

**Stephen F. Austin State University**

Procurement and Property Services

Nacogdoches, Texas 75962-3030

Phone (936) 468-2206 * Fax (936) 468-4282

PO Number: **B2000050**PO Date: **02/19/20**

Delivery Date:

Supplier:Thermo Fisher Financial Services Inc
168 3rd Ave
Waltham MA 02451-7551**CONFIRM RECEIPT OF PURCHASE ORDER AND
ACCEPTANCE OF DELIVERY DATE
BY EMAILING PURCHASE@SFASU.EDU.**

joneskk2@sfasu.edu

Send Billing Invoice to:Stephen F. Austin State University
P.O. Box 6085
Nacogdoches, TX 75962-6085
ATTN: Accounts Payable**Ship to:**Health Services
Health Clinic 138
2106 Raguet St N
SFA Box 13058
Nacogdoches TX 75962**Terms: Net 30****FOB: Installed****PURCHASE ORDER NO. MUST APPEAR ON ALL
SHIPPING DOCUMENTS AND INVOICES**

Item	Description	Quantity	Unit Cost	Total Cost
	60 Month lease agreement for the Fisher Healthcare Abbott Ruby Analyzer in accordance with Agreement #500-50052773 and iContracts #715982 ---- Install Date: 02/07/2020 Model #08H67-01 Serial #71313BG ---- Lease Period: 03/01/2020 - 02/28/2025 ---- First Choice Cooperative #FC2118 ---- RE: R0070582/B2000050 ---- This PO is for:			

Purchaser: Kim Jones

(936) 4686551

ADDITIONAL CHARGE:Vendor ID: **20408986**

Collegiate Licensed:

DISCOUNT/TRADE-IN:

Req No:

Employee/Employee Relationship:

TOTAL:**CONTINUED**Blanket Order: **B2000050**

HUB Status:

Purchase Class: **Cooperative Purchase**

Vendor Warrant Hold process runs nightly and terminates any vendors on hold. Vendor EPLS status verified by Purchaser.

**Stephen F. Austin State University**

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 SHIPPING DOCUMENTS AND INVOICES**

Item	Description	Quantity	Unit Cost	Total Cost
1	000P98112E RENTAL/LEASE, EQUIPMENT NOT OTHERWISE CLASSIFIED Payment #1 of monthly lease agreement due in advance.	1.00 MTH	753.2800	753.28
2	000P98112E RENTAL/LEASE, EQUIPMENT NOT OTHERWISE CLASSIFIED Monthly lease payments #2 - #60	59.00 MTH	753.2800	44,443.52
3	000P96339A FEES (NOT OTHERWISE CLASS.) One time documentation fee due at the beginning of lease agreement.	1.00 SRV	150.0000	150.00

Purchaser: Kim Jones

(936) 4686551

ADDITIONAL CHARGE:**.00**Vendor ID: **20408986**

Collegiate Licensed:

DISCOUNT/TRADE-IN:**.00**

Req No:

Employee/Employee Relationship:

TOTAL:**45,346.80**Blanket Order: **B2000050**

HUB Status:

Purchase Class: **Cooperative Purchase**

Vendor Warrant Hold process runs nightly and terminates any vendors on hold. Vendor EPLS status verified by Purchaser.


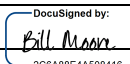


Lease Agreement

LESSEE	Full Legal Name Stephen F. Austin State University			Phone Number												
	Billing Address Attn: Accounts Payable PO Box 6085, Nacogdoches, TX 75962			Purchase Order Requisition Number												
	Equipment Location (if not the same as above) 2106 Raguet St., Nacogdoches, TX 75962			County		Send Invoice to Attention of:										
EQUIPMENT INFORMATION	Fisher HealthCare (Vendor ID: I7673): Abbott Ruby Analyzer			NUMBER AND AMOUNT OF LEASE PAYMENTS	Number of Lease Payments		Lease Payment Amount		Applicable Sales Tax		Total					
					60		\$753.28		Exempt		\$753.28					
					Amount Due at Lease Signing											
	Lease Term In Months 60				End of Lease Option FMV			Payment Frequency Monthly			First Payment Period \$753.28		(PLUS) Security Deposit \$150.00		(PLUS) Other \$903.28	

