ORDER: APPROVE AND EXECUTE MAINTENANCE AGREEMENT WITH COPYWRITE FOR SHERIFF'S DEPARTMENT

Motion was made by Scott Allen, duly seconded by Tim Gordon, to approve and execute maintenance agreement with Copywrite for Sheriff's Department.

The vote on the motion was as follows:

Supervisor Brent Larson, voted yes Supervisor John Morgan, voted yes Supervisor Tim Gordon, voted yes Supervisor Scott Allen, voted yes Supervisor Greg Bynum, voted yes

After the vote, President Larson, declared the motion carried, this the 21st day of July, 2025.

Brent Larson, President Board of Supervisors Mike Roberts, Chancery Clerk

PROPOSAL FOR: Lafayette County Sheriff's Office

PROP	OSED	EQUI	PMENT:

Pricing per MS State Contract 8200073987 (issued May 2024)	Purchase Price:	
Sharp BP-50C31 31PPM Networkable Digital Copier/Scanner/Printer	\$ 2665.00	
Equipped with Duplexing Document Feeder, 1 X 550 Sheet Paper Tray		
BP-DE12 Stand with 1 X 550 Paper Tray	315.00	
BP-TU10 Inner Exit Tray	49.00	
AR-D5133NT AC Power Filter	126.00	
BP50CToner Supply kit	642.00	

Total	\$ 3797.00	

See Brochure for full specification

NOTABLE FEATURES:

- 31 pages per minute
- 10.1 Inch Color Touch Screen
- 100 Sheet Bypass Tray

- 150 sheet Duplexing Document Feeder
- USB Port
- 1,200 Sheet Total Paper Capacity

Maintenance Contract: 75k BW & 15k Color per year for \$ 1453.50. Copies in excess billed at \$.0092 per copy for BW and \$.0547 per copy for Color. Contract covers all parts, service, drums and toner, excludes paper.

If you have questions please call 662 316-6161(mobile) or <u>kevin@copywritecopiers.com</u> Thank you for allowing Copywrite to be of service to you.

Kevin Thomas

Copywrite of North Mississippi, Inc. 6/12/2025

COPYWRITE

OF NORTH MISSISSIPPI, INC. 1011 MUNSFORD DRIVE NEW ALBANY, MISSISSIPPI 38652 PHONE (662) 534-2683 TOLL FREE 1-800-844-5716

MAINTENANCE AGREEMENT

INITIAL PERIOD OF SERVICE
FROM date of delivery

					FROMdate o	delivery	TO 1 yea	r after date of deli
EQUIPMENT METER READING								
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F NORTH MISS	ISSIPPI, INC.	NEW ALBAN PHONE (662) TOLL FREE		AUTHORIZEI	CUSTOMER SIGNATI	URE		DATE
LES REPRESENTATI	VE .		DATE	PRINT OR T	PE CUSTOMER'S NAM	1E	TITLE	<u> </u>
PROVAL			DATE	PURCHASE I	ORDER NO.		1	P.O. DATE

WHITE COPY - OFFICE COPY CANARY COPY - CUSTOMER COPY

1. EQUIPMENT DEFINITIONS

The equipment furnished under this Agreement will be newly manufactured, reconditioned, used or the equipment already installed on a rental basis as indicated on the previous page.

2 PAYMENT TERMS

Contingent upon review and approval of Copywrite, Inc.'s Credit Department, terms of payment as provided in the Customer Agreement are payable upon receipt of invoice. Customer agrees that Copywrite, Inc. may conduct a credit investigation, including the preparation of a credit investigative report, of customer. Customer shall not be invoiced for any unit prior to the installation of that unit or as otherwise provided in writing between Copywrite. Inc. and customer. In the case of multiple unit purchases, each installation shall be separately invoiced and paid as billed, if being agreed between Copywrite, Inc. and customer that each installation constitutes a separate sale and purchase.

3 DELIVERY

Customer shall accept delivery of the equipment at the installation address indicated in this Customer Agreement in accordance with any delivery schedule stated in writing from Copywrite, Inc. to customer and in the event there is no delivery schedule so stated, then no later than fifteen (15) days after notification by Copywrite, Inc. to customer that the equipment is available for delivery.

