

RESOLUTION – OUT OF ORDER

No. 2025/08/01

To the HONORABLE MARK DEWITTE, Chairman, and Members of the Hawkins County Board of Commission in Regular Session met this 25th day of August 2025.

RESOLUTION IN REF: APPROVAL FOR THE HAWKINS COUNTY ASSESSOR OF PROPERTY OFFICE TO LEASE A KYOCERA MZ3200i COPIER FOR A 48-MONTH TERM THROUGH AZOR INC. AND GREAT AMERICA FINANCIAL SERVICES

WHEREAS, the Hawkins County Assessor of Property office has a current lease for a copier which has expired; and

WHEREAS, the proposed contract shall include a monthly payment amount of \$108.01 for 48 months, and provides an upgraded and new copier; now

THEREFORE, BE IT RESOLVED that County Mayor Mark DeWitte is authorized to sign the lease agreement for said copier.

Introduced By Esq. JASON ROACH, BUDGET COMM. CHAIR

Seconded By Esq. _____

Date Submitted 8-19-25

Mark DeWitte
County Clerk

ACTION: AYE NAY PASSED

Roll Call _____

Voice Vote _____

Absent _____

COMMITTEE ACTION

By: _____

Chairman _____

AGREEMENT

GREATAMERICA FINANCIAL SERVICES CORPORATION
 PAYMENT ADDRESS:
 PO Box 660831, Dallas TX 75266-0831

AGREEMENT NO.: 3177201



CUSTOMER ("YOU" OR "YOUR")

FULL LEGAL NAME: **Hawkins, County of DBA Hawkins County Property Assessor**

ADDRESS: **100 E Main St Rogersville, TN 37857-3358**

VENDOR (VENDOR IS NOT OUR AGENT AND IS NOT AUTHORIZED BY US TO ACT ON OUR BEHALF OR TO WAIVE OR ALTER ANY PROVISION OF THIS AGREEMENT)

A-Z Office Resource Inc. Morristown, TN

EQUIPMENT AND PAYMENT TERMS

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES

☐ SEE ATTACHED SCHEDULE

1 Kyocera TASKalfa MZ3200i Copier

EQUIPMENT LOCATION: **110 E Main St Ste 201 Rogersville, TN 37857-3361**

(*PLUS TAX)

TERM IN MONTHS: **48** MONTHLY PAYMENT AMOUNT*: **\$108.00**

PURCHASE OPTION*: **\$1.00**

ADDITIONAL TERMS AND CONDITIONS

AGREEMENT. You want us to now pay your Vendor for the equipment and/or software referenced herein ("Equipment") and the amounts your Vendor included on the invoice to us for the Equipment for related installation, training, and/or implementation costs, and you unconditionally agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement will begin on the date the Equipment is delivered to you or any later date we designate. We may charge you a one-time origination fee of \$125.00. If we do not receive by the due date, at the remittance address indicated on your invoice, any amount payable to us, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars (\$26.00); or 2) the highest lawful charge, if less.

NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU UNDERSTAND WE ARE PAYING FOR THE EQUIPMENT BASED ON YOUR UNCONDITIONAL ACCEPTANCE OF IT AND YOUR PROMISE TO PAY US UNDER THE TERMS OF THIS AGREEMENT, WITHOUT SET-OFFS FOR ANY REASON, EVEN IF THE EQUIPMENT DOES NOT WORK OR IS DAMAGED, EVEN IF IT IS NOT YOUR FAULT.

EQUIPMENT USE. You will keep the Equipment in good working order, use it for business purposes only, and not modify or move it from its initial location without our consent. You must resolve any dispute you may have concerning the Equipment with the manufacturer or Vendor. Payments under this Agreement may include amounts you owe your Vendor under a separate arrangement (for maintenance, service, supplies, etc.), which amounts may be invoiced by us on your Vendor's behalf for your convenience.

SOFTWARE/DATA. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.

NO WARRANTY. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU HAVE ACCEPTED THE EQUIPMENT "AS-IS". YOU CHOSE THE EQUIPMENT, THE VENDOR AND ANY/ALL SERVICE PROVIDER(S) BASED ON YOUR JUDGMENT. YOU MAY CONTACT YOUR VENDOR FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER OR VENDOR IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.

