

Lease #

Lease Agreement



LESSEE INFORMATION

LESSEE Full Legal Name: TOWN OF DUNDEE, FL	LESSEE Phone Number: (863)438-8330
LESSEE Billing Address: 202 EAST MAIN ST DUNDEE, FL 33838	County: Polk
Equipment Location (if not the same as above): See Attached List	LESSEE Tax ID#:

EQUIPMENT DESCRIPTION

Equipment Make & Model	Serial Number	Accessories	(Attach Separate Schedule if Necessary)
See Equipment List			

TERM AND LEASE PAYMENT

Term of Lease in Months: 60	Lease Payment (plus applicable taxes): \$814.22	Payment Frequency: <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other (Default is Monthly)	If required, You agree to pay at the time you sign this Agreement - Advance Payment(s) totaling: \$0.00 Plus applicable taxes Documentation Fee \$75.00 Payable with First Invoice
END OF LEASE OPTIONS**	<input checked="" type="checkbox"/> FMV <input type="checkbox"/> \$1.00 <input type="checkbox"/> OTHER		**Shall be FMV unless otherwise indicated

Equipment Supplier Name/Address/Phone: Boring Business Systems 950 E main Stree Lakeland, FL 33802

TERMS AND CONDITIONS:

1. **Lease.** You (the "Lessee") agree to lease from us, CIT Bank, a division of First-Citizens Bank & Trust Company ("Lessor") the Equipment listed above and on any attached schedule (the "Lease"). You authorize us to adjust the Lease payments by up to 15% if the cost of the Equipment or taxes differs from the Supplier's estimate. This Lease is effective on the date that it is accepted and signed by us and the term of this Lease starts on the same date, or a later date reasonably calculated by us ("Commencement Date") and continues thereafter for the number of months indicated above with all Lease payments being due as invoiced by us. If we accept this Lease you will pay us "interim" rent from the date the Equipment is delivered to you until the Commencement Date calculated by multiplying the monthly Lease payment by 1/30 for each day during the interim rent period. You will arrange for delivery of the Equipment and you will inspect it upon your receipt. The Equipment will be deemed irrevocably accepted by you upon delivery to us of a signed Delivery and Acceptance Certificate. BY SIGNING THIS LEASE YOU AGREE THAT: (i) YOU HAVE READ AND UNDERSTAND ALL TERMS AND CONDITIONS OF THIS LEASE; (ii) THIS LEASE IS A NET LEASE THAT YOU CANNOT TERMINATE OR CANCEL, YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS DUE UNDER THIS LEASE, AND YOU CANNOT WITHHOLD, SET OFF OR REDUCE SUCH PAYMENTS FOR ANY REASON; (iii) YOU WILL USE THE EQUIPMENT ONLY FOR BUSINESS PURPOSES; (iv) YOU WARRANT THAT THE PERSON SIGNING THIS LEASE FOR YOU HAS THE AUTHORITY TO DO SO; (v) This Lease and any claims, controversies, disputes or causes of action (whether in contract, tort or otherwise) shall be governed construed, and enforced in accordance with Federal law and the laws of the State of New York (without regard to the conflict of laws principles of such state). The Parties consent to the jurisdiction of any court located within the State of New York, and waive any objection relating to improper venue or forum non conveniens, (vi) Jury Trial. BOTH PARTIES EXPRESSLY WAIVE TRIAL BY JURY AS TO ALL ISSUES ARISING OUT OF OR RELATED TO THIS LEASE. You agree to pay us the Documentation Fee to reimburse our expenses for preparing financing statements, other documentation costs and ongoing administration costs during the term of this Lease. If a payment is not made within 10 days of when due, you will pay us a late charge of 7% of the payment, but in no event greater than the maximum rate allowable under applicable law. We may charge you a fee of \$25.00 for any check that is returned, but in no event greater than the maximum allowed under applicable law.

2. **Title:** Unless you have a \$1.00 purchase option, we will have title to the Equipment. If you have a \$1.00 purchase option and/or the Lease is deemed to be a security agreement, you grant us a security interest in the Equipment and all proceeds thereof. You authorize us to file a financing statement.

