

From: [StPaulContracts](#)
To: [Kristann Yocum](#)
Cc: [Kathy Lahlum](#)
Subject: FW: The Church of the Epiphany: Loffler New Printer Agreement
Date: Wednesday, April 13, 2022 11:21:27 AM
Attachments: [image001.png](#)
[image002.png](#)
[Epiphany Catholic Church New Loffler Lease.pdf](#)
[Loffler Indemnity Addendum -.docx](#)
[image004.png](#)
Importance: High

Kristann –

Please have the attached addendum signed with this contract.

Thanks,

John Peterson, SCLA | Claims / Risk Manager
Catholic Mutual Group | 267 E. 8th Street, St. Paul, MN 55101
W | (651) 290-1605
C | (952) 836-7920
F | (651) 290-1602
jpeterson@catholicmutual.org



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From: Kristann Yocum <kyocum@epiphanymn.org>
Sent: Tuesday, April 12, 2022 8:55 AM
To: StPaulContracts <StPaulContracts@catholicmutual.org>
Subject: The Church of the Epiphany: Loffler New Printer Agreement
Importance: High

EXTERNAL EMAIL: This message was sent from outside Catholic Mutual. Please do not click links or open attachments unless you recognize the sender of this email and know the content is safe.

Good morning. Please review/approve the attached 5-year lease agreement. Does Epiphany provide a certificate of liability insurance to Loffler?

Thanks,

Kristann Yocum

Accounting Manager

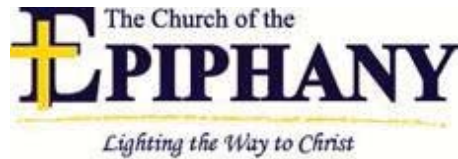
The Church of the Epiphany

1900 – 111th Avenue NW

Coon Rapids, MN 55433

(763) 862-4349 direct

(763)755-1020 office



“Blessed are those who have not seen and yet believe.” – John 20:29

From: Tait Thomsen <TThomsen@loffler.com>

Sent: Monday, April 11, 2022 6:05 PM

To: Kristann Yocum <kyocum@epiphanymn.org>

Subject: Loffler New Printer Agreement 4.11.22

Hi Kristann,

Per below, attached is the new printer agreement I need completed (all highlighted areas) and emailed back.

Please let me know if there are any questions.

Thank you!



Tait Thomsen | *Account Executive*

1101 East 78th Street, Suite 200, Bloomington, MN 55420

Phone: +1 (952) 925-6867 | Fax: +1 (952) 925-6801

LOFFLER

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From: Tait Thomsen <TThomsen@loffler.com>

Sent: Monday, April 11, 2022 4:07 PM

To: Kristann Yocum <kyocum@epiphanymn.org>

Subject: Re: The Church of the Epiphany: New Agreement

Great news!

I'll follow back up.

Thank you,

Tait Thomsen
Loffler Companies
Work #952-925-6867
Cell #612-965-0411
Sent from Samsung Smartphone



Tait Thomsen | Account Executive
1101 East 78th Street, Suite 200, Bloomington, MN 55420
Phone: +1 (952) 925-6867 | Fax: +1 (952) 925-6801

LOFFLER
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From: Kristann Yocum <kyocum@epiphanymn.org>
Sent: Monday, April 11, 2022 4:02:22 PM
To: Tait Thomsen <TThomsen@loffler.com>
Subject: [Warning: MS Excel attachment may contain malicious macros]The Church of the Epiphany:
New Agreement

Tait-
Good afternoon. Jay would like to proceed with the new contract/new copiers – Yippee!
When you have a moment, please forward the contract to me for Jay’s signature along with
any additional documents.

Thanks,

Kristann

From: Jay Tomaszewski <jtomaszewski@epiphanymn.org>
Sent: Monday, April 11, 2022 12:22 PM
To: Kristann Yocum <kyocum@epiphanymn.org>
Subject: Re: Loffler: New Agreement

I’m fine with proceeding with new contract, do you want me to sign?