4 INSTALLATION

Copywrite, Inc. shall install the equipment at the installation address indicated in this Gustomer Agreement unless customer requests delivery of the equipment without installation, said request having been in writing to Copywrite, Inc. from customer with receipt acknowledged by Copywrite. Inc. The equipment installation date is the date on which the equipment is determined by Copywrite, Inc. to be operating satisfactorily at the installed address, or equipment installation date shall be the date of delivery for equipment installation.

5. TITLE

Title and risk of loss shall pass to customer on the equipment installation date, except for equipment already in place on a rental basis where title shall pass to customer (and rental will terminate) on the date this Customer Agreement is accepted by Copywrite, inc., said acceptance requiring the signature of an authorized agent of Copywnite, inc. on and to this Customer Agreement. In the event this Agreement is not accepted by Copywrite, inc., customer will be billed for any rental charges incurred from the date this Agreement was received by Copywrite, inc. until the customer is notified in writing that this Customer Agreement is not accepted by Copywrite, inc.

6. SECURITY INTEREST

Copywrite, Inc. reserves and customer grants to Copywrite, Inc. a purchase money security interest in the equipment as well as any products and/or proceeds evolving from the use of said equipment or produced on the equipment provided in this Customer Agreement for the purchase of securing his balance of the purchase price due herounder and all other promises and obligations of customer to Copywrite, Inc. arising under this Agreement. It customer fails to pay the purchase price of the equipment when due or defaults in the performance of any other promise or obligation under this Agreement, Copywrite, Inc. shall have all of the rights and remedies of a secured party upon default under the Uniform Commercial Code. Customer agrees to pay to Copywrite, Inc. reasonable attorney's fees and legal expenses experienced by Copywrite, Inc. in Copywrite, Inc.'s exercising any of its rights and remedies of copywrite. Inc. in Copywrite, Inc.'s exercising any of 25% of any unpaid balance and if such percentage is not so permitted, then such other maximum percentage or amount as is permissible under applicable law. The foregoing is without limitation or waiver of any other rights or remedies of Copywrite, Inc. according to taw. It is agreed between the parties that lifteen (15) days shall constitute reasonable notice for the exercise of any right in the event that applicable law requires such notice, said notice to be in writing and posted through the United States Malts unless such notice is in writing and acknowledged by the authorized signature of both parties.

When all of the customer's promises and obligations have been fully paid and/or satisfied, Copywrite, Inc.'s security interest shall terminate.

7. WARRANTY

Copywrite, Inc. warrants that new equipment will be free of defects in material and workmanship for a period of ninety (90) days after the equipment installation date and that during said warranty period, Copywrite, Inc. will keep the equipment in good working order and will make without additional charges all necessary adjustments, repairs and parts replacements (including drums). Service pursuant to the above warranties will be furnished by Copywrite, Inc.'s service location nearest the installation address during Copywrite, Inc.'s service location nearest the installation address during Copywrite, Inc.'s rates then in effect, including travel time by Copywrite, Inc.'s technical representatives beyond thiny (30) miles form the Copywrite, Inc. service location nearest installation address. Copywrite, Inc. will not be responsible for any adjustments, repairs or parts replacements in accessary due to abuse, mistreatment or improper use of the new equipment by outsimer. Copywrite, Inc. shall not be required to make adjustments, repairs, or parts replacements if the equipment is placed in an area which violates manufacturers published space or environmental requirements, is improperly wired, moved, modified, damaged or installed, or eltered or serviced by other then Copywrite, Inc. representatives. Copywrite, Inc. shall be under no obligation to provide manufactures services for any unit of equipment relocated to any geographical area where Copywrite, Inc. does not offer the same equipment for lease or sale, said geographical areas being limited to the following countles in Miga salops: Alcorn, Senton, Caliborn, Chickasaw, Desoto, Hawamba,

Lalayette, Lee, Lowindes, Marshall, Monroe, Panola, Pontotoc, Prentiss, Tate; Tippan, Tishomingo, Union, and Yalobusha.