3. **Equipment Use, No Warranties:** WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS" AND MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. We are not the manufacturer of the Equipment and you will not make a claim against us for any consequential, direct, special or indirect damages for any reason. You have selected the Equipment based solely on your own judgment. Neither the supplier nor any salesperson is our agent or has authority to bind us in anyway. We transfer to you any assignable manufacturer warranties. You are required at your cost to keep the Equipment in good working condition and to pay for all supplies and repairs. You cannot move the Equipment from your location shown above or make any alterations to the Equipment.

4. **Assignment:** You agree not to transfer, sell, sublease, assign, pledge or encumber either the Equipment or any rights under this Lease without our prior written consent, which consent will not be unreasonably withheld. We may, without notice to you, sell, assign or transfer the Lease and/or the Equipment and the new owner will have the same rights and benefits we now have (but not our obligations) and will not be subject to any claims defenses or setoffs that you may have against us or any supplier.

5. **Risk of Loss and Insurance:** You are responsible for all loss or damage to the Equipment during the lease term. If either occurs, at our option you must either repair the Equipment to our satisfaction or pay the amount in 8(ii). You are also responsible for and will indemnify us against all claims for losses or damage caused by the Equipment which are made during or after the lease term. You will (1) insure the Equipment against all loss or damage naming us as loss payee, (2) obtain liability and third party property damage insurance naming us as an additional insured and (3) deliver satisfactory evidence of such coverage with carriers, policy forms and amounts acceptable to us. All policies must provide that we be given thirty (30) days written notice of any material policy change or cancellation. If you do not provide evidence of acceptable insurance, we have the right, but no obligation, to obtain insurance covering our interest in the Equipment for the lease term, and renewals. In that event you will be required to pay us an additional amount each month for the insurance premium and an administrative fee. That cost may be more than the cost of obtaining your own insurance. You agree that we, or one of our affiliates, may make a profit in connection with the insurance we obtain. The insurance we obtain (1) will not name you as an insured, additional insured or loss payee, (2) will not provide you with liability insurance, (3) may not pay any claim that you make (4) will not pay any claim made against you, and (5) may be cancelled by us at any time.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT: To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person or entity opening an account or establishing a credit relationship with the financial institution, and key individuals who own or control a legal entity (i.e., the beneficial owners). Requiring these disclosures helps law enforcement investigate and prosecute these crimes. This requirement applies to First-Citizens Bank & Trust Company.

What this means for you: If you are an individual, when you open an account or apply for credit, we will ask for your name, address, date of birth, social security number (SSN is used for identification purposes only, unless authorizing personal credit review for a guaranty), and other information that will allow us to identify you. We may ask to see your driver's license or other identifying documents. If you are a business or entity, we will ask for information about your entity, including its tax identification number, address, and documents evidencing legal incorporation, formation or existence. We may also request information about your owners, directors and executive officers, and guarantors.

You agree to cooperate with us, our insurer and our agent in the placement of coverage and with claims. If you later provide evidence that you have obtained acceptable insurance, we will cancel the insurance we obtained.

6. **Taxes:** You are responsible for all sales and use (unless you provide us with an acceptable Sale/Use Tax exemption form), personal property or other taxes relating to the use or ownership of the Equipment, now or hereafter imposed, or assessed by any state, federal or local government or agency. You agree to pay when due, or reimburse us for all taxes, fines or penalties imposed upon the Equipment and, if we elect, you agree to pay us estimated property taxes either with each lease payment or at the end of the lease term as more fully set forth herein. We will file all sales, use and personal property tax returns (unless we notify you otherwise in writing). We do not have to contest any taxes, fines or penalties; however, you may do so provided (a) you do so in your own name and at your expense, (b) the contest will not result in any sort of lien being placed on the Equipment or otherwise jeopardize our rights in any of the Equipment, (c) you pay us for any taxes we remitted to the taxing authorities even though you may be contesting the taxes and indemnify and hold us harmless for any expenses, including legal expenses, we incur as a result of such contest. If we file such personal property tax reports, you will pay property taxes as invoiced by us.