TERMS AND CONDITIONS

- 1. Lease:** You ("Lessee") agree to lease from us ("Lessor") the equipment (including software license fees ("Licensed Software"), if any, "Equipment") listed above and on any attached schedule (the "Lease"). You authorize us to adjust Lease Payments by up to 5% if the Equipment cost or taxes differ from the supplier's estimate. Further, we may adjust the Lease Payments set forth herein in an amount proportionate to any increase (from the date we calculated your Lease Payments to the date we countersign the Lease) in the interpolated like-term Interest Rate Swap as published in the ICE Report Center daily update referencing USD Rates 1100 (<https://thcoice.com/marketdata/reports/180>). The Lease starts on the day the Equipment is delivered to you ("Commencement Date") and the Lease Payments shall be payable in advance beginning on the Commencement Date or any later date we designate and thereafter until all fully paid. If we designate Lease Payments to begin after the Commencement Date, you will pay an interim Lease Payment for Equipment use for the period from the Commencement Date until the first Lease Payment due date, calculated on the amount of the Lease Payments, the number of days in the period, and a 360 day year. Your Lease obligations are absolute, unconditional, and are not subject to cancellation, reduction, setoff or counterclaim. You agree to pay a fee of up to \$ 250.00 to reimburse our expenses for preparing financing statements, other documentation costs and ongoing administration costs during the Lease term. Security deposits are non-interest-bearing and may be applied to cure a Lease default. If you are not in default, we will return your deposit when the Lease ends, without interest, unless otherwise required by law. If a payment is not made when due, you will pay us a late charge of 5% for each payment or \$10.00, whichever is greater. We may charge you a fee of \$25.00 for any check that is returned. You agree that no one is authorized to waive or change any lease term or provision.
- 2. Title:** Unless you have a \$1.00 purchase option, we will have Equipment title, other than for Licensed Software you don't own. If you have a \$1.00 purchase option and/or the Lease is deemed to be a security agreement, you grant us a security interest in the Equipment and all proceeds, and authorize us to file financing statements on your behalf.
- 3. Equipment Use, Maintenance and Warranties:** We are leasing the Equipment to you "AS-IS" AND MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. We transfer to you any manufacturer warranties. You must, at your cost, keep the Equipment in good working condition. If Lease Payments include third-party maintenance and/or service costs, you agree that (i) we are not responsible to provide the maintenance or service, (ii) you will make all maintenance and service related claims to the third party, and (iii) any maintenance or service claims will not impact your Lease Payment obligations. The Equipment cannot be moved from the location above without our prior written consent. We may inspect the Equipment during the Lease term.
- 4. Assignment:** You agree not to transfer, sell, sublease, assign, pledge or encumber the Equipment or any rights under this Lease without our prior written consent, and if you do, you will still be fully responsible for all your Lease obligations. You agree that we may sell, assign, or transfer ("Transfer") the Lease to a third party, and the third party will have our Transferred rights, but none of our obligations, and such rights will not be subject to any claims, defenses, or setoffs that you may have against us or any supplier.
- 5. Risk of Loss and Insurance:** You shall bear all risk of Equipment loss or damage. If any such loss or damage occurs you still must satisfy all of your Lease obligations. You will (i) keep the Equipment insured against all risks of loss or damage for an amount equal to its replacement cost, (ii) list us as the insurance sole loss payee and (iii) give us written proof of the insurance. If you do not provide such insurance, we have the right, without obligation, to obtain such insurance and add an insurance fee (which may include a profit) to the amount due from you. We have no responsibility for any Equipment losses or injuries and you will reimburse us and defend us against any such claims, which obligation will survive Lease termination. You will obtain and maintain comprehensive public liability insurance naming us as an additional insured with coverages and amounts acceptable to us.
- 6. Taxes:** You agree to pay when due, either directly or as reimbursement to us, all taxes (i.e., sales, use and personal property) and charges in connection with ownership and use of the Equipment. We may charge you a processing fee for administering property tax filings. You will indemnify us on an after-tax basis, on demand, against the loss or unavailability of any lessor-anticipated Equipment ownership tax benefits caused by any of your acts or omissions.
- 7. End of Lease:** Unless you have a \$1.00 purchase option, you will give us at least 90 days but not more than 180 days written notice (to our address below) before the initial Lease term (or any renewal term) expiration of your intention to purchase or return the Equipment, whereupon you may: a) purchase all, but not less than all, of the Equipment as indicated above or b) return it in good working condition at your cost how, when and where we direct. Any FMV purchase option amount will be determined by us based on the Equipment's in place value. If you don't notify us, or if you don't a) purchase or b) return the Equipment as provided herein, this Lease will automatically renew at the same payment amount for consecutive 180-day periods. If the equipment includes any Licensed Software you hereby agree to assign the related License Agreement to us without reservation of any rights by you. If the licensor's consent is required to properly assign the license to us, you will assist us in obtaining such consent.
- 8. Default and Remedies:** You are in default on this Lease if: a) you fail to pay a Lease Payment or any other amount when due; or b) you breach any other obligation under the Lease or any other lease with us; or c) the Lessee principal owner or any Lease guarantor dies; or d) you or any guarantor becomes insolvent, merges, or is sold. Upon default, we may: a) declare the entire balance of unpaid Lease Payments for the full Lease term immediately due and payable; b) sue you for and receive the total amount due on the Lease plus the Equipment's anticipated end-of-Lease fair market value ("FMV") or fixed price purchase option (the "Residual") with future Lease payments and Residual discounted to the date of default at the lesser of the implicit rate of this Lease or the rate then available for U.S. Treasury Bills having an average life equal to the remaining term of this Lease, per year, plus reasonable collection and legal costs; c) charge you interest on all monies due at the rate of 18% from the date of default; d) require you to immediately return the Equipment to us or we may peaceably repossess it. Any return or repossession will not be considered a Lease termination or cancellation. If the Equipment is returned or repossessed we may sell or re-rent the Equipment at terms we determine, at one or more public or private sales, with or without notice to you, and apply the net proceeds (after deducting any related expenses) to your obligations. You remain liable for any deficiency with any excess being retained by us.
- 9. Miscellaneous:** You acknowledge that, if you seek cost-based reimbursement under state, federal or other public health reimbursement programs for any items covered by this Agreement, it is your obligation to properly allocate the payments you make in your cost reports between the equipment, consumables and/or any services. Upon your written request, we will provide you with a detailed outline of the components of your payment(s). You agree the Lease is a Finance Lease as defined in Article 2A of the Uniform Commercial Code ("UCC"). You acknowledge we have given you the Equipment supplier's name. We hereby notify you that you may have rights under the supplier's contract and may contact the supplier for a description of these rights. This lease was made in Massachusetts ("MA"); is to be performed in MA and shall be governed and construed in accordance with the laws of MA. You consent to the non-exclusive jurisdiction, personal or otherwise, in any state or federal court in MA and waive trial by jury. You agree (i) to waive any and all rights and remedies granted to you under UCC Sections 2A-508 through 2A-522, (ii) that the Equipment will only be used for business purposes and not for personal, family or household use and (iii) that a facsimile copy of the Lease and each related document may be treated as an original and will be admissible as legal evidence thereof.

