

CAPE ELIZABETH, MAINE SCHOOL BOARD

Vote Authorizing Apple iPad Lease Purchase Financing

Be it hereby voted by the Cape Elizabeth School Board as follows:

VOTED: That the School Board hereby authorizes the Superintendent of the Cape Elizabeth School Department for and on behalf of the School Department and the Town to execute and deliver a municipal lease purchase agreement or similar financing arrangement with Apple, Inc. or a leasing company to be identified, in the amount of \$59,695 and bearing interest at the rate of 0.00% per annum, to lease finance the acquisition of the Apple iPad equipment and items listed on Schedule 1 hereto, with such modifications as the Superintendent may approve (the "Project"), with a term of not more than 3 years (the "School Lease Agreement"), which School Lease Agreement shall be in such form and contain such terms and conditions, not inconsistent herewith, as may be approved by the Superintendent, such approval to be conclusively evidenced by his or her execution thereof.

VOTED: That to the extent available under Section 265(b)(2) of the Code, with the advice of Bond Counsel, the School Lease Agreement may be designated as "qualified tax exempt obligations".

VOTED: That the Superintendent be and hereby are is authorized and directed to covenant and certify on behalf of the School Department and the Town that no part of the proceeds of the respective School Lease Agreement, or the improvements financed therewith, shall be used directly or indirectly in any manner that would cause such Lease Agreement to be a "private activity bond" or an "arbitrage bond" within the meaning of Section 141 or Section 148 of the Internal Revenue Code of 1986, as amended.

VOTED: That the Superintendent, be and hereby is authorized to negotiate, execute, and deliver such other documents and certificates as may be necessary or appropriate in connection with the School Lease Agreement, which documents and certificates shall be in such form and contain such terms and conditions, not inconsistent herewith, including provisions waiving governmental immunity under the School Lease Agreement, as may be approved by the Superintendent, such approval to be conclusively evidenced by his or her execution thereof.

VOTED: That the Superintendent and the other proper officials of the School Department and the Town (the "Authorized Representatives") be and hereby are authorized and empowered in its name and on its behalf to do or cause to be done all such acts and things as may be necessary or desirable in order to effect the execution and delivery of the School Lease Agreement in accordance with these votes.

VOTED: That all prior actions of the School Department in effectuating the School Lease Agreement are hereby approved, ratified and authorized pursuant to and in accordance with the transactions contemplated by the School Lease Agreement.

I hereby certify that this is a true copy of certain votes adopted by the Cape Elizabeth School Board on June __, 2021.

A true copy,

Attest: _____
Secretary
Cape Elizabeth School

Board

Date: _____

\$1 Purchase Option

Thank you for considering Apple Financial Services to fund your technology plan. Please find your \$1 Purchase Option financing proposal below.

Financed Amount	Annual Payments in Advance	Lease Term
\$59,695.00	\$19,898.33	3 Years

Apple Quote No. 2210237775

Budgetary pricing provided at 0% Promotional APR

What is a \$1 Purchase Option?

This is a financing option designed for equipment ownership at the end of the financed term. The \$1 Purchase Option creates predictable payments while enabling universities and schools to deploy years' worth of equipment today using budgeted funds.

Why use a \$1 Purchase Option?

This option is usually recommended for educational institutions that know they want to own equipment at the end of term. Once the financed term ends, ownership will enable flexibility: continue using the equipment or trade it in to recover value toward new gear.

What are my options at the end of the financed term?

End of term options will be detailed in the final documents. The options include:

1. Purchase the equipment at end of term for \$1.
2. Trade in equipment for value toward a new purchase or financed term.

Overall, the \$1 Purchase Option enables administrators to buy more equipment today, while providing the flexibility that ownership allows.

Please do not hesitate to call or email me at the contact information below with any questions.

Amanda Curran

Northeast Area Finance Manager–North US | Apple Financial Services

T: 610.392.3629 | E: amandac@apple.com

Pricing Notes and Conditions

This proposal is for informational purposes and does not constitute a legally binding obligation of either party. Subject to the satisfactory completion of the Lessor's standard credit approval process and the completion of documentation acceptable to the Lessor, Apple Financial Services is not a financial advisor and does not have a fiduciary duty to you under federal securities laws. Consult with your financial advisor regarding the options offered.