7. **End of Lease; Return:** You will give us at least 90 days but not more than 180 days written notice before the expiration of the initial lease term, or 30 days before the end of any renewal term, of your intention to purchase or return the Equipment. With proper notice you may: (a) purchase all Equipment as indicated above under "End of Lease Option" on an "AS-IS, WHERE-IS" basis (fair market value purchase option amounts will be determined by us based on the Equipment's in place value); or (b) return all the Equipment in good working condition at your cost within 10 days after the end of the lease term, and to a location we designate. If you fail to notify us, or if you do notify us but do not (i) purchase or (ii) return the Equipment as provided in your notice, this Lease will automatically renew at the same payment amount for an initial 90-day period and thereafter for successive 30 day terms unless and until you notify us at least 30 days before the end of the renewal term that you will not renew and you return the Equipment at the end of the renewal term. If your payment frequency is monthly your payments during renewal remain the same. If your payment frequency is other than monthly, then your renewal payment shall be the monthly equivalent of your payment amount. Unless you purchase the Equipment at the end of this Lease, you will immediately deliver the Equipment to the party and location directed by us in as good condition as when you received it, except for ordinary wear and tear. You will pay for all outstanding lease payments, late charges, insurance charges, and our estimated property taxes on the Equipment based upon the prior year's actual property tax, and expenses of deinstalling, crating, shipping, and insuring the Equipment for its full replacement value during shipping. Unless we request return to us, you must retain physical possession of the Equipment through the end of the initial or any renewal lease term.

8. **Default and Remedies:** You are in default under this Lease if: a) you fail to pay a Lease payment or any other amount within 30 days of when due; b) you breach any other obligation under this Lease or any other Lease with us; c) you file, or have filed against you, a petition in bankruptcy; or d) any guarantor of this Lease dies or files, or has filed against it, a petition in bankruptcy. If a default occurs, we may do one or more of the following: i) assign, cancel or terminate this Lease; ii) require you to immediately pay us, as compensation for loss of our bargain and not as a penalty, a sum equal to (1) the present value of all unpaid Lease payments, past due, and to become due for the remainder of the term of the Lease, plus the present value of our anticipated residual interest in the Equipment, each discounted at the lesser of the rate implicit herein or 4% per year, plus (2) all other amounts due or that are to become due under this lease; iii) require you to deliver the Equipment to us; and iv) exercise any other right or remedy available at law or in equity. We may peacefully repossess the Equipment and dispose of it and you will remain liable for any remaining deficiency balance hereunder. Our remedies are cumulative. You agree to pay all of our costs of enforcing our rights against you. In the event of a dispute arising out of this Lease, the prevailing party shall be entitled to its reasonable collection costs and attorney fees and costs incurred in enforcing or defending this Lease (including those attorney fees and costs incurred post-judgment).

9. **Miscellaneous:** To the extent permitted by applicable law, you waive any and all rights and remedies conferred upon a lessee under Article 2A of the Uniform Commercial Code. We may inspect the Equipment during the Lease term. The Lease may only be amended by a writing signed by you and us. All notices must be in writing and are effective 3 days after deposit in the U.S. mail. If you transmit this Lease signed by you to us by fax or by scanned e-mail ("E-Mail"), you agree that, if we elect to do so in our sole discretion, the only version of this Lease that is the original for all purposes is the version containing your fax or E-Mail signature and our original signature. If you elect to transmit this Lease by fax or E-Mail, you waive notice of your acceptance of this Lease and receipt of a copy of the originally signed lease. This is the entire agreement regarding your lease of the Equipment and no verbal representations have been made and in any event are not binding. Any changes must be agreed to in writing by you and us to be effective. Any delay in enforcement by us is not a waiver of our rights. You agree to provide us with your most recent financial statements upon our written request.

DATA SECURITY. Some or all of the items of Equipment returned to us at any time may contain sensitive information or data belonging to your organization, or your customer/clients/patients, that is stored, recorded, or in any way contained within or on the Equipment. You specifically agree that before the Equipment is shipped to or retrieved by us or our agents, or removed by a supplier, you will, at your sole cost and expense, permanently destroy, delete and remove all such information and data that is stored, recorded or in any way contained within or on the Equipment, to the extent that further recovery of any of such data and information is not possible. You have the sole responsibility to so destroy, delete, and remove all data and information stored in or on the Equipment. We have absolutely no liability for any data or information that you fail to so destroy, delete, and remove. All hard drives and other data retention components must function as originally installed

LESSEE:

Signature

Date Signed

Printed Name

Title

LESSOR: FIRST-CITIZENS BANK & TRUST COMPANY

10201 Centurion Parkway North, Suite 100
Jacksonville, FL 32256

Authorized Signature

Date Signed

Name and Title



Lease Agreement Addendum (Florida)

