



Equipment Lease Agreement

Revco Leasing Company, LLC
 3244 South 300 West
 Salt Lake City, Utah 84115

Phone (801) 487-6878 Fax (801) 486-7439

Lease Number
 04TOWAP-4

SUPPLIER
 Les Olson Company
 3244 South 300 West
 Salt Lake City, Utah 84115

LESSOR
 Revco Leasing Company, LLC
 3244 South 300 West
 Salt Lake City, Utah 84115

Acceptance
 By Lessor: _____

Signature: _____ Date: _____

Acceptance
 By Lessor: Revco Leasing Company, LLC

Signature: _____ Date: _____

EQUIPMENT

Quantity	Description	Serial No.
1 Each	SHARP BP-50C26 Color Multifuncti	
1 Each	SHARP BP-DE12 Paper Feed Desk	
1 Each	SHARP BP-TU10 Center Exit Tray	
1 Each	SHARP BP-TR12 Exit Tray	
1 Each	SHARP BP-FX11 Fax Module	
1 Each	SHARP MX-PK13L Adobe PostScript	
1 Each	SHARP BP-EB10 Wireless LAN	

See attached schedule for additional Equipment

DELIVERY AND ACCEPTANCE

The undersigned hereby certifies that all the equipment described in the equipment lease between Revco and the undersigned has been furnished, that delivery and installation of this equipment has been fully completed as required, with the delivery date being the date of this certificate, and that it has been accepted by the undersigned as satisfactory. Further, all conditions, and terms of said equipment lease have been reviewed and acknowledged.

Signature: _____

Print Name: _____

Title: _____ Date: _____

LESSEE
 Town of Apple Valley
 Full Legal Name DBA
 1777 N Meadow Lark Dr
 Billing Address
 Apple Valley UT 84737
 City State ZIP
 Contact Phone

EQUIPMENT LOCATION, IF OTHER THAN ADDRESS OF LESSEE

LEASE TRANSACTION TERMS

60 Payments of \$302.51
 Use Tax \$0.00 Terms 60 months
 Total Payments \$302.51 Billing Period Monthly

The following additional payments are due on the date this Agreement is signed by the Lessee:

Advance Payment \$0.00

Document Fee \$75.00 (included on first invoice)
 Town of Apple Valley agrees to pay the property tax that is billed annually.

END OF LEASE OPTIONS

Lessee shall have the following option at the end of the original term, provided all payments have been made and no event of default under the lease has occurred.

1. Purchase the equipment for fair market value.
2. Renew the lease.
3. Return the equipment as provided in Paragraph 14 of this lease agreement.
4. Opportunity to upgrade.
5. Other:

LESSEE SIGNATURE

You agree to all of the Terms and Conditions contained in both sides of this Equipment Lease Agreement, and in any attachments to same (all of which are included by reference) and become part of this Agreement. You acknowledge to have read and agreed to all the Terms and Conditions and understand that this is a non-cancelable Lease for the full term shown above.

By: X
 Signature of Authorized Signer
 Name: X
 Please Print
 Title:
 Date: Fed Tax ID

By: X
 Signature of Authorized Signer
 Name: X Jenna Vizcardo
 Please Print
 Title:
 Date:

PERSONAL GUARANTY

The undersigned guarantor jointly and severally unconditionally guarantee the prompt payment when due of each monthly rental payment due and payable under the foregoing Lease Agreement. To enforce the liability of guarantor hereunder, Lessor shall not be required, first to (a) give guarantor notice of Lessee's default; (b) repossess the equipment or (c) attempt to enforce the liability of Lessee under the Lease Agreement. Lessor may from time to time accept late payments of rental and may extend the terms of this Lease Agreement without defeating or diminishing this continuing guaranty. This is a guarantee of payment and not of collection. The Guarantor acknowledges that execution of this guarantee is a material part of the consideration upon which Lessor relies in consummating this Lease Agreement and that this guarantee is executed as an inducement to the Lessor to consummate the Lease Agreement

Signature _____ Date _____

Print Name _____

TERMS AND CONDITIONS

personal property described above upon the terms and conditions set forth herein (such property together with all replacements, repairs and additions incorporated therein or affixed thereto being referred to herein as "Equipment").
 (Additional terms continued on reverse side)

THIS LEASE CANNOT BE CANCELED (Additional terms continued on the reverse side)