ASSIGNMENT. You may not sell, assign or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement or our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, the assignee will have our rights but will not be subject to any claim, defense, or set-off assertable against us or anyone else.

LAW/FORUM. This Agreement and any claim related to this Agreement will be governed by Iowa law. Any dispute will be adjudicated in a state or federal court located in Linn County, Iowa. You consent to personal jurisdiction and venue in such courts and waive transfer of venue. Each party waives any right to a jury trial.

LOSS OR DAMAGE. You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. We are not responsible for, and you will indemnify us against, any claims, losses or damages, including attorney fees, in any way relating to the Equipment or data stored on it. This indemnity will survive the expiration of this Agreement. In no event will we be liable for any consequential or indirect damages.

INSURANCE. You agree to maintain commercial general liability insurance acceptable to us. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to 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. 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 3% per annum.

TAXES. You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement. You agree to file any required personal property tax returns. Sales or use tax due upfront will be payable over the term with a finance charge.

OWNERSHIP. You own the Equipment, including any software license rights granted to you, if any, by us or any third party supplier(s). You hereby grant us a security interest in the Equipment to secure your performance under this Agreement, to be released at the end of the term provided you have performed all of your obligations under this Agreement.

DEFAULT/REMEDIES. If a payment becomes 10+ days past due, or if you otherwise breach this Agreement, you will be in default, and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, discounted at 3% per annum; and we may disable or repossess the Equipment and use all other legal remedies available to us. You agree to pay all costs and expenses (including reasonable attorney fees) we incur in any dispute with you related to this Agreement. You agree to pay us interest on all past due amounts at the rate of 1.5% per month, or at the highest rate allowed by applicable law, if less.

UCC. You agree that this Agreement is (and/or shall be treated as) a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.

MISCELLANEOUS. This Agreement is the entire agreement between you and us relating to the Equipment and supersedes any prior representations or agreements, including any purchase orders. Amounts payable under this Agreement may include a profit to us. The parties agree that the original hereof for enforcement and perfection purposes, and the sole "record" constituting "chattel paper" under the UCC, is the paper copy hereof bearing (i) the original or a copy of either your manual signature or an electronically applied indication of your intent to enter into this Agreement, and (ii) our original manual signature. If any provision of this Agreement is unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law. Any change must be in writing signed by each party.

APPLICABLE TO GOVERNMENTAL ENTITIES ONLY

You hereby represent and warrant to us that as of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on your behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against you have been followed; (c) the Equipment will be operated and controlled by you and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted, and unencumbered appropriation; (e) you intend to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) your obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of your tax or general revenues; and (h) you will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns. If funds are not appropriated to pay amounts due under the Agreement for any future fiscal period, you shall have the right to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available, without penalty or additional expense to you (other than the expense of returning the Equipment to the location designated by us), provided that at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, your Chief Executive Officer (or Legal Counsel) delivers to us a certificate (or opinion) certifying that (a) you are a state or a fully constituted political subdivision or agency of the state in which you are located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by you; and (d) you have exhausted all funds legally available for the payment of amounts due under the Agreement. You agree that this paragraph shall only apply if, and to the extent that, state law precludes you from entering into the Agreement if the Agreement constitutes a multi-year unconditional payment obligation.

LESSOR ("WE", "US", "OUR")

CUSTOMER'S AUTHORIZED SIGNATURE

THIS AGREEMENT IS NON-CANCELABLE FOR THE FULL AGREEMENT TERM. THIS AGREEMENT IS BINDING WHEN WE EXECUTE THIS AGREEMENT AND PAY FOR THE EQUIPMENT.