CUSTOMER INFORMATION	Lessee Name Town of Dundee, FL	Lease #	Annual Rate of Interest %
	Billing Street Address/City/State/Zip 202 East Main Street Dundee, FL 33838		

This Addendum supplements the provisions of the Lease Agreement identified by the Lease Number specified above ("Lease"). You and we make this Addendum an integral part of the Lease. Capitalized terms used in this Addendum that are not defined will have the meanings specified in the Lease. If there is any conflict between the Lease and this Addendum, then this Addendum will control and prevail.

1. **Title.** We will hold title to the Equipment. If (a) you have not terminated this Lease in accordance with Section 3 of this Addendum and (b) no Default exists, then upon your payment to us of all Lease Payments, the Purchase Option or Residual Value and other amounts due under this Lease, at the end of the term of this Lease, you will be entitled to our interest in the Equipment, "AS IS, WHERE IS," without any warranty or representation from us, express or implied, other than the absence of any liens by, through or under us. This Section 1 replaces the first four (4) sentences of the section of this Lease entitled "Title; Recording".

2. **Funding Intent.** You reasonably believe that funds can be obtained sufficient to make all Lease Payments and other payments during the term of this Lease. You agree that your chief executive or administrative officer (or your administrative office that has the responsibility of preparing the budget submitted to your governing body, as applicable) will provide for funding for such payments in your annual budget request submitted to your governing body. If your governing body chooses not to appropriate funds for such payments, you agree that your governing body will evidence such non-appropriation by omitting funds for such payments due during the applicable fiscal period from the budget that it adopts. You and we agree that your obligation to make Lease Payments under this Lease will be your current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. If a Default occurs, any judgment obtained against you will be enforceable solely against revenues allocated by your governing body for

such purpose. Nothing contained in this Lease will be interpreted as a pledge of your general tax revenues, funds or moneys. Regardless of any other provisions of this Lease, no ad valorem taxes are pledged to the payment of any amount due under this Lease. Also, all amounts due under this Lease will be paid only from funds arising from sources other than ad valorem taxation unless one of the following conditions is satisfied: (i) you are a county and the term of this Lease is sixty (60) months or less; (ii) you are a school district and the term of this Lease is twelve (12) months or less; or (iii) you are a municipality and if you are a home rule city, your charter does not prohibit the payment of amounts due under this Lease from ad valorem taxation revenues. This Section 2 is added as a new sequentially numbered section of this Lease entitled "Funding Intent".

3. **Non-appropriation of Funds.** If (a) sufficient funds are not appropriated and budgeted by your governing body in any fiscal period for Lease Payments or other payments due under this Lease, and (b) you have exhausted all funds legally available for such payments, then you will give us written notice and this Lease will terminate as of the last day of your fiscal period for which funds for Lease Payments are available. Such termination is without any expense or penalty, except for the portions of the Lease Payments and those expenses associated with your return of the Equipment in accordance with Section 3 of this Lease for which funds have been budgeted and appropriated or are otherwise legally available. Upon such termination, all of your rights and interests in the Equipment will vest in us. This Section 3 is added as a new sequentially numbered section of this Lease entitled "Non-appropriation of Funds".

4. **Choice of Law.** Regardless of any conflicting provisions in this Lease, **THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF FLORIDA (WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES OF SUCH STATE).**

Lessee:

Authorized Signature

Print Name & Title

Date

Lessor: **First-Citizens Bank & Trust Company**

Authorized Signature

Print Name & Title

Date

Sales Order Agreement

Town Of Dundee
202 East Main Street
Dundee FL 33838

Date 5/3/2023
Buyer
P.O. #
Sales Rep Jamey Utz

Ship To

Town of Dundee
202 East Main Street
Dundee, FL 33838

Contact: Trevor Douthat
Phone/Fax: (863) 438-8330 (863) 419-3105

Bill To

Same
Same
Same

Billing Contact: Same
Phone/Fax: Same

Approx Delivery Date:

				Lease Months:		Monthly Payment:	
B/W CPP	0.008	Color CPP	0.06	60		\$814.22	
B/W Printer CPP	0	Color Printer CPP	0	0		0	
				0		0	

