

## ACCEPTANCE CERTIFICATE

TO: Commercial Credit Group Inc., LESSOR

In accordance with the terms of the Lease Agreement dated April 14, 2021 (the "Lease"), by and between Commercial Credit Group Inc. (the "Lessor"), and City of Cartersville, (the "Lessee"), Lessee hereby certifies and represents to, and agrees with, Lessor as follows:

1. The Equipment, as such term is defined in the Lease and referenced on Schedule A thereto, has been delivered and installed at the Equipment Location specified in Schedule A to the Lease and accepted on the date indicated below.
2. Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate, finds the Equipment in good condition and repair, and hereby acknowledges that it accepts the Equipment for all purposes.
3. Lessee hereby irrevocably approves the payment of the invoice of the Supplier or Vendor specified in Schedule A to the Lease pertaining to the Equipment.
4. Lessee has appropriated and /or taken other lawful acts necessary to provide such funds sufficient to pay all sums required to be paid pursuant to the Lease during the current budget period.
5. No Event of Default, as such term is defined in the Lease, and no event which, with notice or lapse of time, or both, would become an Event of Default, has occurred and is continuing at the date hereof.
6. Lessee hereby acknowledges that Lessor **makes no warranties expressed or implied, as to the suitability, durability, fitness for use, merchantability, condition, quality or otherwise of any Equipment, and Lessee specifically waives all rights to make claim against Lessor or its assignee. Lessor or its assignee shall not be liable to Lessee for any loss, damage or expense of any kind or nature caused directly or indirectly by any Equipment or the use or maintenance thereof, the failure of operation thereof, the repairs, service or adjustment thereto, by any delay or failure to provide any thereof, by any interruption of service or loss of use thereof, or for any loss of business or damage whatsoever and howsoever caused.** No defect or unfitness of Equipment shall relieve Lessee of any obligation under the Lease.

LESSEE: City of Cartersville, GA

By: \_\_\_\_\_  
Matt Santini, Mayor

Date of Acceptance: \_\_\_\_\_

Attested to By: \_\_\_\_\_  
Julia Drake, City Clerk