WITH RESPECT TO "IN-PLACE" EQUIPMENT WHICH HAS BEEN SERVICED BY COPYWRITE, INC., THE CUSTOMER AGREES TO PURCHASE SUCH EQUIPMENT ON AN "AS IS" BASIS WITHOUT WARRANTY. THE FOREGOING WARRANTIES ARE EXCLUSIVE REMEDIES AND ARE IN LIEU OF ALL OTHER WARRANTIES. EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABLITY OR FITNESS FOR A PARTICULAR PURPOSE. COPYWRITE, INC.'S LIABILITY SHALL BE LIMITED TO REPAIRING OR REPLACING ANY COUPWRITE INC WILL NOT BE RESPONSIBLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS BY CUSTOMER, LOSS OF TIME

8 SPECIFICATIONS

Copywrite, Inc. reserves the right to make substitutions and modifications to the specifications of the equipment as stated herein providing that such substitutions or modifications will not materially affect the performance of the product.

FORCE MAJEURE

Copywrite, Inc. shall not be responsible for failure or performance of this Agreement due to causes beyond its cuntrol including, but not limited to, work stoppages, lines, civil disobedience, nots, rebellions, acts of God, and similar popurrences.

10. TAXES

Customer shall pay to Copywrite, Inc. all taxes levied or based upon the purchase of the equipment, including state, local sales, and use taxes. The designation of any taxes as excess taxes, grass receipt taxes or privilege taxes, or any other designated tax, shall be disregarded by the parties as to the actual type of tax imposed, and it is the intention of the parties that all taxes, of whatever name or however levied based upon the purchase of the equipment as provided in this Customer Agreement shall be paid to Copywrite, Inc. by customer, in addition, any and all personal property taxes assessable on the equipment stated in this agreement after the equipment installation date shall be borne by customer.

11 TRAINING

Copywrite, fnc will, at no additional charge, train customer's personnel in the operation of the equipment listed in this Agreement at the service location of Copywrite, Inc. nearest customer or customer's lessee, those key operators designated in writing by customer to Copywrite. Inc. prior to the initial installation of the equipment. Said training will be limited to an amount of time not exceeding two hours for all copiers, typewriters or lax machines. Said training will be limited to an amount of time not exceeding three hours for three individuals for any typing system.

12 GOVERNING LAW

This contract shall be governed by and construed according to the laws to the State of Mississippi with jurisdiction stipulated by both parties in any county where Copywrite, Inc. is authorized to conduct business, at the discretion of Copywrite, Inc.

13. GENERAL

- (A) Neither the benefits nor obligations of this Agreement are assignable by customer without prior consent in writing from Copywrite, Inc.
- (B) This Agreement shall be governed by the laws of the State of Missiesippi as effective and in force on the date of the Agreement.
- (C) This Agreement supersedes any and all prior written or oral agreements with reference to the purchase of the equipment described herein; provided, however, that this Agreement may be modified by any Copywrite, Inc. installment purchase or lease agreement which is entered into at the same time as this Agreement and is incorporated herein. There are no covenants, conditions, or agreements between the parties except as set forth in this Agreement. This contract may be amended only by a written instrument executed by both parties.

14. CONTENTS EXCLUSIVE

This Customer Agreement constitutes the entire agreement between the parties, and supersedes and cancels all previous agreements and any additions to this Customer Agreement shall be in writing and acknowledged by the signatures of the authorized agents of both Copywrite, Inc. and customer.

15. CUSTOMER UNDERSTANDING

CUSTOMER ACKNOWLEDGES, BY ITS AUTHORIZED SIGNATURE, THAT IT MAS READ THIS AGREEMENT, UNDERSTANDS IT, AND THAT IT CONSTITUTES THE ENTIRE AGREEMENT AND UNDERSTANDING, AND INCORPORATES ALL REPRESENTATIONS, EXPRESS OR IMPLIED. BETWEEN THE PARTIES, WITH RESPECT TO THE PRODUCTS AND SERVICES TO BE FURNISHED HEREUNDER, AND THAT THIS AGREEMENT SUPERSEDES ALL PRIOR COMMUNICATIONS BETWEEN THE PARTIES, INCLUDING ALL ORAL AND WRITTEN PROPOSALS NOT SPECIFICALLY INCLUDED HEREIN.

ALL REFERENCES TO COPYWRITE, COPYWRITE, INC. OR OTHER FORMS OF THE NAME "COPYWRITE" ARE INTENDED TO INDICATE COPYWRITE OF NORTH MISSISSIPPI, INC., NEW ALBANY, MISSISSIPPI.

NOTE: The Customer Agreement does not provide delivery charges, if any, for the equipment, and at some appropriate place it should be designated that the equipment will be F.O.B. some specific designation.