Quantity	Product #	Description	Unit Price	Total Price
1	5531C002AA	DX 4835i imageRUNNER ADVANCE DX 4835i		
1	D5133NT	DX 4835i ESP Digital QC,Power Filter,Network,120v/15a,1 Pigtail + 2 Recep		
1	5634C001AA	DX 4835i Cabinet Type-W		
1	4000C002BA	DX 4835i Inner Finisher-L1		
1	4063C001AA	DX 4835i Single Pass DADF-C1		
1	3827C002AA	DX C5840i imageRUNNER ADVANCE DX C5840i		
1	D5133NT	DX C5840i ESP Digital QC,Power Filter,Network,120v/15a,1 Pigtail + 2 Recep		
1	4030C002BA	DX C5840i Cassette Feeding Unit-AQ1		
1	4000C002BA	DX C5840i Inner Finisher-L1		
1	3998C001AA	DX C5840i Super G3 FAX Board-AX1		
1	3827C002AA	DX C5840i imageRUNNER ADVANCE DX C5840i		
1	D5133NT	DX C5840i ESP Digital QC,Power Filter,Network,120v/15a,1 Pigtail + 2 Recep		
1	5358C001AA	DX C5840i Cabinet Type-V		
1	3827C002AA	DX C5840i imageRUNNER ADVANCE DX C5840i		
1	D5133NT	DX C5840i ESP Digital QC,Power Filter,Network,120v/15a,1 Pigtail + 2 Recep		
1	5358C001AA	DX C5840i Cabinet Type-V		
1	3998C001AA	DX C5840i Super G3 FAX Board-AX1		
1	47C9800	XC4342 XC4342 Color Workgroup Multi-Function Printer		
1	40C2100	XC4342 Lexmark 550-Sheet Tray		
1	40C2300	XC4342 Lexmark Adjustable Stand		

Comments/Special Instructions

Delivery Time	Stairs/Count	Elevator	Connected	Delivery Type
12:00:00 AM		0	0	0

Delivery Instructions

See Equipment Setup Request

Special Payment Terms & Due Dates

Warranty/Maintenance Agreement

☒ Yes ☐ No *Please select

Conditions of Sale: 1. It is agreed that title to the property is and shall remain in the name of Boring Business Systems until purchase price is paid in full. 2. In case the property comes into the possession of Boring Business Systems after default by the Customer, all payments therefore made by Customer under this agreement shall be deemed and considered as having been made for the use of the property during the time the property remained in the Customer's possession, and shall be kept and retained by Boring Business Systems as such payment.

3. The Customer expressly waives as pertains to this agreement all exemptions and homestead laws and all claims for damages for whatever nature and further expressly waives any and all provisions of law wherein and whereby it is required that any sum of money shall be repaid to the Customer or that the property shall be sold at public or private sale upon notice to the Customer and any part of the proceeds accounted for or paid over to the Customer. 4. Past due installments subject to interest charge at a rate of 1.5% of the unpaid balance per month.

Customer Acceptance

Boring Business Systems Representative

Authorized Signature/Date	Print Name	Title	Signature	Date

Subtotal
Sales Tax
Delivery/Installation
TOTAL AMOUNT
Less Payment (Check #:)
AMOUNT DUE See Lease

Service Agreement

Date 5/3/2023
Customer #
Representative Jamey Utz

Ship To

Town of Dundee
202 East Main Street
Dundee, FL 33838
Contact: Trevor Douthat
Meter Contact: Same
Meter Method: DCA
E-Mail: tdouthat@townofdundee.com

Bill To

Comments:

Installation and Service Agreement Options

Service Contract Term:

	Monthly Base Allowance	Total Monthly Base Payment	Overage Rate	Overage Billed
B/W	0	0	0.0088	Quarterly
Color	0	0	0.06	Quarterly
B/W Printer	0	0	0	
Color Printer	0	0	0	

Make/Model

Serial Number

ID Number

DX 4835i imageRUNNER ADVANCE DX 4835i
DX 4835i ESP Digital QC,Power Filter,Network,120v/15a,1 Pigtail + 2 Rece
DX 4835i Cabinet Type-W
DX 4835i Inner Finisher-L1
DX 4835i Single Pass DADF-C1
DX C5840i imageRUNNER ADVANCE DX C5840i
DX C5840i ESP Digital QC,Power Filter,Network,120v/15a,1 Pigtail + 2 Rec
DX C5840i Cassette Feeding Unit-AQ1

