



Purchase Sales Order Agreement

SOUTH DAKOTA >>> IOWA >>> NEBRASKA
VISIT cbpnow.com **>>> CALL** 1.800.529.1950

Order Number _____

Date 11/10/2025

Account Number _____

Customer Segment Regular

PHONE #: (605) 578-2600

Email: rmcgrath@cityofdeadwood.com

BILL TO: City of Deadwood Finance

SHIP TO: City of Deadwood Finance

108 Sherman St

108 Sherman St

Deadwood, SD 57732

Deadwood, SD 57732

Salesperson	Terms	Customer PO #	Order Date	Requested Delivery Date
Kevin Jergenson	Lease		11/10/2025	

Quantity	Item #	Description	Unit Price	Amount
1	MZ3501ci	Kyocera TASKalfa MZ3501ci		\$120.33/m
1	512FLASH	Flash Drive for Backups		
1	TK-8467Y	Yellow Toner Approx. 20K Yield @ 5% Coverage		
1	PF-7150	Dual 1,500 Sheet Paper Trays - Letter		
1	UG-52	MZ3501ci Product Identifier		
1	TK-8467C	Cyan Toner Approx. 20K Yield @ 5% Coverage		
1	FAX12	FAX12 Fax System 12		
1	PP15	15 Amp Surge Protector		
1	TK-8467M	Magenta Toner Approx. 20K Yield @ 5% Coverage		
1	IB-37	Wireless LAN/Interface (2.4GHz/5GHz multi-band) <3>		
1	TK-8467K	Black Toner Approx. 30K Yield @ 5% Coverage		
1	DP-7160	320 Sheet DSDP		
Notes			SUBTOTAL	\$120.33/m
			SALES TAX (est)	
			TOTAL	

A 3% fee applies when using a credit card for payment.

Lease Information		Software Support Agreement	
Lease Company	<u>CBL</u>	Billing Cycle	_____
Lease Term	<u>60</u>	Amount	_____
Lease Type (FMV or \$1)	<u>FMV</u>	BG Category	_____

The Customer agrees to purchase/lease the above listed equipment and/or software at the above listed amount. The Customer also acknowledges that he/she has read this agreement, understands and agrees to be bound by its terms, certify that he/she is authorized to sign and further agrees that it is the complete and exclusive statement of the agreement between the parties which supersedes all proposals oral or written and all other communications and prior agreements between the parties relating to the subject matter of this agreement. The terms of this agreement may not be amended, modified or rescinded except by a written instrument signed by both parties.

ACCEPTANCE

CUSTOMER		DEALER	
Signature _____		Signature _____	
Printed Name _____		Printed Name _____	
Title _____		Date _____	
Date _____			



Purchase Sales Order Agreement

SOUTH DAKOTA >>> IOWA >>> NEBRASKA
VISIT cbpnow.com >>> CALL 1.800.529.1950

The following terms and conditions shall apply to any equipment/software sold or maintenance services provided to Customer under this Agreement:

1. Acceptance. The product(s) will be deemed to have been accepted on the date of delivery.

2. Title and Security Interest. Century Business Products (CBP) shall retain title to the Equipment/Software listed on the previous page until purchase price is paid in full. Until title to Customer, CBP shall have a purchase money security interest in the Equipment/Software, including all additions and replacements thereto and the proceeds thereof, to secure performance of all such obligations of Customer. Customer shall keep the Equipment/Software in good order and repair/maintain until the purchase price has been paid in full and promptly pay all taxes and assessments upon the Equipment/Software or use of the Equipment/Software.

3. Risk of Loss. Risk of loss or damage to the Equipment/Software shall pass to Customer upon delivery of the Equipment/Software (regardless of whether the purchase price has been paid in full. Confiscation or destruction of, or damage to, the Equipment/Software shall not in any way effect the liability of Customer to pay the purchase price in full.