Jay Tomaszewski

On Apr 7, 2022, at 12:00 PM, Kristann Yocum <kyocum@epiphanymn.org> wrote:

Jay-
Good morning. Carol Thelen and I met with Tate Thomsen, from Loffler, to
discuss the copier proposal (see attachment 1). Benefits to converting to new
agreement/copiers:

- Unlimited copies. No overages b&w or color.
- Cloud based; employees use their badges to access print jobs campus wide.

Identical access screens on all copiers.

- One universal print driver - mailboxes no longer needed.
- With overages, last 12 months Epiphany averaged \$4,096.94 per month. New agreement = \$3,627.00 regardless of number of copies printed. (Carol was not present when we discussed cost).

Please contact me when you have a few moments to discuss. Tait did mention that if we were interested in moving forward, we would want to do this soon. The lead time to receive the new machines is approximately two months. We would be looking for the conversion to take place during the summer months.

Thanks,

Kristann

From: Tait Thomsen <TThomsen@loffler.com>

Sent: Saturday, April 2, 2022 9:34 AM

To: Kristann Yocum <kyocum@epiphanymn.org>

Subject: [Warning: Attachment may contain malicious macros]Loffler New Printer Info 4.2.22

Good morning Kristann,

For our meeting on Thursday at 11AM (invite below you did accept), I have attached the documents I plan to review.

If you have time before Thursday please feel free to print this information and look them over. I'll review everything in detail on Thursday, but can answer any initial questions prior.

Thank you!

Tait Thomsen | *Account Executive*
1101 East 78th Street, Suite 200, Bloomington, MN 55420
Phone: +1 (952) 925-6867 | Fax: +1 (952) 925-6801

[GROW YOUR CAREER HERE](#)

-----Original Appointment-----

From: Tait Thomsen

Sent: Friday, April 1, 2022 12:44 PM

To: Kristann Yocum

Subject: Loffler Printer Review - 11:00AM

When: Thursday, April 7, 2022 11:00 AM-11:30 AM (UTC-06:00) Central Time (US & Canada).

Where: Tait call Kristann at 8AM

1101 East 78th Street • Bloomington, MN 55420 • Phone: 952.925.6800 • Fax: 952.925.6801

The words "Lessee," "you" and "your" refer to Client. The words "Lessor," "we," "us" and "our" refer to Loffler Companies, Inc.

CLIENT INFORMATION

FULL LEGAL NAME Epiphany Catholic Church			STREET ADDRESS 1900 111th Ave NW	
CITY Coon Rapids	STATE MN	ZIP 55433	PHONE (763) 755-1020	FAX
BILLING NAME (IF DIFFERENT FROM ABOVE)			BILLING STREET ADDRESS	
CITY	STATE	ZIP	E-MAIL	
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)				

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES	SERIAL NO.	STARTING METER	NOT FINANCED UNDER THIS AGREEMENT
Canon C5870i			<input type="checkbox"/>
Canon 6870i			<input type="checkbox"/>
Canon C5840i			<input type="checkbox"/>
(2) Canon C3826i's			<input type="checkbox"/>
(3) Canon 4725i's			<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>

See attached Schedule A See attached Billing Schedule

TERM AND PAYMENT INFORMATION

60 Payments* of \$ \$3,627.00 *If you are exempt from sales tax, attach your certificate.* **plus applicable taxes*

The payment ("Payment") period is monthly unless otherwise indicated.

Payment includes Unlimited B&W impressions per month Overages billed monthly at \$ - per B&W impression*

Payment includes Unlimited Color impressions per month Overages billed monthly at \$ - per Color impression*

Cloud Fee: N/A devices covered at \$4.95 per device per month.

END OF TERM OPTION

You will have the following option, which you may exercise at the end of the term, provided that no event of default under this Agreement has occurred and is continuing. Fair Market Value means the value of the Equipment in continued use. Purchase all of the Equipment for its Fair Market Value, renew this Agreement, or return the Equipment.