LESSOR: **GreatAmerica Financial Services Corporation**

CUSTOMER: **(As Stated Above)**

SIGNATURE: _____ DATE: _____

SIGNATURE: **X** DATE: _____

PRINT NAME & TITLE: _____

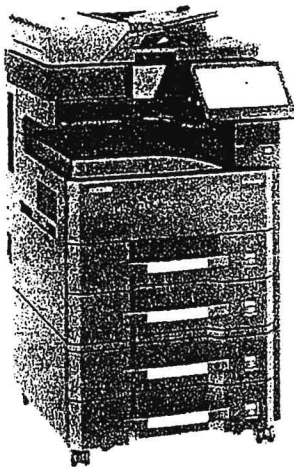
PRINT NAME & TITLE: _____



Hawkins Co. Property Assessor
110 East Main Street, Room 201
Rogersville, TN
37857

06/10/25
Proposal By: Gary Varnell
Phone: (423) 272-7664

Kyocera MZ3200i



- 32 PPM Multifunction
- Standard Network Print & Scan
- Letter / Legal / Ledger
- Standard 100 Sheet Bypass
- Standard Dual 500 Sheet Drawers
- Optional Dual 500 Sheet Drawers Included (Total: 4 Drawers)
- Automatic Meter Readings

Your Pricing for the Kyocera MZ3200i

Price: \$108.01 / mo for 48 months

Signature of Acceptance:

Service Agreement Pricing

Transfer Current Agreement

Service Agreement Includes:

- All Black Toner Cartridges
- Any Routine Service Labor
- Initial Setup
- Covers all MFP Operating Parts

Please see attached brochure for specifications on the Kyocera MZ3200i



ROS/AZOR Inc. SERVICE AGREEMENT

The Parties hereto agree that Rogersville Office Supply/AZOR Inc. shall provide comprehensive support services to the Customer (_____), including but not limited to: assistance with issues related to the functionality and performance of services; handling general inquires, account management, and billing issues and maintenance to ensure optimal performance and security of Services.

Rogersville Office Supply/AZOR Inc. shall offer support services during the following hours: Monday to Friday 8:00am to 4:00pm (EST) excluding all major holidays.

Rogersville Office Supply/AZOR Inc., commits to a 24 hour response time (excluding weekends and federal holidays) for repair/resolution of issues with the copier. In the event a repair/resolution can not be accomplished within the 24 hour time frame, an alternative copy machine will be provided at no cost to the _____ Office to use until the original machine is repaired or replaced.

Additional provisions of this Agreement are set forth in the ROS/AZOR, Inc. Service Proposal attached hereto and incorporated herein.

Signature

Signature

Print

Print

Date
Date

From: Gary Varnell <gvarnell@azorinc.com>
Sent: Tuesday, August 19, 2025 8:36:22 AM
To: Michael Gillespie <Michael.Gillespie@cot.tn.gov>
Subject: Re: Copier Question

Good morning. The service manager was out of the office yesterday & was unavailable, so I could not talk to him yesterday. However, I talked to him this morning & he said it was ok for me to sign. He said that they don't have a problem with the terms. I honestly thought he would, but he said they have it covered. I won't be in my office until later this afternoon, but I can sign it & send it back then. Have a great day!

Thanks,

Gary Varnell
Kyocera Sales

From: Michael Gillespie <Michael.Gillespie@cot.tn.gov>
Sent: Monday, August 18, 2025 3:18:12 PM
To: Gary Varnell <gvarnell@azorinc.com>
Subject: Re: Copier Question

I'll run this by attorney, I'm in a budget meeting now. I'll will get back with you shortly

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From: Gary Varnell <gvarnell@azorinc.com>
Sent: Monday, August 18, 2025 3:13:42 PM
To: Michael Gillespie <Michael.Gillespie@cot.tn.gov>
Subject: Re: Copier Question

If this said 72 hrs for the loaner, I do not think they would have an issue with it. The problem is sometimes they call and find out what the issue is and then if the part is not in stock, they have to order it. They generally come in within a couple days, but they would not want to bring a loaner the next day and then the part would come in a day later to fix the machine. There has never been a time when any of the machines at any of the county offices has been left down for more than a day or two to my knowledge though. If something like that ever happens, we always bring a loaner. Since you all are keeping your other copier, you would have that as a backup for an emergency like that though.

Thanks,

Gary Varnell | Kyocera Sales