4. Payment. Customer agrees to pay the purchase price for the Equipment/Software listed on the reverse side. The purchase shall be due thirty (30) days from installation. There shall be added to the prices shown above and Customer agrees to pay the amount of any taxes resulting from this Agreement or any activities hereunder.

If the Customer fails to pay any charges when due and payable, Customer agrees that CBP will have the right and Customer will pay a late payment charge of 1.5% per month, but not in excess of the lawful maximum, on the unpaid balance.

5. Cancellation. Customer may, prior to the installation date requested in this Agreement, cancel installation of any equipment/software, provided that CBP receives written notice thirty (30) days before such installation date.

6. Termination. CBP shall have the right to terminate this Agreement upon the occurrence of any one of the following:

a. Customer assigns this Agreement, or any of its rights hereunder, without the prior written consent of CBP, such consent not to be unreasonably withheld. The word 'assign' includes without limiting the generality thereof, the transfer of a majority interest in Customer, or

b. Customer shall neglect or fail to perform or observe any of its existing or future obligations to CBP, including without limiting the generality thereof, the timely payment of any bills to CBP, or

c. If any assignment is made of Customer's business for the benefit of creditors, or if a receiver, trustee in bankruptcy or similar officer is appointed to take charge of all or part of Customer's property, or if Customer is adjudicated as bankrupt.

7. Notices. All notices given by either party to the other under this Agreement shall be in writing.

8. Damages. In no event shall CBP be liable for special, indirect or consequential damages in connection with or arising out of the furnishing, performance or use of any product or service under this agreement.

9. Governing Law. This contract shall be governed by and construed according to the laws of the State of South Dakota.

10. Modifications. This contract may not be modified or terminated orally, and no modifications or termination nor any claimed waiver of any of the provisions hereof shall be binding unless in writing and signed by the party against whom such modification, termination or waiver is sought to be enforced.

11. Assignment. This Agreement is not assignable by Customer without written permission from CBP, such permission not to be unreasonably withheld, and any attempt by Customer to assign any rights, duties or obligations which arise under this Agreement without such permission shall be void.

12. Miscellaneous. This Agreement constitutes the complete and exclusive statement of the Agreement between the parties which supersedes all proposals, oral or written, and all communications between the parties relating to the subject matter of this Agreement, any prior course of dealing, custom or usage of trade or course of performance notwithstanding.

Customer represents that Customer is not relying on any oral or written representations or warranties not contained in this written Agreement. In the event Customer uses Customer's purchase order form in connection with the ordering of the Equipment/Software, such order will be governed by the terms of this Agreement and any provision of such order form in any manner differs from or is in addition to the provisions of this Agreement shall be of no force or effect. CBP's acceptance of such order is expressly made conditional on Customer's assent to the terms of this Agreement. Any acknowledgments by Customer of this Agreement shall be limited to the terms of this Agreement, and any provision in such acknowledgment which in any manner differs from or is in addition to the provisions of this Agreement shall be of no force or effect.

All drawings, designs and techniques and improvements (whether patentable or unpatentable) made or conceived by CBP or its agents or employees in the fulfillment of this sale shall be the property of CBP and Customer agrees not to use for its own benefit or disclose to or use for the benefit of any other person any of such property.

Customer acknowledges that it has read this Agreement, and understands and agrees to all terms and conditions stated herein.



LEASE AGREEMENT

Agreement No. _____
Customer No. _____

LESSEE:		SUPPLIER:	
Legal Name	City of Deadwood Finance	Name	Century Business Products, Inc.
Billing Address	108 Sherman St	Address	PO Box 1838
City, State, Zip	Deadwood, SD 57732	Address	1011 E 15th Street
Phone	(605) 578-2600	Tax ID	
City	Sioux Falls	State	SD
Zip	57101		
Equipment Location (if other than Billing Address)		Phone	605/335-7367
		Web	www.cbppinc.biz
		Fax	605/335-3551