Upon acceptance of the Equipment, THIS AGREEMENT IS NONCANCELABLE, IRREVOCABLE AND CANNOT BE TERMINATED.

LESSOR ACCEPTANCE

Loffler Companies, Inc.			
LESSOR	SIGNATURE	TITLE	DATED

CLIENT ACCEPTANCE

BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT ON THIS PAGE AND ON PAGE 2 ATTACHED HERETO.

Epiphany Catholic Church			
CLIENT (as referenced above)	SIGNATURE	TITLE	DATED

FEDERAL TAX I.D. #

PRINT NAME

DELIVERY & ACCEPTANCE CERTIFICATE

You certify and acknowledge that all of the Equipment listed above: 1) has been received, installed and inspected; and 2) is fully operational and unconditionally accepted.

CLIENT (as referenced above)	SIGNATURE	TITLE	ACCEPTANCE DATE

PRINT NAME

TERMS AND CONDITIONS

1. AGREEMENT: You agree to lease from us the goods, together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries ("Equipment") and, if applicable, finance certain software, software license(s), software components and/or professional services in connection with software (collectively, the "Financed Items," which are included in the word "Equipment" unless separately stated) from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as described in this Agreement and in any attached schedule, addendum or amendment hereto ("Agreement"). You represent and warrant that you will use the Equipment for business purposes only. You agree to all of the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes all prior agreements, including any purchase order, invoice, request for proposal, response or other related document. This Agreement becomes valid upon execution by us. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law. (Continued on Page 2)

2. OWNERSHIP; PAYMENTS; TAXES AND FEES: We own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain with Supplier thereof. You will pay all Payments, as adjusted, when due, without notice or demand and without abatement, set-off, counterclaim or deduction of any amount whatsoever. If any part of a Payment is more than 5 days late, you agree to pay a late charge equal to: a) the higher of 10% of the Payment which is late or \$26.00, or b) if less, the maximum charge allowed by law. The Payment may be adjusted proportionately upward or downward: (i) if the shipping charges or taxes differ from the estimate given to you; and/or (ii) to comply with the tax laws of the state in which the Equipment is located. You shall pay all applicable taxes, assessments and penalties related to this Agreement, whether levied or assessed on this Agreement, on us (except on our income) or you, or on the Equipment, its lease, sale, ownership, possession, use or operation. If we pay any taxes or other expenses that are owed hereunder, you agree to reimburse us when we request. If we are required to remit personal property taxes with respect to the Equipment or for Lessee's use of any Financed Items under this Agreement, we may charge you a processing fee for our administering of such property tax filings. You agree to pay us a fee of up to \$50 for filing and/or searching costs required under the Uniform Commercial Code ("UCC") or other laws. You agree to pay us an origination fee of up to \$125 for all closing costs. We may apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for insufficient funds, you will pay us a service charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. EQUIPMENT; SECURITY INTEREST: At your expense, you shall keep the Equipment: (i) in good repair, condition and working order, in compliance with applicable laws, ordinances and manufacturers' and regulatory standards; (ii) free and clear of all liens and claims; and (iii) at your address shown on page 1, and you agree not to move it unless we agree in writing. You grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement or any other agreement with us ("Other Agreements"), except amounts under Other Agreements which are secured by land and/or buildings. You authorize and ratify our filing of any financing statement(s) to show our interest. You will not change your name, state of organization, headquarters or residence without providing prior written notice to us. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE: You agree to keep the Equipment fully insured against all risk, with us named as lender's loss payee, in an amount not less than the full replacement value of the Equipment until this Agreement is terminated. You also agree to maintain commercial general liability insurance with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. You will provide written notice to us within 10 days of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you do not provide us with acceptable evidence of property insurance within 30 days after the start of this Agreement, we may, at our sole discretion, do as provided in either (A) or (B) below: (A) We may secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. In addition, you agree to pay us our standard fees in connection with obtaining such insurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum. (B) We charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, leasing, manufacture, use, condition, inspection, removal, return or storage of the Equipment. All indemnities will survive the expiration or termination of this Agreement. You are responsible for any loss, theft, destruction or damage to the Equipment ("Loss"), regardless of cause, whether or not insured. You agree to promptly notify us in writing of any Loss. If a Loss occurs and we have not otherwise agreed in writing, you will promptly pay to us the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. Any proceeds of insurance will be paid to us and credited against the Loss. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to a Loss.

