



**AGREEMENT / SUPPLEMENT  
FOR PURCHASE OF MACHINES LESS THAN \$15,000.00  
FROM JACK HENRY & ASSOCIATES, INC. ("JHA")  
663 WEST HIGHWAY 60 • P.O. BOX 807  
MONETT, MISSOURI 65708  
(417) 235-6652**

**INVOICE TO:**

Customer Name: City of West Lafayette  
Street Address: 711 West Navajo  
City, State, & Zip: West Lafayette, IN 47906  
Contact Name: Judy Rhodes  
Contact Phone#: 765-775-5152  
Email: jrhode@westlafayette.in.gov

**LEASE:**  YES  NO IF 'YES', PLEASE COMPLETE BELOW:  
LEASING COMPANY (NAME & ADDRESS)

**DATE: March 19, 2015, 2015**

**SHIP TO: SAME AS ABOVE**

Customer Name:  
Street Address:  
City, State & Zip:  
Contact Name:  
Contact Phone#:

Customer Order Contact: Judy Rhodes  
Customer Order Phone: 765-775-5152  
Customer Order Fax #:  
Customer Order e-mail: jrhode@westlafayette.in.gov  
Requested Delivery Date:  
Institution Closed On (*day of week*):

*If different than Ship to information, please complete the following:*

**Customer is responsible for WAN/LAN network connectivity and management, switches, Ethernet drops, patch cables, UPS and Surge Protection, Rack Units, Rack mounting, Virus and Firewall protection. Products and/or services associated with fulfillment of these responsibilities may be purchased from JHA. Microsoft may require Customer to acquire a Service Provider Licenses Agreement for any Microsoft licensed products to be used for Commercial Hosting.**

This agreement may only be used to purchase Machines from JHA whose aggregate total is less than \$15,000.00

Product Code	Description	Qty	Price
5060B002	Canon CR-135i	1	\$2,400.00
5060B033	3 Year CarePACK	1	\$759.00
4623B001	Exchange Roller Kit	1	\$54.00
4623B002	Imprinter Ink Absorber	1	\$27.00
75-2010-901	Burroughs Smart Jogger	1	\$175.00
	Ink Cartridge	1	\$45.00
<b>TOTAL</b>			<b>\$3,460.00</b>

**IN THE EVENT THAT THIS ORDER IS ALTERED, CUSTOMER WILL REIMBURSE JHA FOR ALL REWORK CHARGES THAT MAY BE LEVIED BY VENDOR.**

TOTAL SECURITY DEPOSIT OF: \$0	SPECIAL TERMS: N/A	TERMS: Balance in full due 30 days after receipt of JHA's invoice which will be issued upon delivery of each Machine. In addition, Customer will pay 1 1/2 % interest per month (annual rate 18%) on all delinquent payments.
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Under the terms and conditions as described herein, JHA will sell Machines to Customer, unless any modifications have been made by Customer or any third party to the face of this Agreement.. The Term "Machines" is used herein to refer to Machines and/or their features (including additions and removals), model conversions (including upgrades and downgrades), machine elements, and accessories unless the context required individual reference. Machines may be manufactured from new and used parts, or may have been previously installed.

Customer agrees to purchase and accept the Machines under the terms and conditions of this Agreement. Customer further agrees, with respect to the Machines and programming, to accept responsibility for (1) their selection to achieve Customer's intended results, (2) their use, and (3) the results obtained therefrom. Customer also has the responsibility for the selection and use of, and results obtained from, any other equipment, programs, or services used with the Machines and programming.

An authorized representative of Customer has signed this Agreement where provided below. JHA's shipment of the Machines identified above shall constitute JHA's acceptance of this Agreement.

Customer: City of West Lafayette

By \_\_\_\_\_  
Authorized Signature                      Date

\_\_\_\_\_  
Name / Title (Type or Print)

jSource: 95870  
Submitted by: Ashley VanGilder/amcw

Additional terms and conditions follow and are incorporated in and made part of this agreement.

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## **PRICE AND PAYMENT**

Prices are quoted in U.S. dollars and are exclusive of (a) taxes, duties or other charges imposed by a governmental entity on the transaction, except for taxes based on JHA's income, and (b) transportation and insurance charges relating to the shipment, all of which are payable by Customer. If Customer is exempt from paying taxes on the transaction, Customer shall not be liable for paying taxes on the transaction, provided Customer has provided JHA with a copy of its current tax exemption certificate or other evidence of its tax-exempt status reasonably acceptable to JHA. Customer shall bear any personal property taxes assessable on on-order Machines on or after delivery to the carrier.

Payment in full for each Machine shall be due within thirty (30) days following receipt of JHA's correct and valid invoice for the Machines, which will be issued by JHA on delivery of the Machines to Customer. Payment in full will be due immediately if Customer refuses or delays taking delivery of the Machines. If the scheduled delivery date is extended on request of, or by the action of Customer, then Customer will pay any additional fee or charge assessed by the manufacturer or incurred by JHA, together with any warehouse charges and other related expense, if any.

## **OWNERSHIP – SECURITY INTEREST**

The ownership of all Machines transfers to Customer when delivered by the manufacturer to the transportation carrier; however, JHA reserves a purchase money security interest in all Machines until they are all paid for in full. A copy of this Agreement may be filed by JHA to perfect JHA's security interest. Customer will sign execute and deliver to JHA any other documents which are required to be filed to perfect JHA's security interest. If Customer fails to make any payment, required herein, JHA may remove said Machines from Customer's possession, at which event title is transferred to JHA.