EQUIPMENT DESCRIPTION:	
Make and Model	Serial Number
SEE LEASE AGREEMENT ADDENDUM FOR ADDITIONAL EQUIPMENT (if applicable)	

TRANSACTION TERMS:	PAYMENT OPTIONS:
Lease Payment <u>\$120.33</u> Term <u>60</u> Months <small>(Plus Applicable Taxes)</small>	<input type="checkbox"/> Check Send your check to: PO Box 1838, Sioux Falls, SD 57101
The following additional payments are due on the date this Lease	<input type="checkbox"/> ACH Type: <input type="checkbox"/> Checking <input type="checkbox"/> Savings
SECURITY DEPOSIT <u>NONE</u> ADVANCE PMT \$ <u>NONE</u>	The undersigned hereby authorizes Century Business Leasing to electronically draft, via ACH, the amount indicated in this Lease Agreement from my (our) checking / savings accounts at the Bank listed below. This authority will continue until the Lease Agreement Transaction Terms have been satisfied. The Undersigned hereby certifies that they are duly authorized to execute this form on behalf of the above listed Lessee.
	Authorized Signature: _____
	Bank Name: _____
	Routing Number: _____
	Account #: _____

NOTES:	INVOICE OPTIONS:
	<input type="checkbox"/> E-mail Invoice <u>rmcgrath@cityofdeadwood.com</u>
	<input type="checkbox"/> Mail Invoice (E-mail Address)

ACCEPTED BY LESSEE:	
Equipment Delivery and Acceptance: Lessee hereby certifies that the Equipment: (a) has been delivered to and installed at the above location(s); and (b) has been examined by the Lessee, is in good operating condition and is accepted by Lessee for all purposes of the Lease. Lessee warrants that the Equipment Delivery Date set forth below is correct. Lessee authorized Century Business Leasing, Inc. to pay the Equipment purchase price to the applicable vendor(s).	
X	Print Name: _____ Title: _____
Lessee Authorized Signature	E-Mail Address: _____ Date: _____

PERSONAL GUARANTY:	
The undersigned guarantors jointly and severally unconditionally guarantee the prompt payment when due of each monthly rental payment due and payable under the foregoing Lease Agreement and all existing and future liabilities of the Lease to the Lessor of every nature whatsoever. To enforce the liability of the guarantors hereunder, Lessor shall not be required, first to (a) give guarantors notice at Lessee's default; (b) repossess the equipment or the terms of this Lease Agreement without defeating or diminishing this continuing guaranty. This is a guarantee of payment and not of collection. Impairment of collateral is not a defense. The Guarantors acknowledge 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.	
Signed x X	Print Name: _____ Date: _____

ACCEPTED BY CENTURY BUSINESS LEASING, INC.:	
Signed x X	Title: CFO Date: _____

LEASE AGREEMENT

Agreement No. _____

Customer No. _____

1. TERMS AND CONDITIONS

In this agreement ("Lease"), "we", "our", and "us" refers to Century Business Leasing, Inc. as Lessor and "you" and "your" refer to the Lessee. You agree to lease the Equipment upon the following terms and conditions:

2. LEASE PAYMENTS AND TERM: The Lease is enforceable on you upon your execution. The term of the Lease shall commence on the date we accept/book the Lease ("Lease Commencement Date"). The first Lease Payment shall be due on the date we specify in the month following the Lease Commencement Date ("Base Term Commencement Date"), as set forth in our invoice, and the remaining Lease Payments will be due on the same day of each subsequent month until paid in full. The Base Term Commencement Date shall be the start of the Base Term of the Lease.

3. DELIVERY, ACCEPTANCE, USE AND REPAIR: You are responsible for Equipment delivery and installation. Upon delivery and installation of the Equipment you agree to confirm to us in writing or by telephone verification your unconditional acceptance of the Equipment for purposes of this Lease. You authorize us to fill in the Lease Commencement Date, serial numbers and other information. You will keep the Equipment at the above location and are responsible for maintaining the Equipment in good repair. We are not responsible for Equipment or vendor failures.

