RENTAL AGREEMENT DIGITAL COPIERS

The parties to this agreement are: \_\_\_\_\_\_\_\_\_\_(Renter) and the State of South Dakota, \_\_\_\_\_\_\_\_\_\_\_\_\_(Agency), hereinafter referred to as the State. Renter leases to State, and State leases from Renter, the following item(s) upon the following terms and conditions and also IFB 2396, which is hereby incorporated and made part of this agreement by reference:

1. Term: The term of this Rental Agreement shall commence on the date of delivery of the equipment to the State in workable condition and shall be for a period of 36 months with a fiscal year-to-year option to extend thereafter.

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1. Payment: The State shall pay the Renter a sum of $\_\_\_\_. \_\_\_ per month. Said monthly rental payment shall include full payment for the use of one copy machine with \_\_\_\_\_\_\_\_\_\_,\_\_\_\_\_\_\_\_\_\_,\_\_\_\_\_\_\_\_\_\_for the term outlined in paragraph one. Per copy maintenance payment to include all parts, labor and operating expenses, including normal operating supplies, except paper. Monthly maintenance cost $0.\_\_\_\_ cents per copy, for the term outlined in paragraph one and for renewable years thereafter.

3. Operating expenses: The State shall pay for services required for proper operation of the equipment, as well as necessary supplies and maintenance, as provided in paragraph 2 of this agreement.

4. Downtime and loaners: Renter agrees and specifies that response time shall be (4) working hours. If machine cannot be repaired within (8) working hours from the time of the initial call to the vendor from the state agency, a loaner equal to or better than existing copier must be supplied until return of the rented equipment in acceptable condition to the State.

5. Insurance: Shall be the responsibility of the Renter.

6. Title to Equipment: The title covering the ownership of this equipment shall remain with the Renter during the term of this agreement.

7. The model and serial number(s) of the leased equipment is:

Model:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Serial Number:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. The equipment is assigned to and will be kept/maintained at:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Machine Rental Invoices shall be sent to:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Invoices for maintenance shall be sent to:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Agency Contact: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. The State reserves the right to terminate any rental agreement in accordance with any of the

following:

A. The renter agrees that the continuation of the contractual provisions contained herein is dependent upon receipt of both funding and expenditure authority from the South Dakota Legislature. In the event that the Legislature does not provide said funds or expenditure authority for any fiscal year, then and in such event, this agreement is null and void and shall expire at the end of the fiscal year in which the last funding shall be made available for the State. The renter agrees that a termination because of lack of funds or expenditure authority will not result in a claim against the State of South Dakota or any officer or employee of the State.

B. In the event a Renter fails to perform in accordance with the terms of Lease, and cannot furnish good and sufficient cause for his failure to perform, their lease shall be terminated and the State shall take the necessary action to recover any damage to the State from the defaulting Renter and his surety. Written notice shall be given to the Renter and his surety stating the cause for termination action. Circumstances such as strikes or fire, over which the Renter has no control, will not be considered sufficient cause for termination.

C. The State may terminate the Contract, in whole or in part, for convenience if the State Procurement Director determines that termination is in the State’s best interest. The State Procurement Director shall terminate the Contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State Procurement Director. The notice required shall not release either party from full performance of all terms and conditions of this lease after the notice of termination but before the lease end date.

IN WITNESS WHEREOF, the parties have duly executed this rental agreement this \_\_\_\_\_day of\_\_\_\_\_\_, 2021. (date of installation)

RENTER:

NAME OF COMPANY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TYPE OR PRINT NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

STATE OF SOUTH DAKOTA

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Department - Agency

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Authorized Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name

RENTAL #\_\_\_\_