- begin on the date it is accepted by Lessee and shall continue for the number of consecutive months shown above from the Lessee signature unless earlier terminated as provided herein.
3. RENT. Rent shall be payable in installments, each in the amount of the basic rental payment set forth on reverse plus any applicable sales tax or use tax. Lessee shall pay installments in advance on the date this Lease is executed by Lessee as indicated above. Subsequent installments shall be payable on the first day of each rental payment period shown above beginning after the first rental payment period; provided, however, that Lessor and Lessee may agree to any other payment schedule including irregular payments or balloon payments, in which event they shall be set forth in writing in or as part of this Lease. Lessor may increase the service portion of the Lease Payment on an annual basis, in an amount not to exceed five percent (5%) of the Payment in effect at the end of the prior annual period.
 4. SECURITY DEPOSIT. Lessor may apply any security deposit toward any obligation of Lessee hereunder and shall return any unapplied balance to Lessee, without interest, upon satisfaction of Lessee's obligations. The Lessor may commingle the security deposit with its other funds. In the event that the Lessor applies the security deposit to satisfy an obligation of Lessee, the Lessee shall immediately replace any portion of the security deposit so applied by Lessor. At expiration of the Lease, Security Deposit can be applied to the purchase of the equipment.
 5. WARRANTIES. Lessee agrees that it has selected each item of Equipment based upon its own judgment and disclaims any reliance upon any statements or representations made by Lessor. LESSOR MAKES NO WARRANTY WITH RESPECT TO THE EQUIPMENT, EXPRESS OR IMPLIED, AND LESSOR SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR THE INABILITY TO USE THE EQUIPMENT. Lessee agrees to make the rental and other payments required hereunder without regard to the condition of the Equipment and to look only to persons other than Lessor such as the manufacturer, vendor or carrier thereof should any item of Equipment for any reason be defective. So long as No Event of Default has occurred and is continuing, Lessor agrees, to the extent they are assignable, to assign to Lessee, without any recourse to Lessor, and warranty received by Lessor, SUPPLIER IS NOT AN AGENT OF LESSOR, AND LESSEE SHALL HAVE NO RIGHT TO RELY ON STATEMENTS OR REPRESENTATIONS MADE BY SUPPLIER. Lessor assumes no responsibility for the installation, adjusting or servicing of the Equipment.
 6. TITLE. Title to the Equipment shall at all times remain in Lessor, and Lessee at its own expense shall protect and defend the title of Lessor and keep it free of all claims and liens other than the rights of Lessee hereunder and claims and liens created by or arising through Lessor. The Equipment shall remain personal property regardless of its attachment to realty, and the Lessee agrees to take such action at its expense as may be necessary to prevent any third party from acquiring any interest in the Equipment as a result of its attachment to realty.
 7. LAWS AND TAXES. Lessee shall comply with all laws and regulations relating to the Equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all license and registration fees now or hereafter imposed by any governmental body or agency upon the Equipment or its use or the rentals hereunder excluding, however, any taxes on or measured by Lessor's net income. Upon request by Lessor, Lessee shall prepare and file all tax returns relating to taxes for which Lessee is responsible hereunder which Lessee is permitted to file under the laws of the applicable taxing jurisdiction.
 8. INDEMNITY. Lessee hereby indemnifies and agrees to save Lessor harmless from any and all liability and expense arising out of the ordering, ownership, use, condition, or operation of each item of Equipment during the term of this Lease, including liability for death or injury to persons, damage to property, strict liability under the laws or judicial decisions of any state or the United States, and legal expenses in defending any claim brought to enforce any such liability or expense, but excluding any liability for which Lessee is not responsible under paragraph 7.
 9. ASSIGNMENT. Without Lessor's prior written consent Lessee will not sell, assign, subcontract, pledge, or otherwise encumber or permit a lien arising through to exist on or against any interest in this Lease Agreement or the Equipment from its location referred to above. Lessor may assign its interest in this Lease Agreement and sell or grant a security interest in all or any part of the Equipment without Lessee's consent. Lessee agrees not to assert against any assignee of Lessor any claim or defense Lessee may have against Lessor.
 10. INSPECTION. Lessor may inspect the Equipment at any time and from time to time during regular business hours.
 11. REPAIRS. Lessee will use the Equipment with due care and for the purpose for which it is intended. Lessee will maintain the Equipment in good repair, condition and working order, and will furnish all parts and services required therefore, all at its expense. All such parts when furnished shall immediately become the property of Lessor and part of the Equipment for all purposes hereof.