4. INDEMNIFICATION: You agree to indemnify, defend and hold us harmless from and against any losses, damages, penalties, claims and suits, including attorneys' fees and expenses related to the ordering, manufacture, installation, ownership, condition, use, lease, possession, delivery or return of Equipment.

5. RETURN OF EQUIPMENT: Within ten (10) days following expiration of the term of this Lease, unless Lessee exercises its option, if any, to purchase the Equipment, Lessee will, at its expense, deliver such items of Equipment to Lessor's premises, or such other premises designated by Lessor in writing, for such disposition as Lessor may determine. The risk of loss shall remain with Lessee until the Equipment is so delivered to Lessor in the same manner. All Equipment so returned by Lessee to Lessor will be in the same condition as when originally delivered to Lessee, reasonable wear and tear resulting from authorized use thereof alone expected. Lessee shall continue to pay Lessor rent for any period of delay in redelivering the Equipment but notwithstanding this rental obligation, the Lease term does not continue and Lessee shall not acquire any additional rights in the Equipment.

6. LATE CHARGES: Any sums advanced by the Lessor until the preceding paragraph, from the date of such advance, shall bear interest at the maximum lawful contract rate applicable to Lessee under the laws of the state where the Equipment is located. Lessor may impose on each delinquent rental payment or other payment required under this Lease, a monthly late charge of \$5.00 or five percent (5%) of the amount of the rental delinquent, whichever is greater, but in no case more than the maximum lawful late payment charge. A rental payment or other payment required under this lease shall be considered delinquent ten (10) days after due date as directed in writing.

7. NO WARRANTY: We do not manufacture the Equipment and you have selected the Equipment and the supplier. **WE MAKE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PURPOSE AND ARE NOT RESPONSIBLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.**

8. INSURANCE, RISK OF LOSS: You bear all risk of loss or damage to the Equipment from its order until it is returned in the required condition or purchased by you ("Risk Period"). During the Risk Period you will maintain property and liability insurance on the Equipment acceptable to us, naming us loss payee and additional insured. If you do not provide us with insurance, we may: (a) purchase such insurance and charge you the cost plus a fee, or (b) charge you with a monthly risk fee of 0.25% of the original Equipment cost, but in either case, you shall not be relieved of any obligations under this Lease.

9. OWNERSHIP AND TAXES: We own the Equipment and/or Software. You will pay, when due, all taxes, fines and penalties relating to the purchase, use leasing and/or ownership of the Equipment. For administrative purposes, unless we otherwise direct in writing, you will list Lessee as the owner of the Equipment for property tax purposes and file and pay when due any property taxes relating to the Equipment directly to the taxing authority and provide us with evidence of compliance. If we pay any taxes, fees or penalties on your behalf, you will pay us the amount we paid plus an administrative fee. You authorize us to file UCC financing statements and other documents we deem necessary to confirm our interest in the Equipment.

10. DEFAULT: If you or any guarantor do not pay us any amount within twenty (20) days of its due date, or breach any terms of this Lease, any guaranty or any license relating to the Equipment, you will be in default. If you default, we may require you to do any combination of the following: (a) immediately pay all amounts then due, plus the present value of the remaining Lease Payments, Interim Rent and residual value of the Equipment, as determined by us, discounted at an annual rate of 4%; (b) return all of the Equipment; (c) allow us to repossess the Equipment; or (d) use any and all remedies available to us under applicable law. If you default, you agree to pay the cost of repossession and our attorney's fees and costs. We may apply any security deposits to your obligations and if you do not default, the balance will be refunded without interest.

11. ASSIGNMENT: You have no right to sell or assign the Equipment or Lease. We may sell or assign our rights in the Lease and/or Equipment and the new owner will have all our rights but will not be subject to any claim or defense you have against us.