LESSEE SIGNATURE	You agree that this is a non-cancelable lease. The Equipment is:			GUARANTY	I unconditionally guaranty prompt payment of all the Lessee's obligations. The Lessor is not required to proceed against the Lessee or the Equipment or enforce other remedies before proceeding against me. I waive notice of acceptance and all other notices or demands of any kind to which I may be entitled. I consent to any extensions or modification granted to the Lessee and the release and/or compromise of any obligations of the Lessee or any other guarantors without releasing me from my obligations. This is a continuing guaranty and will remain in effect in the event of my death and may be enforced by or for the benefit of any assignee or successor of the Lessor. This guaranty is governed by and constituted in accordance with the Laws of the Commonwealth of Massachusetts and I consent to non-exclusive jurisdiction in any state or federal court in Massachusetts and waive trial by jury.		
	Signature 		Date December 31, 2019				
	Title Vice President for University Affairs						
	Print Name Dr. Steve Westbrook						
LESSOR	Legal Name of Corporation Stephen F. Austin State University			ACCEPTANCE	The Equipment has been received, and installed and accepted for the purposes of this Lease. You agree that we may, at our discretion, confirm by telephone your acceptance of the equipment.		
	Commencement Date		Lease Number 500-50052773		Signature	Date	
	Accepted By 				Print Name	Title	