5. ASSIGNMENT: YOU SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER, PLEDGE OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent. You shall not consolidate or merge with or into any other entity, distribute, sell or dispose of all or any substantial portion of your assets other than in the ordinary course of business, without our prior written consent, and the surviving, or successor entity or the transferee of such assets, as the case may be, shall assume all of your obligations under this Agreement by a written instrument acceptable to us. No event shall occur which causes or results in a transfer of majority ownership of you while any obligations are outstanding hereunder. We may sell, assign, or transfer this Agreement without notice to or consent from you. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. **You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us.** This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. DEFAULT AND REMEDIES: You will be in default if: (i) you do not pay any Payment or other sum due to us or you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or fail to perform or pay under any material agreement with any other entity; (ii) you make or have made any false statement or misrepresentation to us; (iii) you or any guarantor dies, dissolves, liquidates, terminates existence or is in bankruptcy; (iv) you or any guarantor suffers a material adverse change in its financial, business or operating condition; or (v) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can cancel this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any remedies available to us under the UCC and any other law and we may require that you immediately stop using any Financed Items. If we take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement and you will be responsible for any deficiency. In the event of any dispute or enforcement of our rights under this Agreement or any related agreement, you agree to pay our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. **WE SHALL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE.** Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. **You waive all rights under sections 2A-508 through 522 of the UCC.** If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.

7. INSPECTIONS AND REPORTS: We have the right, at any reasonable time, to inspect the Equipment and any documents relating to its installation, use, maintenance and repair. Within 30 days after our request (or such longer period as provided herein), you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains. You authorize us to obtain credit bureau reports for credit and collection purposes and to share them with our affiliates and agents.

8. END OF TERM: Unless the purchase option is \$1.00, at the end of the initial term, this Agreement shall renew for successive 12-month renewal term(s) under the same terms hereof unless you send us written notice between 90 and 150 days before the end of the initial term or at least 30 days before the end of any renewal term that you want to purchase or return the Equipment, and you timely purchase or return the Equipment. You shall continue making Payments and paying all other amounts due until the Equipment is purchased or returned. As long as you have given us the required written notice, if you do not purchase the Equipment, you will return all of the Equipment to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. **YOU ARE SOLELY RESPONSIBLE FOR REMOVING ANY DATA THAT MAY RESIDE IN THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO HARD DRIVES, DISK DRIVES OR ANY OTHER FORM OF MEMORY.** You cannot pay off this Agreement or return the Equipment prior to the end of the initial term without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the price of the Equipment.

9. USA PATRIOT ACT NOTICE; ANTI-TERRORISM AND ANTI-CORRUPTION COMPLIANCE: To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each client who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity. You and any other person who you control, own a controlling interest in, or who owns a controlling interest in or otherwise controls you in any manner ("Representatives") are and will remain in full compliance with all laws, regulations and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terrorism, and neither you nor any of your Representatives is or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Department of State. You shall, and shall cause any Representative to, provide such information and take such actions as are reasonably requested by us in order to assist us in maintaining compliance with anti-money laundering laws and regulations.

10. MISCELLANEOUS: Unless otherwise stated in an addendum hereto, the parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually or electronically signed signature and is held or controlled by us; and (iii) to the extent this Agreement constitutes chattel paper (as defined by the UCC), a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you or we executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually and to send to us the manually signed, duly executed documents via overnight courier on the same day that you send us the facsimile, scanned or electronic transmission of the documents. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. Whenever our consent is required, we may withhold or condition such consent in our sole discretion, except as otherwise expressly stated herein. From time to time, Supplier may extend to us payment terms for Equipment financed under this Agreement that are more favorable than what has been quoted to you or the general public, and we may provide Supplier information regarding this Agreement if Supplier has assigned or referred it to us. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications, including but not limited to pre-recorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system, from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider. You authorize us to make non-material amendments (including completing and conforming the description of the Equipment) on any document in connection with this Agreement. Unless stated otherwise herein, all other modifications to this Agreement must be in writing and signed by each party or in a duly authenticated electronic record. This Agreement may not be modified by course of performance.