Lease Discount Disclosure Statement: Apple Inc. through the Apple Financial Services program may provide an equipment discount to certain third-party investors. The discount may be applied to facilitate a lease rate discount. The actual interest rate paid on any resulting lease may be reflected in an amortization table provided with lease documents. The quoted payment amount does not include amounts that may be due for taxes or fees, if applicable.

The lease charge portion of the payments can be determined by applying to the total adjusted cost the rate which will amortize the total adjusted cost down to the purchase option amount. The lease charge rate may be higher than the actual annual interest rate because of the amortization of certain costs and fees incurred by the third-party investor. Rates may be subject to verification that the Lessee is a state or political subdivision as defined in Sec. 103 of the IRS Code, 1986.

Apple Inc. Education Price Quote

Customer: Noel Harroff
CAPE ELIZABETH SCHL DEPT
SUPERINTENDENT OF SCHOOLS
Phone: 2077992217
email:
nharroff@capeelizabethschools.org

Apple Inc: Tara Maker
One Apple Park Way
Cupertino, CA 95014
Phone: +1-207-3181070
email: maker.t@apple.com

Apple Quote: 2210237775

Quote Date: Tuesday, June 08, 2021

Quote Valid Until: Friday, July 30, 2021

Quote Comments:

Please reference Apple Quote number on your Purchase Order.

Row #	Details & Comments	Qty	Unit List Price	Extended List Price
1	10.2-inch iPad Wi-Fi 128GB – Space Gray (10-pack) Part Number: MYLX2LL/A	100	\$394.00	\$39,400.00
2	4-Year AppleCare+ for Schools – iPad 8th Gen. no service fees Part Number: S7832LL/A	100	\$79.00	\$7,900.00
3	Logitech Rugged Combo 3 Case with Integrated Smart Connector Keyboard for 10.2-inch iPad (7th and 8th generation) – Blue Part Number: HNMA2ZM/A	100	\$99.95	\$9,995.00
4	Jamf Pro iOS/tvOS (EDU) Subscription License (1 Year) (>10K licenses) Part Number: HLRZ2LL/A	100	\$6.00	\$600.00
5	Jamf Pro iOS/tvOS (EDU) Subscription License (3 Year) (>10K licenses) Part Number: HLX02LL/A	100	\$18.00	\$1,800.00
Edu List Price Total				\$59,695.00
– Additional Tax				\$0.00
– Estimated Tax				\$0.00
Extended Total Price*				\$59,695.00

*In most cases Extended Total Price does not include Sales Tax
*If applicable, eWaste/Recycling Fees are included. Standard shipping is complimentary

Complete your order by one of the following:

- This document has been created for you as Apple Quote ID 2210237775. Please contact your institution's Authorized Purchaser to submit the above quote online. For account access or new account registration, go to <https://ecommerce.apple.com>. Simply go to the Quote area of your Apple Education Online Store, click on it and convert to an order.
 - For registration assistance, call 1.800.800.2775
- If you are unable to submit your order online, please send a copy of this Quote with your Purchase Order via email to institutionorders@apple.com. Be sure to reference the Apple Quote number on the PO to ensure expedited processing of your order.
 - For more information, go to provision C below, for details.

THIS IS A QUOTE FOR THE SALE OF PRODUCTS OR SERVICES. YOUR USE OF THIS QUOTE IS SUBJECT TO THE FOLLOWING PROVISIONS WHICH CAN CHANGE ON SUBSEQUENT QUOTES:

- ANY ORDER THAT YOU PLACE IN RESPONSE TO THIS QUOTE WILL BE GOVERNED BY (1) ANY CONTRACT IN EFFECT BETWEEN APPLE INC. ("APPLE") AND YOU AT THE TIME YOU PLACE THE ORDER OR (2), IF YOU DO NOT HAVE A CONTRACT IN EFFECT WITH APPLE, CONTACT contracts@apple.com.
- ALL SALES ARE FINAL. PLEASE REVIEW RETURN POLICY BELOW IF YOU HAVE ANY QUESTIONS. IF YOU USE YOUR INSTITUTION'S PURCHASE ORDER FORM TO PLACE AN ORDER IN RESPONSE TO THIS QUOTE, APPLE REJECTS ANY TERMS SET OUT ON THE PURCHASE ORDER THAT ARE INCONSISTENT WITH OR IN ADDITION TO THE TERMS OF YOUR AGREEMENT WITH APPLE.
- YOUR ORDER MUST REFER SPECIFICALLY TO THIS QUOTE AND IS SUBJECT TO APPLE'S ACCEPTANCE. ALL FORMAL PURCHASE ORDERS SUBMITTED BY EMAIL MUST SHOW THE INFORMATION BELOW:
 - APPLE INC. AS THE VENDOR
 - BILL-TO NAME AND ADDRESS FOR YOUR APPLE ACCOUNT
 - PHYSICAL SHIP-TO NAME AND ADDRESS (NO PO BOXES)
 - PURCHASE ORDER NUMBER
 - VALID SIGNATURE OF AN AUTHORIZED PURCHASER
 - APPLE PART NUMBER AND/OR DESCRIPTION OF PRODUCT AND QUANTITY
 - TOTAL DOLLAR AMOUNT AUTHORIZED OR UNIT PRICE AND EXTENDED PRICE ON ALL LINE ITEMS
 - CONTACT INFORMATION: NAME, PHONE NUMBER AND EMAIL
- UNLESS THIS QUOTE SPECIFIES OTHERWISE, IT REMAINS IN EFFECT UNTIL Friday, July 30, 2021 UNLESS APPLE WITHDRAWS IT BEFORE YOU PLACE AN ORDER, BY SENDING NOTICE OF ITS INTENTION TO WITHDRAW THE QUOTE TO YOUR ADDRESS SET OUT IN THE QUOTE.
 - APPLE MAY MODIFY OR CANCEL ANY PROVISION OF THIS QUOTE, OR CANCEL ANY ORDER YOU PLACE PURSUANT TO THIS QUOTE, IF IT CONTAINS A TYPOGRAPHIC OR OTHER ERROR.
- THE AMOUNT OF THE VOLUME PURCHASE PROGRAM (VPP) CREDIT SHOWN ON THIS QUOTE WILL ALWAYS BE AT UNIT LIST PRICE VALUE DURING REDEMPTION ON THE VPP STORE.
- UNLESS SPECIFIED ABOVE, APPLE'S STANDARD SHIPPING IS INCLUDED IN THE TOTAL PRICE.

SEA # 2151641
Opportunity ID: 1800005422939
<https://ecommerce.apple.com>
Fax:

[Terms & Use](#) | [Privacy Policy](#) | [Return Policy](#)
Copyright © 2018 Apple Inc. All rights reserved.

Document rev 10.6.1

Date of last revision - June 20th, 2016

Schedule 1

Row #	Details & Comments	Qty
1	10.2-inch iPad Wi-Fi 128GB - Space Gray (10-pack) Part Number: MYLX2LL/A	100
2	4-Year AppleCare+ for Schools - iPad 8th Gen. no service fees Part Number: S7832LL/A	100
3	Logitech Rugged Combo 3 Case with Integrated Smart Connector Keyboard for 10.2-inch iPad (7th and 8th generation) - Blue Part Number: HNMA2ZM/A	100
4	Jamf Pro iOS/tvOS (EDU) Subscription License (1 Year) (> 10K licenses) Part Number: HLRZ2LL/A	100
5	Jamf Pro iOS/tvOS (EDU) Subscription License (3 Year) (> 10K licenses) Part Number: HLX02LL/A	100



Lease Documentation Checklist

Documents Required Prior to Shipment

Scanned to Apple Financial Services

NOTE: Please call Rochelle Bryant at 469-299-7558 with any questions.

Schedule (Exhibit A) 450-9667221-005	Lessee Signature, Name/Title & Execution Date	_____
Contact Information	Please complete with the appropriate contact information	_____
Notice of Assignment	Please insert date and Lessee Signature, if required. (If no signature is required, please review the notice and note the Assignee.)	_____
Insurance Coverage and Purchase Order Requirements (Exhibit F)	Complete name of insurance company and contact information.	
	Purchase Order(s) must include: Apple Inc. c/o Apple Financial Services 5000 Riverside Drive, Suite 300 East Irving, TX 75039-4314 as Vendor, Apple product quantity and description with extended price, bill-to and ship-to name/address, PO number, and authorized signature.	
	Additionally, please provide third party vendor contacts (<i>if applicable</i>). Apple will contact third party vendor(s) regarding invoice remittance.	_____
Sales/Use Tax Exemption Certificate	Please provide a copy, if applicable. Please list Seller as Apple Inc. and its Assigns.	_____
Partial Ship Letter	Please insert date, Lessee PO #, Lessee signature and title	_____

NOTE: Please provide scanned copies of the above items to applefin@applefin.com and Rochelle Bryant at rochelle.bryant@applefin.com.