12. ARTICLE 2A: You agree this Lease is a "financial lease" as defined in Article 2A of the Uniform Commercial Code. You have received a copy of the Supply Contract or been informed of the identity of the Supplier and you may have rights under the Supply Contract and may contact the Supplier for a description of those rights.

13. CHOICE OF LAW: This Lease has been made and executed in Sioux Falls, South Dakota and in any action proceeding, or appeal on any matter related to or arising out of this Lease, the Lessor, Lessee and any Guarantor hereby consent to the personal jurisdiction of the State of South Dakota, and the Lessee and any Guarantor hereby agree that the Circuit Court for the Second Judicial Circuit, Minnehaha County, South Dakota shall be the exclusive jurisdiction for litigation involving any dispute concerning this Lease. Lessee consents to venue in and the jurisdiction of the South Dakota Circuit Court Second Judicial Circuit, Minnehaha County, South Dakota and expressly waives Lessee's or Guarantor's right to remove any action to federal court. Lessee agrees that South Dakota law, without regard to its choice of law provisions, shall govern the interpretation and enforcement of this lease and all other matters, claims and defenses related thereto.

14. ENTIRE AGREEMENT: This Lease is the parties' entire agreement and can be amended only in writing signed by both parties. A fax of the Lease with fax signatures may be treated as an original and will be admissible as evidence.

15. CREDIT INFORMATION: You authorize us or any of our affiliates to obtain credit bureau reports, and make other credit inquiries that we deem necessary.

16. IRREVOCABLE COMMERCIAL LEASE: This Lease is irrevocable by the Lessee for its full term and the rent payable shall not abate by reason of repossession of the Equipment by Lessor or otherwise. Lessee warrants and represents that Lessee is leasing the Equipment for business and/or commercial purposes, and not for personal, family or household purposes.

17. WAIVER: To the extent permitted by law. Lessee waives any and all rights and remedies conferred upon a Lessee by SDCL § 57A-2A-508 through 57A-2A-522, including, without limitation, Lessee's rights to (a) cancel or repudiate the Lease, (b) reject or revoke acceptance of the leased property, (c) recover damages from Lessor for breach of warranty or for any other reason, (d) claim a security interest in any rejected property in the Lessee's possession or control, (e) deduct from rental payments all or any part of the claimed damages resulting from the Lessor's default under the Lease, (f) accept partial delivery of the leased property, (g) "cover" by making any purchase or lease of other property in substitution for property due from the Lessor, (h) recover from Lessor any general, special, incidental or consequential damages, for any reason whatsoever, and (i) specific performance, replevin or the like or any of the leased property. To the extent permitted by law, Lessee also waives any rights now or later conferred by statute or otherwise that may require Lessor to sell, re-lease or otherwise use or dispose of any of the leased property in mitigation of Lessor's damages as set forth in this agreement, or that may otherwise limit or modify any of Lessor's rights or remedies under the initial Lease.



MAINTENANCE AGREEMENT

SOUTH DAKOTA >>> IOWA >>> NEBRASKA
VISIT cbpnow.com >>> CALL 1.800.529.1950

Agreement Start Date: _____
Account Number: _____
Service Term: 12 Months
Sales Representative: ADAM SMITH

BILL TO:

City of Deadwood Finance
108 Sherman St
Deadwood, SD 57732

SHIP TO:

City of Deadwood Finance
108 Sherman St
Deadwood, SD 57732

Meter Contact Phone: (605) 578-2600

Meter Contact Email: rmcgrath@cityofdeadwood.com

Equip ID	Model	Serial Number	Meter Type	Start Meter	Base Charge	Copy/Print Allowance	Overage Charge	Meter Details
	MZ3501ci		BK		\$0.00	0	\$0.011	
			T1			0	\$0.0475	Tier 1 = 0-4% Color Fill
			T2			0	\$0.0675	Tier 2 = 4-7% Color Fill
			T3			0	\$0.0875	Tier 3 = 7+% Color Fill

