



ACCOUNT NUMBER							
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COMMERCIAL RENTAL AGREEMENT

Customer Information:			
City Of Breckenridge			
Legal Business Name			
105 North Rose Ave		Breckenridge	TX 76424
Address		City	State Zip Code
Cynthia Northrop	254-559-8287	cnorthrop@breckenridgetx.gov	
Contact Name	Business Phone No.	Cell Phone No.	Email Address
Same			
Equipment Location		Tax ID	
Vendor Information:		Schedule of Payments:	
SpectrumVoIP, Inc.	06FDX	(972) 312-0388	Base Monthly Payment \$ 553.00 for 36 Months
Vendor Name	Vendor Code	Vendor Phone No.	(PLUS TAXES AND TAX PROCESSING FEE AS DESCRIBED IN SECTION 11 OF THIS AGREEMENT)
PO Box 250588	Plano	TX 75025	
Address	City	State Zip Code	
Equipment Description:			
VoIP Phone Equipment with Accessories			

1. Terms and Conditions. In this Rental Agreement, the words "I", "me" and "my" mean Customer. The words "you", "your" and "yours" mean Spectrum VoIP. I (the customer) want to acquire the above equipment from you. This Agreement will begin when you accept and sign the Agreement and will continue for the entire Rental term. This is a finance lease as defined in UCC Article 2A.

2. Payment Terms. I will unconditionally pay all amounts due, without any right to set-off. If you do not receive payment by its due date, there will be a late fee equal to 15% of the late amount (but at least \$5.00 per month) which I agree is a reasonable estimate of the costs You incur with respect to late payments and is not a penalty. I will pay your collection costs, including charges for collection letters (not to exceed \$5.00 per letter), collection phone calls (not to exceed \$6.00 per call) collection agency fee (not to exceed \$50.00 per placement), collection agency charge (an amount not to exceed 30% of the amount paid by you to the collection agency), and pre-litigation administration preparation fee (not to exceed \$200). If I chose to be statement billed by you, or the direct debit information is incomplete, inaccurate or results in insufficient available funds, I agree to a \$10.00 per month statement fee.

3. Commencement and Manner of Execution. This Rental is not binding on the parties until you sign it. The commencement date (the "Commencement Date") shall be the date when you pay the Vendor any funds for the equipment, in reliance on my instructions to purchase the equipment on my behalf. I acknowledge and agree that billing will begin on the Commencement Date. To expedite the Agreement I ask you to accept a faxed or electronic signature and agree it will be considered as good as an original.

4. Term. This Agreement is non-cancellable. If I do not notify you within 30 days of the expiration of the original term or any extension thereof, the Agreement will renew on a month to month basis under the same terms and conditions. After sufficient notification of expiration, at the end of the Term I shall return the equipment in good working order in a manner and to a location designated by you.

5. Disclaimer of Warranties. I alone selected the vendor and the equipment. The Agreement cannot be cancelled by me for any reason, even if the equipment fails or is damaged and it is not my fault. You are renting it to me "as is" and you disclaim all express and implied warranties, including any warranty of merchantability or fitness for a particular purpose. I shall settle any dispute regarding the equipment's performance directly with the vendor.

6. Service. In the event I default under this Agreement, I agree my service may be suspended or terminated. This will not impact my obligations under this Agreement.

7. Purpose and Location. I promise the equipment will be used only for business and not for personal, family or household purposes. I will keep and use the equipment at the above address and not move it or return it to you prior to the end of the Rental Term.

8. Default. If I do not pay you as agreed or fail to perform any other term of this Agreement, I will be in default and I agree that you have the right to exercise any or all of the following remedies (i) remotely disable the equipment (ii) repossess the equipment (iii) terminate the Agreement without giving me notice (iv) require the immediate payment of all amounts due plus the unpaid balance of the amounts due for the original or extended term of the Agreement (v) charge me the fair market value retail value of the Equipment as determined by you (vi) obtain, share and use information concerning me, including but not limited to, bank accounts, real property and personal property for the purpose of collection of money I owe you.

9. Choice of Law and Venue. This Agreement shall be governed by the laws of the Texas (where you have an office and accepted this Agreement). Any suit, action or other proceeding arising out of or related to the parties obligations hereunder shall take place exclusively in the county in which the Customer is located if initiated by you and shall take place exclusively in Collin County, Texas if initiated by me. The parties agree to waive any right to trial by jury so that trial shall be by and only to the Court.

10. Ownership. You have title to the equipment at all times.

11. Taxes. I must pay for all sales, use, property and other taxes relating to the Agreement and the equipment. You may charge me a monthly tax administration fee up to \$3.00. You may bill me based on your estimate of the taxes and fees.

12. Insurance. I accept all risk of loss, injury or damage caused by the equipment and shall indemnify you for all suits and other liability arising from the same. I must maintain acceptable property insurance insuring the equipment against all risks of loss in an amount equal to the replacement cost and name you as "loss payee."

13. Assignment. I may not assign (transfer) the Agreement to anyone else. You may sell or transfer your interests without notice and your assignee will have all your rights but none of our obligations. The assignee will not be subject to any defenses, claims or set-offs I may assert against you.

14. Modification. None of the terms of this Agreement shall be changed or modified except in writing duly executed by the Parties.

15. Communication via Cell Phone and Email. By providing my telephone number and email address, I authorize you, your affiliates and agents to contact me using any means of communication, including but not limited to, calls placed to my cellular telephone using an automatic dialer device, calls using prerecorded messages and/or SMS text messages, and emails regarding any current or future payments owed to you.

Acceptance of Rental Agreement. This is a binding contract. It cannot be cancelled. Read it carefully before signing. If terms are not fully understood seek legal advice.

Cynthia Northrop

City Manager

Authorized Signature _____ Name and Title (Please Print) _____ Date _____ Spectrum VoIP Authorized Signature _____

Personal Guaranty: I hereby unconditionally guarantee the prompt payment when due of all obligations under this Rental Agreement. You shall not be required to proceed against the Customer or the Equipment or to enforce any other remedy before proceeding against the undersigned. The undersigned agrees to pay attorney's fees and other expenses incurred by reason of the Customer's default as detailed in section 8. The Undersigned waives notice of the acceptance hereof and of all other notices or demands of any kind to which the undersigned may otherwise be entitled. This is a continuing Guaranty. The undersigned specifically understands and agrees to the proper venue arising from this Agreement. The Undersigned authorizes You, your agents, and affiliates to check my credit and employment history. You are further authorized to provide history information to others about your credit experience with me, including but not limited to, credit bureaus.

Guarantor #1

Guarantor #2 (If Applicable)

Signature _____ Date _____

Signature _____ Date _____