* Overage are calculated as metered pages in excess of the base volume within the billing period

Old Equipment Details

Equipment Model	BBS ID	Serial Number	Keep Contract	Keep No Service?	Lease RTN?	Notes
4535i	16287	XVZ01045	No	No	Yes	
C5540i	16283	XUP02586	No	No	Yes	
C5540i	16284	XUP02591	No	No	Yes	
C5540i	16286	XUP02587	No	No	Yes	
Lexmark XC5140	16292	7528745011X65				

Keep Contract: existing service remains in force Keep No SVC: end BBS service contract, keep equipment Lease RTN: remove equipment

Contract

☒ **Accept**

☐ **Decline**

This agreement, consisting of the terms and conditions appearing above and on the reverse side, is hereby **approved, accepted and executed** on behalf of the Company listed above by the authorized party whose name and signature appear below, such agreement to begin on the date set forth above and renew or terminate, as applicable, per the aforementioned terms and conditions. INCLUDES IMAGING SUPPLIES UNLESS OTHERWISE NOTED. EXCLUDES PAPER AND STAPLES. I understand shipping charges will be an added line item.

On behalf of the Company, I **hereby decline coverage**, effective as of the date listed below.

Any additions, deletions or changes on the Maintenance Agreement must be approved and executed in writing by Boring's Management. All contract changes made without Management's approval will not be valid, all the standard Terms and Conditions would be applicable.