 12. LOSS OR DAMAGE. In the event any item of Equipment shall become lost, stolen, destroyed, damaged beyond repair or rendered permanently unfit for use for any reason, or in the event of condemnation or seizure of any item of Equipment, Lessee shall promptly pay Lessor (a) the amount of all rent and other amounts payable by Lessee hereunder with respect to such item due but unpaid at the date of such payment plus (b) the amount of all unpaid rent with respect to such item for the balance of the term of this Lease Agreement not yet due at the time of such payment discounted from the respective dates installment payments would be due at the rate of 18% per annum plus (c) twice the amount of any investment tax credit recaptured by Lessor on account of early disposition of such item plus (d) 10% of the original cost of such item, which represents compensation for loss of Lessor's anticipated residual value. Upon payment of such amount to Lessor such item shall become the property of Lessee. Lessor will transfer to Lessee, without recourse or warranty, all of Lessor's right, title and interest therein, the rent with respect to such item shall terminate, and the basic rental payment on the remaining items shall be reduced accordingly. Lessee shall pay any sales and use taxes due on such transfer. Any insurance or condemnation proceeds received shall be credited to Lessee's obligation under this paragraph and Lessor shall be entitled to any surplus. Lessee grants to Lessor power of attorney for any insurance proceeds received.
 13. INSURANCE. Lessee shall obtain and maintain on or with respect to the Equipment at its own expense (a) liability insurance insuring against liability for bodily injury and property damage with a minimum limit of \$500,000 combined single limit and (b) physical damage insurance insuring against loss or damage to the Equipment in an amount not less than the full replacement value of the Equipment. Lessee shall furnish Lessor with a certificate of insurance evidencing the issuance of a policy or policies to Lessee in at least minimum amounts required herein, naming Lessor as an additional insured there under for the liability coverage and as loss payee for the property damage coverage. Each such policy shall be in such form and with such insurers as may be satisfactory to Lessor, and shall contain a clause requiring the insurer to give to Lessor at least 30 days prior written notice of any alteration in the terms of such policy to the cancellation thereof, and a clause specifying that no action or misrepresentation by Lessee shall invalidate such policy. Lessor shall be under no duty to ascertain the existence of or to examine any such policy or to advise Lessee in the event any such policy shall not comply with the requirements hereof.
 14. RETURN OF THE EQUIPMENT. Upon the expiration or early termination after full obligations of monies have been made the Lessee will immediately deliver the Equipment to Lessor in the same condition as when delivered to Lessee, ordinary wear and tear excepted, at such location within the continental United States as Lessor shall designate. Lessee shall pay all transportation and other expenses relating to such delivery.
 15. ADDITIONAL ACTION. Lessee will promptly execute and deliver to Lessor such further documents and take such further action as Lessor may request in order to more effectively carry out the intent and purpose of this Lease Agreement, including the execution and delivery of appropriate financing statements to fully protect Lessor's interest hereunder in accordance with the Uniform Commercial Code or other applicable law. Lessee further agrees to pay Lessor the expense of filing such documents and originating this Lease. Lessee grants to Lessor power of attorney for UCC forms.
 16. COLLECTION CHARGES. If any installment of basic rent is not paid when due, Lessor may impose a late charge of up to 15% of the amount of the installment or \$15.00, whichever is greater, plus interest to Lessor upon each delayed payment calculated at the rate of 13/4% per month, or any part thereof. Payments thereafter received shall be applied first to delinquent installments and then to current installments. Lessee agrees to pay Lessor a collection call charge of \$15.00 to compensate Lessor for time and expense of making such call. If for any reason a Lessee's check is returned to the Lessor for non-payment, a \$15.00 bad check charge will be imposed.
 17. DEFAULT. Each of the following events shall constitute an "Event of Default" hereunder: (a) Lessee shall fail to pay when due any installment of basic rent; (b) Lessee shall fail to observe or perform any other agreement to be observed or performed by Lessee hereunder and the continuance thereof for 113 calendar days following written notice thereof by Lessor to Lessee; (c) Lessee or any guarantor of this Lease Agreement or any partner of Lessee if Lessee is a partnership shall cease doing business as a going concern or make an assignment for the benefit of creditors; (d) Lessee or any guarantor of this Lease Agreement or any partner of Lessee if Lessee is a partnership shall voluntarily file, or have filed against it involuntarily, a petition for liquidation, reorganization, adjustment of debt, or similar relief under the Federal Bankruptcy Code or any other present or future Federal or State Bankruptcy or Insolvency Law, or a trustee, receiver, or liquidator shall be appointed of it or of all or a substantial part of its assets; (e) any individual Lessee, guarantor of this Lease Agreement, or partner of Lessee if Lessee is a partnership shall die; (f) breach of any representation or warranty made by the Lessee or any guarantor of this Lease; (g) levy, seizure of attachment of the equipment; (h) an event of default shall occur under any other obligation Lessee owes to Lessor.