FISCAL FUNDING ADDENDUM

CUSTOMER	Full Legal Name	<u>Stephen F. Austin State University</u>		DBA Name (If Any)		
	Address	<u>Attn: Accounts Payable PO Box 6085</u>			Phone Number	
	City	<u>Nacogdoches</u>	County		State	<u>TX</u> Zip Code <u>75962</u>
	Agreement Number	<u>500-50052773</u>		Agreement Date		

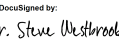

Customer warrants that it has funds available to pay all rents (the "Payments") payable under the above identified Agreement until the end of Customer's current appropriation period. If Customer's legislative body or other funding authority does not appropriate funds for Payments for any subsequent appropriation period and Customer does not otherwise have funds available to lawfully pay the Payments (a "Non-Appropriation Event"), Customer may, subject to the conditions herein and upon prior written notice to Company (the "Non-Appropriation Notice"), effective sixty (60) days after the later of Company's receipt of same or the end of the Customer's current appropriation period (the "Non-Appropriation Date"), terminate the Agreement and be released of its obligation to make all Payments due Company coming due after the Non-Appropriation Date. As a condition to exercising its rights under this Addendum, Customer shall (1) provide in the Non-Appropriation Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (2) deliver to Company an opinion of Customer's counsel (addressed to Company) verifying that the Non-Appropriation Event as set forth in the Non-Appropriation Notice has occurred, (3) return the equipment/system subject to the Agreement (the "Equipment/System") on or before the Non-Appropriation Date to Company or a location designated by Company, in the condition required by, and in accordance with the return provisions of the Agreement and at Customer's expense, and (4) pay Company all sums payable to Company under the Agreement up to the Non-Appropriation Date.

In the event of any Non-Appropriation Event, Company shall retain all sums paid hereunder or under the Agreement by Customer, including the Security Deposit (if any) specified in the Agreement.

Customer further represents, warrants and covenants for the benefit of Company that:

- (a) Customer is a municipal corporation and political subdivision duly organized and existing under the constitution and laws of the State.
- (b) Customer is authorized under the constitution and laws of the State, and has been duly authorized to enter into the Agreement and the transaction contemplated hereby and to perform all of its obligations thereunder.
- (c) The Agreement constitutes the legal, valid and binding obligation of Customer enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.
- (d) Customer has complied with such public bidding requirements as may be applicable to the Agreement.
- (e) The Equipment/System described in the Agreement is essential to the function of Customer or to the service Customer provides to its citizens. Customer has an immediate need for, and expects to make immediate use of, substantially all the Equipment/System, which need is not temporary or expected to diminish in the foreseeable future.
- (f) Customer has never failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease, lease purchase, installment sale or other similar agreement.

CUSTOMER AGREES THAT A FACSIMILE COPY OR OTHER ELECTRONIC TRANSMISSION OF THIS DOCUMENT WITH FACSIMILE AND/OR ELECTRONIC SIGNATURES MAY BE TREATED AS AN ORIGINAL AND WILL BE ADMISSIBLE AS EVIDENCE IN A COURT OF LAW.

