

Schedule to Master State & Local Government Lease Agreement



This Schedule No. 1748724 (the "Schedule") to Master State & Local Government Lease Agreement No. 1082724 (the "Master Agreement") contains the terms of your agreement with us. Please read it carefully and ask us any questions you may have. The words **you, your** and **lessee** mean you, our customer. The words **we, us, our** and the **lessor**, mean Lenovo Financial Services.

Product/Equipment Description

Quantity	Description	Product/Equipment Address
1200	Lenovo ThinkPad Yoga 11e - 11.6"	530 Elm Ave. Brookings, SD 57006

For additional equipment and accessories, attach addendum.

Purchase Option

If no box is checked or if both boxes are checked, the Fair Market Value purchase option will apply:

- Fair Market Value
 \$1.00 Purchase Option Other ___

Term and Lease

Lease Payment \$268,492.00 (plus taxes, if applicable)
Term (Months) 51
Payment Frequency Annual

Variable Payment Schedule if applicable:
(Attach "Payment Schedule Addendum" if necessary)

___ payments @ ___; followed by ___ payments @ ___ followed
by ___ payments @ ___; followed by ___ payments @ ___

Payments are due in Advance

Documentation Fee: \$0.00 (due with first invoice)

Additional Provisions:

First payment due within 90 days of lease commencement

PLEASE NOTE: Certain state and local government lessees must sign an additional addendum document.

LESSOR: Lenovo Financial Services
10201 Centurion Parkway N. #100
Jacksonville, FL 32256

Authorized Signature Date Signed

Printed Name

Print Title

Lessee

Brookings School District 05-1
Lessee Legal Name

Lessee "Doing Business As" Name
530 Elm Ave.
Billing Street Address
Brookings, SD 57006
Billing City, State, Zip

Billing Contact Name & Phone No.

Lessee Phone Number (if different from above)

TERMS AND CONDITIONS

BY SIGNING THIS SCHEDULE:

(i) YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS ON THIS SCHEDULE AND THE MASTER AGREEMENT; (ii) YOU AGREE THAT IF A COPY OF THIS SCHEDULE IS SIGNED BY YOU AND IS DELIVERED TO US BY FACSIMILE TRANSMISSION OR OTHERWISE, TO THE EXTENT ANY PROVISIONS ARE MISSING OR ILLEGIBLE OR CHANGED (AND NOT INITIALED BY BOTH YOU AND US), THE TERMS AND CONDITIONS OF THIS SCHEDULE AND THE MASTER AGREEMENT IN USE ON THE DATE WE RECEIVE THE COPY SIGNED BY YOU WILL BE THE TERMS AND CONDITIONS OF THE SCHEDULE; (iii) YOU AGREE THAT THIS SCHEDULE IS A NET LEASE THAT YOU CANNOT TERMINATE OR CANCEL EXCEPT AS SPECIFICALLY PROVIDED IN THE MASTER AGREEMENT, YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS DUE UNDER THIS SCHEDULE, AND YOU CANNOT WITHHOLD, SET OFF OR REDUCE SUCH PAYMENTS FOR ANY REASON; (iv) YOU AGREE THAT YOU WILL USE THE EQUIPMENT ONLY FOR BUSINESS PURPOSES; (v) YOU WARRANT THAT THE PERSON SIGNING THIS LEASE FOR YOU HAS THE AUTHORITY TO DO SO; (vi) YOU CONFIRM THAT YOU DECIDED TO ENTER INTO THIS SCHEDULE RATHER THAN PURCHASE THE EQUIPMENT FOR THE TOTAL CASH PRICE; AND (vii) YOU AGREE THAT THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE WHERE THE EQUIPMENT IS LOCATION. YOU CONSENT TO THE JURISDICTION OF ANY COURT LOCATED WITHIN THAT STATE. BOTH PARTIES EXPRESSLY WAIVE TRIAL BY JURY AS TO ALL ISSUES ARISING OUT OF OR RELATED TO THIS SCHEDULE. Should the above jury trial waiver be found unenforceable, then, upon the written request of any party, any dispute, including any and all questions of law or fact relating thereto, shall be determined exclusively by a judicial reference proceeding in accordance with Cal. Civ. Proc. Code § 638 et seq. or the applicable state's equivalent state law. The parties shall select a retired state or federal judge as the referee. The referee shall report a statement of decision to the Court.

LESSEE SIGNATURE

Brookings School District 05-1
Lessee Legal Name

X _____ **X** _____
Authorized Signature Date Signed

X _____
Print Signer's Name

Print Signer's Title

Federal Tax ID Number

CERTIFICATE OF APPROPRIATIONS
(State and Local Government Master Lease Agreement)

I, _____ do hereby certify that I am the duly elected or appointed and acting _____ of Brookings School District 05-1 ("Lessee"); that I have custody of the financial records and budget information of such entity; that monies for all lease payments to be made under that certain State and Local Government Lease Agreement #N/A or that certain Master State and Local Government Master Agreement #1082724 and, Schedule Number(s) 1748724, between Lessee and Lenovo Financial Services as lessor ("Agreement"), for the fiscal year ending _____, 20____, are available from unexhausted and unencumbered appropriations and/or funds within Lessee's budget for such fiscal year; and that appropriations and/or funds have been designated for the payment of those lease payments that may come due under the Agreement in such fiscal year.

IN WITNESS WHEREOF, I have duly executed this Certificate of Appropriations this _____ day of _____, 2021.

Signature

Print Name & Title

The undersigned official of Lessee hereby certifies that the signature set forth above is the true and authentic signature of the individual identified above and that such individual holds the title set forth above.

Signature

Print Name & Title

CERTIFICATION OF ESSENTIAL USE

RE: Schedule to Master State & Local Government Lease Agreement #1748724, dated February 1, 2021 (each individually, hereinafter the "Agreement") by and between Lenovo Financial Services ("Lessor") and Brookings School District 05-1 ("Lessee")

Ladies and Gentlemen:

This letter confirms and affirms that the Equipment described in the Agreement identified above is/are essential to the function of the undersigned or to the service we provide to our citizens.

Further, we have an immediate need for, and expect to make immediate use of, substantially all such Equipment, which need is not temporary or expected to diminish in the foreseeable future. Such Equipment will be used by us only for the purpose of performing one or more of our governmental or proprietary functions consistent with the permissible scope of our authority. Specifically, such Equipment was selected by us to be used as follows (please include any specific department that may be its primary user):

Is the Equipment additional or new technology to the department, or does it constitute a continuation of your existing technology? _____

Our source of funds for payments due under the Agreement for the current fiscal year is _____

We expect and anticipate adequate funds to be available for all future payments of rent due after the current fiscal year for the following reasons: _____

LESSEE: Brookings School District 05-1

By: _____
(Authorized Signature)

(Name and Title - printed or typed)

Date: _____