 18. REMEDIES. Lessor and Lessee agree that Lessor's damages suffered by reason of an Event of Default are uncertain and not capable of exact measurement at the time this Lease Agreement is executed because the value of the Equipment at the expiration of this Lease Agreement is uncertain, and thereof they agree that for purpose of this paragraph 18 "Lessor's Loss" as of any date shall be the sum of the following: (a) the amount of all rent and other amounts payable by Lessee hereunder with respect to such item due but unpaid at the date of such payment plus (b) the amount of all unpaid rent with respect to such item for the balance of the term of this Lease Agreement not yet due at the time of such payment discounted from the respective dates installment payments would be due at the rate of 18% per annum plus (c) twice the amount of any investment tax credit recaptured by Lessor on account of early disposition of such item plus (d) 10% of the original cost of such item, which represents compensation for loss of Lessor's anticipated residual value. Upon the occurrence of an Event of Default and at any time thereafter, Lessor may exercise any one or more of the remedies listed below as Lessor in its sole discretion may lawfully elect provided, however, that upon the occurrence of an Event of Default specified in paragraph 17 (d), an amount equal to Lessor's Loss as of the date of such occurrence shall automatically be and become immediately due and payable without notice or demand of any kind.
 - (a) Lessor may, by written notice to Lessee, terminate this Lease and declare an amount equal to Lessor's Loss as of the date of such notice to be immediately due and payable, and the same shall thereupon be and become immediately due and payable without further notice or demand, and all rights of Lessee to use the Equipment shall terminate but Lessee shall be and remain liable as provided in this paragraph 18. Lessee shall at its expense promptly deliver the Equipment to Lessor at a location or locations within the continental United States designated by Lessor. Lessor may also enter upon the premises where the Equipment is located and take immediate possession of and remove the same with or without instituting legal proceedings.
 - (b) Lessor may proceed by appropriate court action to enforce performance by Lessee of the applicable covenants of this Lease Agreement or to recover, for breach of this Lease, Lessor's Loss as of the date Lessor's Loss is declared due and payable hereunder; provided, however, that upon recovery of Lessor's Loss from Lessee in any such action without having to repossess and dispose of the Equipment, Lessor shall transfer the Equipment to Lessee at its then location upon payment of any additional amount due under clauses (d), (e), and (f) below.
 - (c) In the event Lessor repossesses the Equipment, Lessor shall either retain the Equipment in full satisfaction of Lessee's obligation hereunder or sell or lease each item of Equipment in such manner and upon such terms as Lessor may in its sole discretion determine. The proceeds of such sale or lease shall be applied to reimburse Lessor for Lessor's Loss and any additional amount due under clauses (d), (e), and (f) below. Lessor shall be entitled to any surplus and Lessee shall remain liable for any deficiency. For purposes of this subparagraph, the proceeds of any lease of all or any part of the Equipment by Lessor shall be the amount reasonably assigned by Lessor as the cost of such Equipment is determining the rent under such lease.
 - (d) Lessor may recover twice the amount of any investment tax credit taken with respect to the Equipment recaptured by Lessor on account of early disposition of the Equipment.
 - (e) Lessor may recover interest on the unpaid balance of Lessor's Loss from the date it becomes payable until fully paid at the rate of 18% per annum.
 - (f) Lessor may exercise any other right or remedy available to it by law or by agreement, and may in any event recover legal fees and other expenses incurred by reason of an Event of Default or the exercise of any remedy hereunder, including expenses of repossession, repair, storage, transportation, and disposition of the Equipment. No remedy given in this paragraph is intended to be exclusive, and each shall be cumulative but only to the extent necessary to permit Lessor to recover amounts for which Lessee is liable hereunder. No express or implied waiver by Lessor of any Event of Default shall constitute a waiver of any other Event of Default.
 19. NOTICES. Any written notice hereunder to Lessee shall be deemed to have been given when delivered personally or deposited in the United States mail, postage prepaid, addressed to Lessee at its address set forth above or at such other address as may be last known to Lessor.
 20. NET LEASE AND UNCONDITIONAL OBLIGATION. This Lease is a completely net Lease and Lessee's obligation to pay the rent and amounts payable by Lessee under paragraphs 12 and 18 is unconditional and not subject to any abatement, reduction, setoff, or defense of any kind.
 21. NON-CANCELLABLE LEASE. THIS LEASE CANNOT BE CANCELLED OR TERMINATED EXCEPT AS EXPRESSLY PROVIDED HEREIN.
 22. SURVIVAL OF INDEMNITIES. Lessee's obligations under paragraphs 7 and 8 shall survive termination of this Lease Agreement.
 23. MISCELLANEOUS. Any provision of this Lease which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions of this Lease and any such unenforceability in any jurisdiction shall not render unenforceable such provision in any other jurisdiction. The terms and conditions of this Lease supercede the terms and conditions of any related purchase order.
 24. CONSENT TO UTAH LAW, JURISDICTION AND VENUE IN THIRD DISTRICT COURT, SALT LAKE COUNTY, SALT LAKE CITY, UTAH. This lease shall be deemed fully executed and performed in the state of UTAH and shall be governed by and construed in accordance with the law thereof. Any action, proceeding, or appeal on any matter related to or arising out of this Lease, the Lessor, Lessee and guarantors shall be subject to the personal jurisdiction of the state of UTAH, including any state or federal court sitting therein, and in all court rules thereof and shall accept venue in any federal or state court in UTAH.
 25. RENEWAL. Unless LESSEE, sixty days prior to the expiration of this lease notifies LESSOR in writing of its intentions to terminate this lease at its expiration date, then this Lease will automatically renew at the same payment amount for consecutive 30-day periods from its expiration date without the necessity of execution of any further instrument or document.