11. WARRANTY DISCLAIMERS: WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS." YOU HAVE SELECTED SUPPLIER AND THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. IN THE EVENT WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE DOES NOT TAKE RESPONSIBILITIES FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, INFRINGEMENT OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS. SO LONG AS YOU ARE NOT IN DEFAULT UNDER THIS AGREEMENT, WE ASSIGN TO YOU ANY WARRANTIES IN THE EQUIPMENT GIVEN TO US.

12. LAW; JURY WAIVER: This Agreement will be governed by and construed in accordance with the law of the principal place of business of Lessor or, if assigned, its assignee. You consent to jurisdiction and venue of any state or federal court in the state of Lessor or, if assigned, its assignee has its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **BOTH PARTIES WAIVE ALL RIGHTS TO A TRIAL BY JURY.**

13. MAINTENANCE AND SUPPLIES: You have elected to enter into a separate arrangement with Supplier for maintenance, inspection, adjustment, parts replacement, drums, cleaning material required for proper operation and toner and developer ("Arrangement"). You agree to pay all amounts owing under this Agreement regardless of any claim you have against Supplier relating to the Arrangement. Supplier will be solely responsible for performing all services and providing all supplies under the Arrangement. You agree not to hold Lessor (if different from Supplier) or any assignee of this Agreement responsible for Supplier's obligations under the Arrangement. As a convenience to you, we will provide you with one invoice covering amounts owing under this Agreement and the Arrangement. If necessary, Supplier's obligations to you under the Arrangement may be assigned by us. You agree to pay a monthly supply freight fee to cover the costs of shipping supplies to you. You agree to pay a Cloud fee to cover all expenses associated with the backup, storage, and reinstallation of machine data. Each month, you are entitled to produce the minimum number of impressions shown on page 1 of this Agreement for each applicable impression type. Regardless of the number of impressions made, you will never pay less than the minimum Payment. You agree to provide periodic meter readings on the Equipment. You agree to pay the applicable overage charge for each metered impression that exceeds the applicable minimum number of impressions. Impressions made on equipment marked as not financed under this Agreement will be included in determining your impression and overage charges. At the end of the first year of this Agreement, and once each successive 12-month period thereafter, the maintenance and supplies portion of the Payment and the overage charges may be increased by a maximum of 15% of the existing payment or charge. In order to facilitate an orderly transition, the start date of this Agreement will be the date the Equipment is delivered to you or a date designated by us, as shown on the first invoice. If a later start date is designated, in addition to all Payments and other amounts due hereunder, you agree to pay us a transitional payment equal to 1/30th of the Payment, multiplied by the number of days between the date the Equipment is delivered to you and the designated start date. The first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month.



1101 E 78th Street, Bloomington, MN 55420
 952-925-6800 *Fax 952-925-6801

MAINTENANCE AGREEMENT

VALUE LEASE

C U S T O M E R	Company		Customer #		C O N T A C T	Meter Contact	
	Epiphany Catholic Church					Kristann Yocum	
	Address					Phone (Required)	
	1900 111th Ave NW					(763) 755-1020	
	City	State	Zip		E-mail Address	Meter Collection Method	
	Coon Rapids	MN	55433		kyocum@epiphanymn.org	NA	

Supported equipment - The following list of equipment will be covered under the Loffler maintenance agreement. If additional space is needed, please use the Loffler Schedule A. By signing this agreement, the customer acknowledges they have viewed the Loffler maintenance terms and conditions located on the Loffler website, which may be downloaded from our website if a hard copy is required.