Contract Details

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Billing Cycle		Agreement Coverage	
Base Billing	Overage Billing	Contract Plans	
<input checked="" type="checkbox"/> Monthly	<input checked="" type="checkbox"/> Monthly	<input checked="" type="checkbox"/> Includes parts, labor, mileage, drums and toner. Paper and staples not included.	
<input type="checkbox"/> Quarterly	<input type="checkbox"/> Quarterly		
<input type="checkbox"/> Annual	<input type="checkbox"/> Annual		

Network Support Agreement

Customer agrees to pay an additional **\$15.00 per month per device** (MFP/printer) for remote (phone and online) Network Support for the devices covered under this Agreement. Network Support Services are conducted in accordance with the Terms and Conditions set forth in this Agreement and stated herein and on the reverse side of hereof.

Number of devices covered **0** Total monthly charge **\$0.00** Acceptance

Customer Initials

MFP network related calls will be billed to the customer at a rate of \$160/hour if the Network Support Agreement option(above) is not selected.

Training and Emergency Toner Information

Customer acknowledges that they have been sufficiently trained on the following areas: Toner replacement, Staple Cartridge Replacement, Misfeed Removal, Main Charge/Transfer Grid/Slit Glass Cleaning Procedure, Machine Operation, Service and Supply Order Placement. Normal shipping and handling charges for Supplies are included in the contract price (unless otherwise noted). If the customer requires same day emergency delivery, a minimum delivery fee of \$25 will be accessed. This amount may be increased due to travel distances. Customer understands the above conditions and agrees to any additional billing that may arise due to the above circumstances.

Customer Initials

Maintenance Agreement Coverage

Century Business Products, Inc. (CBP)'s factory trained technicians will render service on the listed equipment during regular business hours in accordance with the terms and conditions set forth on the front and reverse side of this Maintenance Agreement. Coverage period is for one year unless otherwise specified. This Agreement will automatically renew in increments of one year unless CBP is notified in writing 30 days in advance of expiration. This Agreement is non-refundable and non-transferable. Changes to the original terms on the back side of this Agreement are not valid unless initialed by an office of CBP.

Customer Acceptance

By signing this agreement, I agree to the terms and conditions on page two of this agreement