LES OLSON IT

Corporate Office: 3244 South 300 West SLC, UT 84115 - (P) 801-486-7431 (F) 801-486-7494

Sales Order # 635613

Customer # 04-TOWAP

Sales Rep: Aaron Brown

Order Date: Nov 8, 2022

Quote Expiration Date: Oct 31, 2022

Sold To

Town of Apple Valley
 Attn: Tonya
 1777 N Meadow Lark Dr
 Apple Valley UT 84737-4894

Attn: Robin Whitmore
 rwhitmore@applevalleyut.gov
 435-877-1190

Equipment Group 1

Attn: Tonya 1777 N Meadow Lark Dr Apple Valley, UT 84737-4894

	DESCRIPTION	QTY
1.	BP-50C26 - Sharp Color Copier # 26 pages-per-minute Color Sharp Multi-function System	1
2.	BP-DE12 - Stand/1 X 550 Paper Deck (50C26-70C65)# Stand/1 X 500 Paper Feed Desk Unit	1
3.	BP-TU10 - Center Exit Tray (50C26-70C65) Center Exit Tray Unit (BP50C26-BP70C45)	1
4.	BP-TR12 - Exit Tray (50C26-70C65) Exit Tray (BP50C26-BP70C45)	1
5.	BP-FX11 - Sharp Fax # Fax Module	1
6.	MX-PK13L - PostScript (M2651-6051, 50C26-50C45) # Adobe PostScript Expansion Kit	1
7.	BP-EB10 - Wireless LAN Adapter Wireless LAN	1
	<u>Service</u> Platinum B/W Service (NASPO) Term: 60 Contract Included Pages: 168,000 Excess Pages Begin At: 168,001 Excess Page Charge: 0.00935 Platinum Color Service (NASPO) Term: 60 Contract Included Pages: 102,000 Excess Pages Begin At: 102,001 Excess Page Charge: 0.0583	

Purchase Type	Terms	Purchase Option	Monthly Lease Payment
Lease	60 months	FMV	\$ 302.51 (plus applicable taxes)

Accepted by: Robin Whitmore

Title: Treasurer/Council member

PO#: _____

Signature:



Date: Nov 8, 2022

GENERAL TERMS AND CONDITIONS

- (1) This Agreement by and between Customer/Lessor (collectively "Customer") and Les Olson Company ("LOC"), including the Maintenance Agreement (if applicable and defined below), shall be legally considered agreed and valid upon signature by the Customer.
- (2) This Agreement may not be assigned or transferred by the Customer without the written approval of an LOC Officer.
- (3) This Agreement constitutes the entire Agreement for this transaction between the Customer and LOC. The provisions herein shall be deemed to accurately represent the intent of both parties. No term or condition, express or implied, is authorized unless it appears on the original of this Agreement. This Agreement may not be varied or modified, except in writing and signed by an LOC Officer and the Customer.
- (4) For products/software and/or services acquired under this Agreement, the terms of payment are net thirty (30) days. Time is of the essence regarding the terms of this contract, and if default be made by the Customer in any payment of any of the terms of this sale, a finance charge of one and a half (1.5) percent per month (annual percentage rate of eighteen (18) percent) will be charged on any overdue account. LOC agrees to provide reasonable assistance to Customer in its efforts to finance the purchase or lease of the product/software and/or services; however, Customer acknowledges such financing is not and cannot be guaranteed by LOC. Customer shall be ultimately responsible for payment of the purchase price of products/software and/or services sold or leased. A 15% handling charge on all returned merchandise will be made.
- (5) If Customer's account becomes delinquent and is turned over to an attorney or third-party collector, the Customer agrees to pay fees equal to the total balance due plus all of LOC's related fees, attorney fees, and collection costs, even if no suit or action is filed.
- (6) This Agreement does not include applicable taxes. All taxes levied or imposed, now or hereafter, by any governmental authority are the Customer's sole responsibility and shall be timely paid by the Customer.
- (7) Title to all products/software acquired under this Agreement shall remain with LOC until the full purchase price is paid. Customer shall be responsible for any loss, damage or injury to all products/software acquired under this Agreement, whether by acts of nature or otherwise, and no such loss, damage or injury shall relieve the Customer from liability to pay the full purchase price.
- (8) If products/software and/or services are delivered to Customer before final payment, the Customer gives LOC the right to file financing statements with respect to the equipment under the Uniform Commercial Code, as amended, or other similar provisions of law, and authorizes LOC where permitted by law to make such filings without buyer's signature.
- (9) In the event that a manufacturer's software is required in conjunction with this sale, Customer is responsible to perform and complete applicable system backups prior to such installation. LOC shall not be liable for loss or damage of any kind to data or equipment as a result of this installation. End-User License Agreements ("EULA") govern the use and distribution of manufacturer's software. Customer shall be solely responsible for the cost of any cables, electrical requirements or additional hardware required to connect equipment to a network. LOC shall not be responsible for any updates or problems arising after the initial installation due to a change in the Customer's computers and/or network.
- (10) Customer is responsible for the protection and removal of sensitive and private data that may become stored on Customer's equipment. While LOC may provide options for data removal and protection, Customer is solely responsible for selecting an appropriate data removal standard that meets Customer's business needs. LOC does not recommend any particular option, and LOC is not liable for damages arising from Customer's failure to remove and protect its data fully. Regardless of which standard Customer chooses, Customer must return leased equipment in full working order at the end of any lease term.
- (11) Standard Image and Print Product Limited Warranty: LOC warrants new and used equipment to be free of defect in materials and workmanship for a period of ninety (90) days from installation. This warranty does not extend to the replacement of supply items or consumables, including, but not limited to, photoconductors, heat rollers, fuser, cleaning kits, toner, developer, paper or staples. Under no circumstances will LOC be responsible for any consequential or incidental damages.
- (12) This Agreement shall be construed in accordance with the laws of the State of Utah.
- (13) LOC's failure to enforce any term of this Agreement shall not be deemed a waiver thereof.
- (14) Limit of Liability. Except as expressly provided in these Conditions, Les Olson Company shall not be liable for damage to property or for injury to any person arising from the sale, installation, use or removal of products unless caused by the sole neglect of Les Olson Company. Each party hereby agrees to indemnify and hold the other party harmless from and against any and all claims, demands, actions, losses, liabilities, costs and expenses (including reasonable attorney's fees) arising out of or resulting from the performance, or lack of performance, of each party's activities under this Agreement except to the extent caused by either party's sole negligence or willful misconduct.
- (15) Any warranty products are maintained by the product manufacturer.