CUSTOMER SIGNATURE	Signature X	 <small>DocuSigned by: Dr. Steve Westbrook</small>
	Print Name	<u>Dr. Steve Westbrook</u> <small>(MUST BE SIGNED BY AUTHORIZED REPRESENTATIVE OR OFFICER OF GOVERNMENT ENTITY)</small>
	Title	<u>Vice President for University Affairs</u>
	Date	<u>December 31, 2019</u>
Name of Government Entity		<u>Stephen F. Austin State University</u>
ACCEPTED BY COMPANY	Signature X	 <small>DocuSigned by: Bill Moore</small>
	Print Name	<u>Bill Moore</u>
	Title	<u>Operations</u>
	Date	<u>December 31, 2019</u>
Name of Corporation or Partnership		<u>Thermo Fisher Financial Services, Inc.</u>



The world leader in serving science

168 Third Avenue
Waltham, MA 02451
800-986-9731 (phone)

Return to: 800-952-4490 (fax) attn: Amy Callahan or email: amy.callahan@thermofisher.com

Request for Insurance

To Our Customer/Lessee: Stephen F. Austin State University

Please complete this letter and return it to us so we can submit it to your insurance company/agent and they can assist us in obtaining the necessary insurance coverage as required by your lease agreement.

Request for Insurance Coverage

Date: 12/27/2019

Lease No: 500-50052773

INSURANCE AGENT INFORMATION

LESSEE INFORMATION

Name: _____

Name: **Stephen F. Austin State University**

Address: _____

Address: 2106 Raguet St.
Nacogdoches TX 75962

Policy Number _____

Agent Email: _____

Fax: _____

Phone: _____

Phone:

Dear Insurer:

We have recently signed a lease agreement with **Thermo Fisher Financial Services, Inc.; 168 Third Avenue, Waltham, MA 02451**. As part of that agreement, we have agreed to provide insurance for the following leased property:

Abbott Ruby Analyzer

which has a value of: \$43,128.00

Please name "Thermo Fisher Financial Services, Inc. and its assigns" as additional insured and loss payee on all fire, extended coverage, vandalism and burglary/theft insurance as well as liability insurance for at least \$500,000.00 combined single limit for bodily injury and property damage, and ensure that coverage exceeds the value named above. A loss payable endorsement to the benefit of Thermo Fisher Financial Services, Inc. and its assigns is required. A certificate of insurance noting the above, as well as the policy number, expiration date and a 30-day cancellation clause to Thermo Fisher Financial Services, Inc. and its assigns should be forwarded to them at the above address and fax number. In order for us to be in compliance with our lease, we request you to forward this information within the next ten days, along with a copy of this letter. Thank you.

Lease Agreement No: 500-50052773 dated December 31, 2019

Authorization Agreement for Pre-Authorized Payments

No, I would not like Pre-Authorized Payments at this time.

I (We) Stephen F. Austin State University hereby authorize Thermo Fisher Financial Services Inc., or its assigns (hereinafter "TFFS") to automatically initiate and make debit entries (charges) to our bank account (and for our bank to accept and post such debit entries) indicated below for the payment of all bills rendered to us by TFFS.

I (We) understand that TFFS may impose a fee in the event a debit entry is not paid by our bank.

This authority is to remain in effect until TFFS has received written notification from us of its termination at least thirty (30) days prior to the requested change.

Any erroneous or incorrect charge will be correct upon notification to TFFS. If corrections in the debit account are necessary, it may involve a credit or debit to my account.

Bank/Depository Name:

Bank Address:

City: _____ *State:* _____ *Zip:* _____

Bank Account #:

ABA #

Date:

Signature:

(Attach voided check here)



168 Third Avenue
Waltham, MA 02451

INVOICE 001

Lessee Name: Stephen F. Austin State University
Attn: Accounts Payable PO Box 6085
Nacogdoches, TX 75962

Remit To: Thermo Fisher Financial Services, Inc.
168 Third Avenue
Waltham, MA 02451

Date: 12/27/2019

** Payment due up front with documentation*

BILLING EMAIL ADDRESS: accounts payable@sfasu.edu

Advance Payment	\$753.28
Applicable Taxes	Exempt
Shipping	\$0.00
<u>Documentation Fee</u>	<u>\$150.00</u>
Total Amount Due	\$903.28

**TAX EXEMPTION CERTIFICATE REQUIRED if sales tax is not paid on this invoice.
Please make your check payable to "Thermo Fisher Financial Services, Inc."*

Exempt, I will email a copy of my Tax Exempt Certificate to amy.callahan@thermofisher.com