Authorized Signature Printed Name Title Date

Century Business Products Acceptance

Authorized Signature Printed Name Title Date

- 1. General Scope of Coverage:** This Agreement covers adjustments, repair and replacement of parts as required by normal use of the equipment, subject to the exceptions in and in accordance with these terms and conditions. This Agreement does not cover charges for installation of equipment or de-installation of equipment if it is moved by Customer. Damage to the equipment or its parts arising out of or caused by misuse, abuse, negligence, attachment of unauthorized components, accessories or parts, use of substandard paper or substandard supplies or other causes beyond the control of Century Business Products, Inc. (CBP) are not covered by this Agreement and may subject Customer to a surcharge or to cancellation of this Agreement. In addition, CBP may terminate the Agreement if the equipment is modified, damaged, altered or serviced by personnel other than CBP Authorized Personnel, or if parts, accessories or components not meeting machine specifications are fitted to the equipment. This Agreement does not cover charges for MFP Network related issues other than described in paragraph 3.
- 2. Service Calls:** Service calls under this Agreement will be made during normal business hours, 8 a.m. to 5 p.m. Monday through Friday, at the installation address shown on the reverse side of this Agreement. Travel and labor time for service calls after normal business hours, on weekends and on holidays, if and when available, will be charged at the published overtime rates in effect at the time the service call is made. CBP representatives will not handle, disconnect or repair unauthorized attachments or components; Customer is responsible for disconnecting and reconnecting unauthorized attachments or components. Customer hereby indemnifies and holds CBP and its Representatives harmless for damages to or from any unauthorized parts, components, accessories or equipment resulting from service performed on CBP equipment. Labor performed during a service call includes cleaning and maintenance of the equipment and the adjustment, repair or replacement of parts described below.
- 3. MFP Network Support Service Labor:** If this option has been selected and paid for by the customer it includes all network labor directly related to the equipment listed on this agreement. "Network Service Labor" shall be defined as the following relating to scanning, printing, or other networked functions of the equipment: installing/updating drivers for existing and new workstations, resolve network related printing and scanning issues, resolve IP address conflicts, set-up/update job accounting or job boxes and troubleshooting as it relates to errors caused by the equipment (not the customer's network). Any services performed outside of the limits of the definitions above will be chargeable to the Customer at a rate of \$160/hour.
- 4. Repair and Replacement of Parts:** All parts necessary to the operation of the equipment, due to normal wear and tear, will be furnished free of charge during a service call included in the maintenance service provided by this Agreement. Freight, handling and fuel charges are INCLUDED in this Agreement.
- 5. Reconditioning:** Rebuilding or major overhauls are not covered by this Agreement. In addition, when in its sole discretion CBP determines that a reconditioning is necessary, as a result of expected wear and tear of materials and age factors caused by normal office environment usage, in order to keep the equipment in working condition, CBP will submit to the Customer an estimate of needed repairs and their cost which will be in addition to the charge payable under this Agreement. If the Customer does not authorize such reconditioning, CBP may discontinue service of the equipment under this Agreement (refunding the unused portion of the maintenance charge) or may refuse to renew this Agreement upon its expiration. Thereafter, the CBP representative may make service available on a "Per Call" basis at the published rates in effect at the time of service.
- 6. Use of CBP Supplies:** If the Customer uses other than CBP supplies and if such supplies are defective or unacceptable for use in CBP machines and cause abnormally frequent service calls or service problems, then CBP may, at its option, assess a surcharge or terminate this Agreement. In this event, the customer may be offered service on a Per Call basis based upon published rates.
- 7. Supply Inclusive Contracts:** If supplies are included in the service provided under this Agreement, CBP will supply toner/ink. The agreement does not include consumable supply items such as paper and staples unless otherwise indicated on the front of this Agreement. Freight, handling and fuel charges are INCLUDED in this Agreement. Upon termination or cancellation of a supplies inclusive contract, customer must return any unused supply items provided by CBP under the agreement.
- 8. Electrical:** In order to insure optimum performance by the CBP equipment, it is recommended that specific models be plugged into a dedicated line, which must comply with manufacturer electrical specifications. These power standards are required by manufacturer specifications.
- 9. Charges:** The initial non-refundable charge for maintenance under this Agreement shall be the amount set forth on the reverse side of this Agreement. The annual maintenance charge with respect to any renewal term, or second or third term of a multi-term agreement, will be the charge in effect at the time of renewal. CBP reserves the right to increase the Base Charge and Overage Charge of this agreement upon renewal or annually for a multi-year agreement. Customer shall pay all charges within 30 days of invoice date. Customer agrees to pay all court costs and any reasonable attorney's fees required by CBP to collect payment on this agreement. Interest will be charged at 1 ½ % per month on any unpaid balance. CBP reserves the right to withhold service or cancel this Agreement if a customer's account is over thirty (30) days delinquent. If equipment is moved beyond CBP's service territory, CBP reserves the right to cancel, or the Customer agrees to pay a fair and reasonable up-charge for the continued service, taking into account the distance to Customer's new location and the published rates of CBP for service on a "Per Call" basis.