IMAGE AND PRINT PRODUCTS MAINTENANCE AGREEMENT TERMS AND CONDITIONS

- (1) This Maintenance Agreement (the "Maintenance Agreement") covers only the product(s) described on the face hereof and does not include any product(s) or accessories not listed. All parts and labor for adjustments and repairs as necessitated by normal use of the product(s) described on the face hereof are determined by LOC. Not included in this Maintenance Agreement are network/software support, LOC IT Connectivity Services ("LOCITCS"), and consumable supplies such as, but not limited to, paper and staples. LOCITCS is an optional service and can be added to this Agreement at an additional charge.
- (2) Optional LOCITCS solely provide connectivity coverage for printing services related to the connectivity between the covered product/service and Customer's network. LOCITCS cover phone support and onsite service for print driver installation, PC faxing, inbound routing, and scanning to email, folders, or desktop. LOCITCS do not provide coverage or services for Customer's network itself; issues outside of the LOC-provided products/software (such as network failure, routers, etc.) are not covered under LOCITCS and any service provided related thereto (if available) will be rendered at established service rates in effect at the time such service is performed. MFP Devices which utilize scanning technology may be billed separately for scans.
- (3) Customer agrees to pay LOC the base and overage charges listed on this Maintenance Agreement and agrees that excess images over the allotted base amount during the billing cycle will be billed to Customer at the agreed upon rate for excess images. If not noted, excess images will be charged at LOC's retail rates. Customer agrees that LOC may increase the per image rate annually during any term of the Maintenance Agreement by an amount not to exceed ten (10) percent of such charge.
- (4) Maintenance Agreement charges are payable in advance. Monthly and quarterly plans are available based on volume usage, but minimum monthly volumes are required. LOC also reserves the right to adjust pricing at any time during the Agreement in response to image coverage above 7% for mono images and 30% for color images. If toner is included in the Agreement, the toner will be supplied within the cost per image rate based upon the standard manufacturer's yield. Excess toner will be billed at standard manufacturer's yield.
- (5) Meter collection may be necessary to ensure accurate billing. If a meter cannot be collected, the monthly minimum will be billed. Customer acceptance of manufacturer software installation on Customer's computers/network may entitle Customer to a reduced cost per image rate on the products acquired under this Maintenance Agreement. If product(s) require(s) manual meter collection, a 10% increase on quoted cost per image rates may take effect.
- (6) If this Maintenance Agreement is in place during the term of the Agreement, LOC will provide new or equivalent replacement parts that have been worn or broken through normal use. Parts requiring replacement due to irregular use or accident shall be billed to Customer at LOC's published part prices in effect at the time such part is sold. Irregular use or accident is constituted by but not limited to: service or repairs made necessary by accident, misuse, abuse, neglect, theft, riot, vandalism, electrical power failure, fire, flood, lightning, other acts of nature, or as a result of either service by unauthorized personnel or use of supplies or parts that do not meet manufacturer's published supply or part specifications for the equipment; these aforementioned conditions may render this Maintenance Agreement invalid. Service or repairs needed due to damage sustained during a move of a device, unless performed by an authorized LOC representative, shall not be covered by this Maintenance Agreement in place and shall be subject to additional charges. When service work beyond normal use is required, LOC will submit a cost estimate for such service work. If the Customer authorizes such service work, a separate invoice will be rendered.
- (7) Machine environmental location must follow manufacturer specifications.
- (8) All service calls, including those for recommended preventative maintenance ("PM"), shall be made upon request by the Customer. It is the responsibility of the Customer to schedule PM service calls and the responsibility of LOC to provide the recommended preventative maintenance. PMs may be in conjunction with regular or emergency service calls. Service work furnished to Customer may include reasonable use of Customer's image allotments and materials.
- (9) LOC's standard business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding LOC observed holidays. LOC shall make all service calls, including PMs, covered under this Maintenance Agreement during standard business hours.
- (10) Mileage may be charged for locations more than 50 miles from any LOC facility if a Maintenance Agreement is or is not in effect during the term of this Agreement.
- (11) The Maintenance Agreement, if purchased, shall continue for the term stated on the Agreement. The Maintenance Agreement shall automatically renew for successive one (1) year terms unless either party provides written notice to the other party of their intent to terminate prior to thirty (30) days before the expiration of the original term or any subsequent renewal terms. Written notice must be sent to:

Les Olson Company
c/o Contract Renewals
3244 South 300 West
Salt Lake City, UT 84115

- (12) Customer's failure to abide by all payment obligations may result in delay/suspension of service or termination of this Maintenance Agreement and may, at LOC's sole discretion, constitute a default under this Maintenance Agreement and the Agreement.