you waive the provisions of The Limitation of Civil Rights Act of Saskatchewan, if applicable. We are entitled to conduct a personal investigation or credit check upon you, subject to applicable legislation. The parties agree that this document be written in English. Les parties aux présentes conviennent ce document soit rédigé en anglais. This Lease shall not become binding upon us until accepted by us. This Lease is binding on your heirs, executors, administrators, successors and permitted assigns. If more than one lessee is named in this Lease, the liability of each lessee shall be joint and several. If the lessee is an individual, you acknowledge that the Equipment is not a "consumer good" within the meaning of The Personal Property Security Act of Manitoba, or similar legislation of any other province. Clerical errors shall not affect the validity of this Lease and we shall be entitled to correct all clerical errors provided that we give notice of the correction to you. This Lease constitutes the entire agreement between you and us as lessee and lessor. You acknowledge that the Equipment supplier or its sales representatives or any lease broker, are not our agents and are not authorized to waive or change the terms of the Lease or act on our behalf. We are the sole owners of the Equipment at all times during the Term. You waive the delivery of a copy of any financing statement registered in respect of this Lease. Where permitted, we grant to you and you accept a non-transferable and non-exclusive license to use any software referred to in this Lease with the Equipment. You may not alter such software and will not copy, disclose or make such software available to any other person without our prior written consent.

By signing this Lease, you, as lessee agree to the terms and conditions of this Lease and certify that all Equipment has been delivered, is fully installed and is in good operating order. You, as lessee unconditionally accept the Equipment and request that we, as lessor accept this Lease and pay the supplier of the Equipment.

CORPORATION OF THE TOWN OF FORT FRANCES

Authorized Signing Officer

For office use only				
Accepted By Lessor By:	Date Of Acceptance	Lease Commencement Date:	No. of Attachments	Lease No: 2732762

Lease Contract

Rev: 05/1



1525 Buffalo Place
Winnipeg, MB R3T 1L9
Tel: (888) 599-1966 Fax: (800) 882-05

Customer Invoice

Lessee: **CORPORATION OF THE TOWN OF FORT FRANCES**

320 PORTAGE AVENUE
FORT FRANCES, ON
P9A 3M5

Lease No: **2732762**

Description	Amount	PST/QST	GST/HST	Total
First Payment	\$780.00		\$101.40	\$881.40

Initial Payment: Due upon receipt

\$881.40

GST/HST No.	R103850269
QST No.	1008298501

I authorize the above amounts to be withdrawn from my account when due as stated above.

CORPORATION OF THE TOWN OF FORT FRANCES

x _____
Authorized Signing Officer