- 10. Cancellation:** This Agreement becomes effective upon the date indicated in the "Agreement Start Date" space, and shall continue for the term as specified on the face of this Agreement. This Agreement will automatically renew in increments of 12 months after the initial term has been reached. Customer may cancel by providing CBP a written intent to cancel 30 days prior to the end of the current term.
- 11. Event of Default and Termination:** The occurrence of the following shall constitute an Event of Default: the Customer fails to pay any portion of the charges for maintenance as provided under the Agreement when due or Customer fails to duly perform any covenant, conditions, or term of this Agreement. Upon the Event of Default, CBP may; (i) refuse to service the equipment, (ii) furnish service on C.O.D. "Per Call" basis based upon published rates in effect at the time of service; (iii) terminate this Agreement. Within 60 days of the expiration or termination of this Agreement, CBP shall submit to Customer an itemized invoice for any fees or expenses, including any Per Call fees, accrued under this Agreement. In the event customer terminates prior to the expiration of the current term of this agreement without cause, or in the event CBP terminates this agreement prior to the end of the term due to Customer's material breach, CBP will bill and Customer will be responsible to pay an early termination charge as liquidated damages, and not a penalty. Early termination charges are the greater of the following: a) billing period base charge times remaining billing periods remaining in the term, divided by two or b) average of the prior three billing periods' maintenance billing times the number of billing periods remaining in the term divided by two.
- 12. Indemnity:** Customer shall indemnify, save and hold CBP, its affiliates, officers, directors, shareholders, employees, agents and representatives and their successors and assigns harmless from and against any liability, loss, cost, expense or damage whatsoever caused by reason of any breach of this Agreement by Customer or by reason of any injury whether to body, property, business, character or reputation sustained by CBP Parties or to any other person by reason of any act, neglect, omission or default by Customer. Customer shall defend any action to which this indemnity shall apply. In the event Customer fails to defend such action CBP may do so and recover from Customer in addition, all costs and expenses, including, without limitation, attorney's fees and disbursements, incurred by CBP in connection with actions taken by CBP or its representatives (I) to enforce any provision of this Agreement; (II) to affect any payments or collections provided for herein; (III) to institute, maintain, preserve, enforce, and foreclose on CBP's security interest in or lien on the goods, whether through judicial proceedings or otherwise; or (IV) to defend or prosecute any proceedings arising out of or relating to any CBP transactions with Customer. The foregoing provisions of this Paragraph shall survive the termination or expiration of this Agreement.
- 13. Full Agreement:** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties, and may not be added to, modified, supplemented or waived in any way except in writing signed by both parties (other than pricing changes provided for herein).
- 14. Successors and Assigns; Termination:** This Agreement shall be binding on the parties hereto, their heirs, successors, and assigns. However, Customer may not assign this Agreement without the consent of CBP.
- 15. Separability of Provisions:** Each provision of this Agreement shall be considered separable, and, if for any reason any provision that is not essential to the effectuation of the basic purposes of this Agreement is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Agreement that are valid.
- 16. Jurisdiction:** This Agreement shall be governed by and construed according to the laws of the State of South Dakota applicable to agreements wholly negotiated, executed and performed in the State of South Dakota.
- 17. Hold Harmless:** In no event shall CBP be liable for any damages whatsoever, including without limitation, special, incidental, consequential, or indirect damages for personal injury, loss of business profits, business interruption, and loss of business information arising out of or an inability to use this product. CBP is not liable for any claim made by a third party or made by Customer for a third party.
- 18. Force Majeure:** CBP shall not be liable to Customer for any failure or delay caused by events beyond CBP's control, including, without limitation, Customer's failure to furnish necessary information; sabotage; failure or delays in transportation or communication; boycotts; embargoes; failures or substitutions of equipment; labor disputes; accidents; shortages of labor, fuel, raw materials, machinery, or equipment; technical failures; fire; storm; flood; earthquake; explosion; acts of the public enemy; war; riot; public disorder; epidemic; quarantine restrictions; acts of God; acts of any government or any quasi-governmental authority, instrumentally or agency.
- 19. NO WARRANTY:** CBP DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TECHNICAL COMPATABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER AGREES THAT CBP IS NOT RESPONSIBLE FOR DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, THE LOSS OF USE OF THE EQUIPMENT.
- 20. Insurance:** Customer shall obtain and maintain, at its own expense, insurance relating to claims for injury and/or property damage (including commercial general liability insurance) based on its use of the equipment, goods and machinery.