Customer Acceptance

Boring Representative

Authorized Signature/Date	Print Name	Title	Signature	Date

BBS USE ONLY
SLS
SVC

Terms and Conditions

1. Once in each (12) month period following the first anniversary of this Agreement, Boring Business Systems (hereinafter referred to as BBS) has the right to increase the maintenance charge in an amount not to exceed fifteen percent (15%) of such charges which were in effect immediately prior to such increase.
2. This agreement covers all routine, remedial, and preventative maintenance service except for external copy monitors or coin op. equipment, wireless bridges, jet direct or computers of any kind such as controllers connecting copiers/printers to networks (unless specifically stated herein).
3. This agreement includes provision of a comparable loaner machine at no additional charge if it becomes necessary to bring Customer's machine into shop for repair.
4. Emergency service calls will be performed at no extra charge providing such calls are made during normal business hours. Overtime charges at BBS's then current rate will be charged on service calls made outside normal business hours. Normal business hours are herein defined to mean 8:00 AM to 5:00 PM Monday through Friday, exclusive of BBS's holidays.
5. BBS, at its sole discretion, may repair the covered equipment in part with compatible equipment and may use remanufactured parts and modules in performing service under this Agreement. Replacement parts will become the property of the customer. Replaced parts will become the property of BBS. BBS shall have no obligation to return replaced parts.
6. Network cards, memory upgrades, stackers, duplexers or optional paper trays (except as may be included by an attached Agreement) are not covered.
7. Reconditioning: When in BBS's opinion a shop reconditioning is necessary because normal repairs and parts replacement cannot keep a unit in satisfactory operating condition after the equipment has been used beyond the normal life span, BBS will submit a cost estimate of needed repairs which will be in addition to maintenance charges. If the Customer does not authorize such work BBS may refuse to renew this agreement for the unit and/or may refuse to service the unit under this agreement, furnishing service only on a per call basis.
8. Customer agrees to cooperate fully with BBS administrative personnel by providing meter readings as requested.
9. All equipment covered under this Agreement must adhere to the following guidelines: a. Equipment must be placed in a normal office setting with sufficient amount of space for access, free from excessive dust, humidity, temperature and ammonia or other corrosive fumes; b. Equipment must be operated on an isolated electrical line, if so noted on the Scope of Work Agreement. Equipment must always be operated on a UL approved electrical circuit, with proper current, voltage and type of outlets as specified by the original equipment manufacturer; c. Equipment should be operated within the specified operational (including usage) specifications, and; d. Only BBS-furnished supplies may be used.
10. The operator's manual for each model copier/printer defines specific operator responsibilities. Performance by BBS of normal operator functions is not included in this agreement and is subject to additional charge.
11. BBS service representatives are not able to carry or deliver consumable supplies (toner, staples, etc.). It is Customer's responsibility to call BBS toner department, order necessary supplies and have them available for BBS service representatives' use.
12. This agreement will not apply to any damages of equipment lost or damaged through accident, theft, neglect, act of third parties, fire, water, casualty, abuse or misuse by the Customer or any other natural force such as lightning strike or storm damage and any charges for repairs and replacement resulting from the foregoing will be paid by the Customer.
13. In the event that any equipment is moved by someone other than BBS, from or within the location set forth on the reverse side hereof, then at BBS's option the agreement pertaining to the moved equipment may be terminated and/or may be subjected to an additional service charge if repairs resulting from the move are needed within a 30 day period. If BBS is not notified of the new location of the equipment, every effort will be made to retrieve a meter read from the equipment for the billing. If we are unable to locate the equipment, BBS will estimate the meter until such time as a current meter is provided or the exact location is disclosed. Service rates may be adjusted if equipment is moved outside of BBS service area.
14. Customer shall notify BBS immediately upon installing any new equipment capable of using BBS toner cartridges. If the new equipment is the same model series as any of the equipment serviced by BBS, then the equipment shall be covered by this Agreement after notification. BBS will assume an initial meter reading of zero unless other wise notified.
15. Customer shall notify BBS immediately upon removing any covered Existing Equipment set forth in this Agreement. Customer agrees to print and submit to BBS a copy of the meter reading. If this is not submitted, then an estimated billing based on equipment usage history will be paid by the Customer.
16. This agreement is not assignable or transferable by Customer without the prior written consent of BBS.
17. If this machine is designated as obsolete or a required part or supply become unavailable, then this agreement will be null and void, and this contract will be canceled at that time. The contract services charges will be prorated from the date of contract through the cancellation date. The unused portion of this Agreement can be transferred to a new machine purchased through BBS.
18. BBS reserves the right to discontinue service in the event that the Customer becomes delinquent in payment.
19. Cancellation: Customer has the right to cancel this agreement with 60 days written notice and payment in full or a portion of all charges for services rendered, billed and unbilled. BBS has the right to cancel with 60 days written notice.
20. BBS shall not be obligated by any agreement or promise made orally or in writing by or between Customer and any BBS representative unless such agreement appears on this agreement form. All negotiations and written and oral representations are hereby merged into this, final agreement, which represents the final complete intentions of the parties. Any additions, deletions or changes on the Maintenance Agreement must be approved and executed in writing by BBS' Management.
21. Installation of Printers/Copiers (interfaced) to networks provided by the Customer is complete upon the accomplishment of a single and multiple print/copy from a Vendor Approved Application. Services not included in this contract such as troubleshooting network and application software may be contracted through Boring Business Systems computer network services division at a discounted rate.
22. This agreement shall cover all toner, drums, imaging units, parts and such consumables required to produce images unless otherwise noted. BBS will utilize compatible supplies when possible. If it is determined that OEM or MICR cartridges need to be used per customer request, the cost per copy may be adjusted. Service charges are based on standard letter sized images. Ledger sized images are counted as two pages per side unless otherwise stipulated in this Agreement. Paper is not covered, nor are staples unless specifically stated on the reverse of this document. Shipping will be an added line item.
23. All toner cartridge supplies provided under this Agreement are and shall at all times remain the property of BBS. Customer shall promptly return to BBS, or make available to a BBS representative, all unused cartridges supplied by BBS under this Agreement. Failure of Customer to return to BBS the number of unused cartridges equal to those delivered during the Term of this Agreement will result in a lost cartridge surcharge equal to the current replacement value of a lost cartridge. An accounting shall be performed by BBS to determine if any toner cartridges delivered to Customer were not returned by Customer.
24. Requests for toner cartridges may not exceed quantities required to print monthly page volume. An accounting may be performed by BBS to determine if toner cartridges delivered for the current month exceeds billable page volume.
25. **Meter Collection** - Customer is required to provide true and accurate meter readings in accordance with the billing schedule set forth on the Service Maintenance Agreement. Several options are available to provide meter readings. If an accurate meter reading is not submitted to BBS, the readings will be estimated and a \$15.00 administrative fee will be added to the contract invoice each billing cycle.

Customer Initials:

Version 3-October 2018