Closing Documentation Checklist

Documents Required Prior to Closing

Mailed to Apple Financial Services

PLEASE NOTE:

The following documentation and responsibilities identified below are required in order to finalize and commence this lease. The return of the executed and original lease documents along with the insurance requirements remain the lessee's obligation. The outstanding closing documents will be provided for completion and execution upon the invoicing of your equipment/lease.

Please call Rochelle Bryant at (469) 299-7558 with any questions.

Please send the closing documents to:

*Apple Financial Services
Attention: Rochelle Bryant
5000 Riverside Drive, Suite 300 East
Irving, TX 75039-4314*

Insurance Certificate or
Self-Insurance Letter

Provide All Risk Personal Property and General Liability Coverage listing Apple Inc. and its assigns as "Loss Payee" and "Additionally Insured" or provide a self insurance letter as described in the "Insurance Coverage Requirements."

Acceptance Certificate (Exhibit B)

Lessee Signature, Name/Title & Execution Date. *Sign upon Acceptance.*

Advance Lease Payment

Invoice attached, if applicable.

IRS Form 8038-GC

Complete per instructions and signed.
<http://www.irs.gov/pub/irs-pdf/i8038gc.pdf>

CONTACT INFORMATION

Pursuant to the Master Lease Purchase Agreement # 9667221 dated June 27, 2017, (the "Master Lease"), Schedule No. 005, between Apple Inc. (the "Lessor") and CAPE ELIZABETH SCHOOL DEPARTMENT (the "Lessee"), Lessee hereby acknowledges the obligations to make Lease Payments promptly when due in accordance with the Lease.

INVOICE MAILING ADDRESS:

SHIP TO ADDRESS:

EARLIEST DATE THE DELIVERY CAN BE ACCEPTED:

Mail invoices to the attention of:

Phone: _____
Cell: _____
Email: _____

Digital Product Contact:

Phone: _____
Cell: _____
Email: _____

Primary Contact:

Phone: _____
Cell: _____
Email: _____

Summer – Primary Contact:

Phone: _____
Cell: _____
Email: _____

Secondary Contact:

Phone: _____
Cell: _____
Email: _____

Summer – Secondary Contact:

Phone: _____
Cell: _____
Email: _____

Product Delivery Contact:

Phone: _____
Cell: _____
Email: _____

Product Delivery – Second Contact:

Phone: _____
Cell: _____
Email: _____

NOTICE OF ASSIGNMENT

Dated _____

APPLE INC ("Assignor") hereby gives notice that Assignor assigned to WELLS FARGO VENDOR FINANCIAL SERVICES, LLC ("Assignee") all of its rights in and to Lease Schedule No. 005 (the "Lease") to the Master Lease Purchase Agreement # 9667221 dated June 27, 2017, by and between Assignor and CAPE ELIZABETH SCHOOL DEPARTMENT ("Lessee").

Assignor hereby requests, and instructs Lessee, that all rental payments and other amounts coming due pursuant to the Lease on and after the date hereof are payable to and should be remitted to Assignee as directed by invoices.

Lessee's questions related to the administration of the Lease and billing should be referred to Assignee as follows:

WELLS FARGO VENDOR FINANCIAL SERVICES, LLC
P.O. Box 3072
Cedar Rapids, IA 52406-3072
Telephone 1-800-535-1680
Attn: Customer Service

The Federal Tax Identification Number of WELLS FARGO VENDOR FINANCIAL SERVICES, LLC is 94-1686094.

Lessee is instructed to deliver all rental payments and other amounts coming due under the Lease in accordance with terms thereof to Assignee.