## **SHIPMENT – RISK OF LOSS OR DAMAGE**

All Machines purchased by Customer from JHA are manufactured by other companies. JHA will advise the manufacturer of Customer's requested shipping dates, but Customer will accept and abide by any manufacturing or shipping date or sequence of Machines established or amended by the manufacturer. Customer accepts all risk of loss or damage of Machines from and after their delivery to the transportation carrier. JHA or JHA's supplier will arrange for coverage against risk of loss or damage while Machines are in transit to Customer. Such coverage will be at Customer's expense

## **DELIVERY CHARGES**

Customer will pay direct or reimburse JHA for all charges and expenses of transportation, packing, crating, rigging, storage, warehousing, unloading, delivery, insurance and handling, if any.

## **PRICE PROTECTION**

Prices for Machines shall be as shown herein, but are subject to all price increases announced by the manufacturer. If a price increase is made by the manufacturer prior to shipment of a Machine, JHA will promptly give Customer written notice of the price increase. Customer may cancel its order for that Machine by written notice immediately delivered to JHA, otherwise that Machine will remain on order at the new increased price.

## **INSTALLATION**

Some Machines and some attached peripherals are designed and manufactured to be Customer installed. These will be installed by Customer; however, if requested by Customer, JHA will install same at its then current hourly charge and expense.

All other Machines will be installed either by JHA or the manufacturer at a time convenient to both Customer and the installer. Customer will pay the installer its then current installation charges and expenses.

If requested by Customer, JHA will install Machines purchased elsewhere by Customer, and/or will integrate such Machines, if possible to do so, with Machines purchased from JHA and/or the software licensed to Customer, all at JHA's then current charges and expenses.

Customer will provide a suitable location, environment and equipment for the installation; and will assist in unpacking, moving and locating Machines, and otherwise as requested by the installer.

## **RETURNS**

Machines may be custom manufactured or configured for Customer order. As such, JHA may be unable to accept return of certain Machines. Returns require prior approval by JHA and will not be accepted more than 15 days after shipment. Approved returns will only be accepted in the original, unopened, shipping container. All approved returns will be subject to a 20% restocking fee.

If a machine is determined to be defective upon delivery to the Customer location, Customer must notify JHA within 10-days of delivery and receive a defective machine return approval. Defective machines may be repaired or replaced under the manufacturer's warranty or returned for credit at the discretion of JHA or the manufacturer. A restocking fee will not apply to approved returns of defective equipment.

## **WARRANTY**

It is understood and mutually agreed that Machines purchased by Customer from JHA under this Agreement are manufactured by companies other than JHA, and therefore JHA makes no warranty, express or implied, on any such Machines; and Customer accepts as

the sole warranty on any such Machine, such warranty as is issued or made by the manufacturer of each such Machine.

JHA does warrant to Customer that any Machine installed by JHA will be properly installed in accordance with the manufacturer's installation instructions, but JHA does not in any fashion extend to Customer any other warranty on or pertaining to such Machines.

**THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

## **MAINTENANCE AND SERVICE**

Customer may at its option and expense enter into a separate written contract with JHA or directly with the manufacturer of a Machine for ongoing or future Machine maintenance and service.

## **LIMITATION OF LIABILITY**

JHA's liability to Customer for damages, for any cause whatsoever, regardless of the form of action, whether in contract or in tort, including negligence, shall be limited to the lesser of (1) actual direct damages of the Customer or (2) the purchase price of the Machine that caused the damages or that is the subject matter of or is directly related to the cause of action.

In no event will JHA be liable for any damages caused by Customer's failure to perform Customer's responsibilities or for any lost profits or savings or other indirect, consequential or punitive damages, regardless of the form of action, whether in contract or in tort, including negligence, even if JHA has been advised of the possibility of such damages; or for any claim against the Customer by any other party, or for any damages caused by performance or non-performance of Machines or programming not designed or manufactured by JHA; nor will JHA be liable for loss of funds contained in, dispensed by, or associated with any Machine.

## **GENERAL**

This Agreement is not assignable without the prior written consent of JHA.

This Agreement supersedes all prior Agreement(s) / Supplement(s) For Purchase of Machines for the Machines listed herein.

In order to facilitate fulfillment of this agreement and to comply with the terms of related reseller relationships between JHA and JHA's suppliers, Customer agrees that JHA may disclose to its supplier(s) Customer information specific to this transaction. This information may include but is not limited to customer contact information, shipping address, equipment configuration details, and related purchases of JHA software.

Except as otherwise provided for in this Agreement, this Agreement can only be modified by a written agreement signed by the Customer and JHA; and variance from or addition to the terms and conditions of this Agreement in any other manner or other written notification from the Customer will be of no effect.

If any provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not, in any way, be affected or impaired thereby.

JHA is not responsible for failure to fulfill its obligation under this Agreement due to causes beyond its control.

No action, regardless of form, arising out of this Agreement may be brought by either party more than two years after the cause of action has arisen or, in the case of an action for non-payment, more than two years from the date the last payment was due.

Customer will pay JHA 1 ½% interest per month (18% per year), plus all attorney fees and expenses actually incurred by JHA in collecting any delinquent or past due payments of any kind due JHA by Customer.

This Agreement is governed by the laws of the State of Missouri.

**THE CUSTOMER ACKNOWLEDGES THAT THE CUSTOMER HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. FURTHER, THE CUSTOMER AGREES THAT THIS AGREEMENT, TOGETHER WITH ANY OTHER APPLICABLE JHA AGREEMENTS, CERTIFICATION, AMENDMENTS, AND SUPPLEMENTS AND ANY EXHIBITS OR ATTACHMENTS THERETO REFERENCING THIS AGREEMENT OR EXPRESSLY MADE A PART HEREOF THAT ARE DULY SIGNED BY THE PARTIES, WILL BE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES, SUPERCEDING ALL PROPOSALS OR PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.**