

Amendment

This Amendment amends that certain agreement by and between Capital Business Systems Inc. ("Owner") and City of Fruita ("Customer") which agreement is identified in the Owner's internal books and records as Agreement No. 2011535 (the "Agreement"). All capitalized terms used in this Amendment, which are not otherwise defined herein, shall have the meanings given to such terms in the Agreement. Owner and Customer have mutually agreed that the following modifications be made to the Agreement.

1. The sentence in the section entitled "**LAW/FORUM**" which reads, "You agree that the Agreement and any claim related to the Agreement shall be governed by the internal laws of the state in which our (or, if we assign the Agreement, our assignee's) principal place of business is located and any dispute concerning the Agreement will be adjudicated in a federal or state court in such state", is hereby deleted and replaced with the following:

"You agree that the Agreement and any claim related to the Agreement shall be governed by the internal laws of the state of Colorado and any dispute concerning the Agreement will be adjudicated in a federal or state court in Mesa County, Colorado."

Except as specifically modified by this Amendment, all other terms and conditions of the Agreement remain in full force and effect. If, and to the extent there is a conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall control. This Amendment is not binding until accepted by Owner. The parties agree that the original hereof for enforcement and perfection purposes, and the sole "record" constituting "chattel paper" under the UCC, is either (a) the paper copy hereof bearing (i) the original or a copy of either your manual signature or an electronically applied indication of your intent to enter into this Amendment, and (ii) our original manual signature or (b) the copy of this Amendment executed by the parties and controlled by us or our assignee or custodian in accordance with the Electronic Signatures in Global and National Commerce Act or any similar state laws based on the Uniform Electronic Transactions Act and other applicable law as electronic chattel paper under the UCC. Upon execution, the parties agree to be bound to the terms hereof regardless of the medium or format in which this Amendment is maintained or controlled.

CUSTOMER'S AUTHORIZED SIGNATURE

(As Stated Above)	X		
CUSTOMER	SIGNATURE	PRINT NAME & TITLE	DATE

OWNER'S SIGNATURE

(As Stated Above)	X		
OWNER	SIGNATURE	PRINT NAME & TITLE	DATE ACCEPTED



MASTER AGREEMENT

Capital Business Systems Inc.
3001 East Pershing Blvd, Cheyenne WY 82001

MASTER AGREEMENT NO.:

CUSTOMER ("You" OR "Your")

FULL LEGAL NAME: City of Fruita
ADDRESS: 325 E Aspen Ave Fruita, CO 81521

MASTER AGREEMENT

The parties anticipate the terms of this Master Agreement shall be incorporated into and constitute a part of one or more Schedules to Master Agreement entered into between Customer and Owner (each a "Schedule").

ADDITIONAL TERMS AND CONDITIONS

AGREEMENT. You want us to provide you the Equipment under the Schedule and you agree to pay us the amounts set forth on such Schedule each period by the due date.

NET AGREEMENT. THE AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL AMOUNTS DUE UNDER THE TERMS OF THE AGREEMENT FOR THE ENTIRE TERM.

EQUIPMENT USE. You will keep the Equipment in good working order, use it for business purposes only and not modify or move it from its initial location without our consent.

SOFTWARE/DATA. Except as provided in this paragraph, references to "Equipment" include software included as part of, or installed on, the Equipment. We do not own the software and cannot transfer any interest in it to you.

LIMITATION OF WARRANTIES. EXCEPT TO THE EXTENT THAT WE HAVE PROVIDED YOU A WARRANTY IN WRITING, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

ASSIGNMENT. You may not sell, assign, or sublease the Equipment or the Agreement without our written consent. We may sell or assign the Agreement and our rights in the Equipment, in whole or in part, to a third party without notice to you.

LAW/FORUM. You agree that the Agreement and any claim related to the Agreement shall be governed by the internal laws of the state in which our (or, if we assign the Agreement, our assignee's) principal place of business is located and any dispute concerning the Agreement will be adjudicated in a federal or state court in such state.

LOSS OR DAMAGE. You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations under the Agreement.

UCC. If we assign rights in the Agreement for financing purposes, you agree that the Agreement, in the hands of our assignee, qualifies as an agreement of the type defined in Section 2A-103(1)(g) of the Uniform Commercial Code ("UCC").

INSURANCE. You agree to maintain comprehensive liability insurance acceptable to us. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of the Agreement.

TAXES/OWNERSHIP. You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and the Agreement. Sales or use tax due upfront will be payable over the term with a finance charge. Unless the Agreement includes a \$1-purchase option, we own the Equipment (excluding any software).

END OF TERM. At the end of the term of the Agreement (or any renewal term) (the "End Date"), the Agreement will renew for an additional one year period under the same terms unless a) you provide us written notice, at least 30 days prior to the End Date, of your intent to return the Equipment, and b) you timely return the Equipment to the location designated by us, at your expense.

DEFAULT AND REMEDIES. If you do not pay any sum within 10 days after its due date, or if you breach any other term of the Agreement or any other agreement with us, you will be in default, and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, both discounted at 4% per annum.

MISCELLANEOUS. The Agreement is the entire agreement between you and us relating to our providing and your use of the Equipment and supersedes any prior representations or agreements, including any purchase orders. Amounts payable under the Agreement may include a profit to us. The parties agree that the original of the Agreement for enforcement and perfection purposes shall be that paper copy of the applicable Schedule which: (A) bears (i) the original or a facsimile of your manually applied signature, or (ii) a stamped or electronically applied replica of your signature or other indication of your intent to enter into the Agreement; and (B) bears the original of our manually applied signature.