EXHIBIT F

INSURANCE COVERAGE REQUIREMENTS

- 1) Insurance Agency - Name of Agency, Phone Number, Fax Number, and Contact Name

- 2) Property Damage & Loss Coverage –

- a) "All Risk" Physical Damage & Loss Insurance
- b) Include: Policy Number, Effective Date and Expiration Date
- c) **APPLE INC. and its Assigns** named "Loss Payee"
- d) Endorsement giving 30 days written notice of any changes or cancellation.

LIMITS: The full replacement value of the equipment.

- 3) The Certificate Holder should be named as follows:

**APPLE INC. and its assigns
5000 Riverside Drive, Suite 300 East
Irving, TX 75039-4314**

FOR SELF INSURANCE:

A letter needs to be prepared on Lessee's Letterhead and addressed to **APPLE INC. and its Assigns**, and signed by an authorized official of the Lessee. The letter must refer to the Master Lease, and include information regarding the statute authorizing this form of insurance (with a copy of the statute attached to the letter).

PURCHASE ORDER REQUIREMENTS

In order to expedite your order appropriately and as quickly as possible, we ask that your Purchase Order contain the following information, if applicable. If you have any questions regarding this information, please feel free to contact us at any time.

- 1. Purchase Order Should be made out to:
**Apple Inc. c/o Apple Financial Services
5000 Riverside Drive, Suite 300 East
Irving, TX 75039-4314**
- 2. Purchase Order Number
- 3. Purchase Order Date
- 4. Apple Education Quote/Proposal Number and Total Amount of Quote
- 5. Physical Ship To Street Name/Address
- 6. Bill to Address
- 7. Lease Schedule Reference, Example:
"Per Lease Schedule #: **450-9667221-005**"
- 8. Authorized Signature
- 9. Configure to Order (CTO) Specifications (if applicable)
- 10. Personalization Text (if applicable)
- 11. Taxes (if applicable)
- 12. E-waste Fees (if applicable)



ESSENTIAL USE CERTIFICATE

1. Has any of the equipment to be leased been delivered? YES NO
 Is the equipment to be leased replacing any existing equipment? YES NO
 If YES, how long has the existing equipment been in use?
 1-3 years 4-5 years 6-7 years 7+ years

Why is the existing equipment being replaced? _____

What will be done with the replaced equipment? _____

2. What grade levels, locations and departments will utilize the equipment to be leased?
 K-4 University Social Sciences
 5-6 Math Computer Lab
 7-8 Science Classroom: _____
 9-12 Language Arts Other: _____

Who will be the principal users of the equipment? *(Total of all users below equal 100%.)*
 Students: _____% Classified Faculty: _____% Other: _____%
 Certified Faculty: _____% Administrative: _____% Other: _____%

What applications will the equipment be used for and what benefits will the equipment provide? *(Please be detailed.)* _____

(Use additional pages if necessary.)

3. What is/are the sources of funding for repayment of the lease?
 General Fund Other Fund: _____
 Grant Revenue (detail type of grant): _____ Other: _____

Are the funds for the payment(s) due in the first fiscal year of the lease appropriated and encumbered in the District's approved budget? YES NO
 If NO, why are the funds not appropriated and encumbered in an approved budget?

4. Has the District's governing Board approved entering into the lease? YES NO
 If YES, please provide a copy of Board Minutes or Resolution.
 If NO, why is a Board approval not required, or when will the Board approve entering into the lease? _____

5. Has the School District ever non-appropriated funds? YES NO
 If YES, please provide details regarding any non-appropriation: _____

Completed by: _____
 Title: _____
 Date: _____

Please provide name, email and phone number for the CFO/Finance/Business Manager or other Credit contact for any further questions. _____

(School or District Letterhead)

Date:

Apple Inc.
Attn: Rochelle Bryant
5000 Riverside Drive, Suite 300 East
Irving, TX 75039-4314

Dear Rochelle Bryant,

CAPE ELIZABETH SCHOOL DEPARTMENT will accept partial shipment of the computer equipment as described on our PO # _____ . Upon delivery of the partial shipment, we will sign the certificate of acceptance and commence the lease based on the equipment that has been delivered. We understand our lease payment will start lower than what is reflected on our contract based on the partial shipment. When the remainder of the equipment is delivered, you may add those invoices to the lease total and adjust our lease payment accordingly.

Sincerely,

(Signer of the lease with Title)