MAKE/MODEL	DESCRIPTION	SERIAL NUMBER	ID	BEGIN METER
Canon	C5870i			
Canon	6870i			
Canon	C5840i			
Canon	C3826i			
Canon	C3826i			
Canon	4725i			
Canon	4725i			
Canon	4725i			

Please list additional equipment on attached Schedule A

Supplies Included	X	Black Toner	X	Color Toner	X	Staples Included	NA
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Special Instructions:

Customer Signature **X** _____ Customer's Title _____

Print Customer's Name Epiphany Catholic Church _____

Loffler Companies Representative _____ Loffler Company Acceptance Date _____

Loffler Companies Officer Approval _____
 Signature _____ Date _____

Please carefully review the Terms and Conditions on our website, <https://info.loffler.com/loffler-terms-and-conditions>, and provide a customer signature. Version 103119.

ARCHDIOCESE OF SAINT PAUL AND MINNEAPOLIS INDEMNIFICATION GUIDELINES

The Archdiocese of Saint Paul and Minneapolis coverage program is requesting its business partners agree to indemnification language in contracts that is fair and reasonable.

With the understanding that there are liability risks with some business relationships, we understand our partners' desire to limit liability. It is our intent to provide indemnification protection to our partners for claims arising from our operations and negligence.

Operating in an increasingly difficult liability environment, the Archdiocese's coverage program is unable to provide financial protection for our contractual partners when claims arise outside our services or occur due to the fault of a contract partner. We believe it is unreasonable for a contract partner to demand financial protection for a claim not arising from our services or a claim where a contract partner is negligent.

The attached Addendum to Contract provides financial protection for our partners when claims arise from contracted services and for claims when the Parish is negligent.

The addendum accomplishes two goals. First, ensuring our partners are protected. The second, ensuring we can continue our important missions. The Archdiocese is asking that the language in the attached Addendum to Contract be included in future contracts, or the addendum simply be attached to an existing or proposed contract.

ADDENDUM TO CONTRACT –
INDEMNITY LANGUAGE/NO WAIVER OF SUBROGATION

CONTRACT PARTNER: Loffler Companies

TERM OF CONTRACT: 60 Months

CONTRACT (Description of Contract): Fair Market Value

The PARISH agrees to defend, protect, indemnify and hold harmless the above named CONTRACT PARTNER against and from all claims arising from the negligence or fault of PARISH or any of its agents, officers, employees or volunteers for claims arising from the above identified CONTRACT and arising from PARISH'S negligence.

The PARISH agrees to insure the rented property for the Actual Cash Value (ACV) of the rented property. This ACV reflects the depreciated value of the rented property, based on its age, condition and life expectancy. In the case of damage or loss, both parties will arrive at an agreed-upon ACV of the rented property.

NO WAIVER OF SUBROGATION: PARISH does not waive or limit any rights of recovery against the CONTRACT PARTNER for any claims or damages resulting from the negligent acts of the CONTRACT PARTNER associated with the contract.

CONTRACT OVERRIDE AND SEVERABILITY PROVISION: CONTRACT PARTNER and PARISH agree that this addendum overrides any and all portions of previous agreements, including but not limited to any insurance or indemnification language, between CONTRACT PARTNER and PARISH that contain language in contradiction with this agreement when this ADDENDUM is attached to an existing CONTRACT or stands alone whether or not the existing CONTRACT has been previously signed or will be signed in the future. If any portion of this Addendum is deemed or is determined to be in conflict with local or state or national statutes, both CONTRACT PARTNER and PARISH agree that the portion of the Addendum which is in conflict with the statute will be stricken from the Addendum with the remainder of the Addendum remaining binding for both parties.

PARISH: _____

CONTRACT PARTNER: Loffler Companies

SIGNED BY: _____
(Representative of PARISH)

SIGNED BY: 
(Representative of CONTRACT PARTNER)

NAME (Please Print): _____

NAME (Please Print): Tait Thomsen

DATE: _____

DATE: 02/15/2022