OWNER ("WE", "US", "OUR") CUSTOMER'S AUTHORIZED SIGNATURE

OWNER: Capital Business Systems Inc.
SIGNATURE: DATE:
CUSTOMER: City of Fruita Wastewater Reclamation Facility
SIGNATURE: DATE:
PRINT NAME & TITLE: PRINT NAME & TITLE:



**SCHEDULE TO MASTER AGREEMENT
(Imaging Equipment)**

MASTER AGREEMENT NO. _____

APPLICATION NO. _____

AGREEMENT/SCHEDULE NO. _____

CUSTOMER ("YOU" or "YOUR")

FULL LEGAL NAME: City of Fruita
 ADDRESS: 325 E Aspen Ave Fruita, CO 81521

MASTER AGREEMENT

REFERS TO THE AGREEMENT BETWEEN CUSTOMER AND OWNER IDENTIFIED IN OWNER'S RECORDS BY THE MASTER AGREEMENT NO. ABOVE.

DESCRIPTION OF EQUIPMENT, IMAGE ALLOWANCE AND EXCESS CHARGES

QTY	TYPE, MAKE, MODEL NUMBER, AND INCLUDED ACCESSORIES	NOT FINANCED UNDER THIS AGREEMENT	BEGINNING METER READING		MONTHLY IMAGE ALLOWANCE		EXCESS PER IMAGE CHARGE (PLUS TAX)	
			B&W	COLOR	B&W	COLOR	B&W	COLOR
1	imageRUNNER ADVANCE DX C3926i				500	200	0.014	0.08
1	Attachment Kit for Reader							
1	Cabinet Type-W							
1	Utility Tray-B1							
TOTAL CONSOLIDATED MONTHLY IMAGE ALLOWANCE AND EXCESS PER IMAGE CHARGES (IF CONSOLIDATED)								

EQUIPMENT LOCATION: 1131 15 Road Fruita, CO 81521 METER FREQUENCY: Monthly

SEE ATTACHED EQUIPMENT OR GROUP BILLING SCHEDULE

* THE CONSOLIDATED IMAGE ALLOWANCE AND EXCESS PER IMAGE AMOUNTS SHOWN ABOVE (OR ON THE ATTACHED EQUIPMENT OR GROUP BILLING SCHEDULE), IF ANY, APPLIES TO (CHECK EQUIPMENT INSTALLED UNDER THIS SCHEDULE ONLY, OR EQUIPMENT INSTALLED UNDER THIS SCHEDULE, TOGETHER WITH EQUIPMENT ONE):

LISTED ON ANY OTHER APPLICABLE SCHEDULES TO MASTER AGREEMENT (FOR IMAGING EQUIPMENT) (I.E., AN AGGREGATE CONSOLIDATION). IF NO IMAGE ALLOWANCE OR EXCESS PER IMAGE AMOUNTS ARE SHOWN ABOVE (OR ON THE ATTACHED EQUIPMENT OR GROUP BILLING SCHEDULE), IMAGES MADE ON THE EQUIPMENT UNDER THIS SCHEDULE WILL BE INCLUDED IN DETERMINING YOUR IMAGE AND OVERAGE CHARGES UNDER THE APPLICABLE PRIOR SCHEDULE TO MASTER AGREEMENT.

TERM (CHECK ONE TERM OPTION)

TERM: THE END OF THE TERM OF THIS SCHEDULE IS THE END OF THE TERM OF THE SCHEDULE TO MASTER AGREEMENT IDENTIFIED AS SCHEDULE NO.

TERM IN MONTHS: 60 (APPLIES TO THIS SCHEDULE ONLY)

PAYMENT (CHECK ONE TERM OPTION)

MONTHLY BASE PAYMENT AMOUNT: \$126.51 (PLUS TAX) (INCLUDES AMOUNTS DUE UNDER THIS SCHEDULE ONLY)

TOTAL CONSOLIDATED MONTHLY BASE PAYMENT AMOUNT: \$_____ (PLUS TAX) (INCLUDES AMOUNTS DUE UNDER THIS SCHEDULE AND ANY OTHER APPLICABLE SCHEDULES TO THE MASTER AGREEMENT (FOR IMAGING EQUIPMENT) DURING THE TERM THEREOF)

ADDITIONAL TERMS AND CONDITIONS

IMAGE ALLOWANCE CHARGES AND OVERAGES. You are entitled to make the total number of images shown under Image Allowance Per Machine (or Total Consolidated Image Allowance, if applicable) each period during the term of this Agreement. If you make more than the allowed images in any period, you will pay us an additional amount equal to the number of the excess images made during such period multiplied by the applicable Excess Per Image Charge. Regardless of the number of images made in any period, you will never pay less than the Base Payment Amount. You agree to provide us with the actual meter readings on any business day as designated by us; we may estimate the number of images used if such meter readings are not received within five days after being requested. We will adjust the estimated charge for excess images upon receipt of actual meter readings. You agree that the Base Payment Amount and the Excess Per Image Charges may be proportionately increased at any time if our estimated average page coverage is exceeded. After the end of the first year of this Schedule and not more than once each successive twelve-month period thereafter, the Base Payment Amount and the Excess Per Image Charges (and, at our election, the Base Payment Amount and Excess Per Image Charges under any other schedules for imaging equipment between you and us that incorporate the terms of the Master Agreement) may be increased by a maximum of 15% of the then existing payment or charge. Images made on equipment marked as not financed under this Agreement will be included in determining your image and overage charges.

APPLICABLE TO GOVERNMENTAL ENTITIES ONLY

You hereby represent and warrant to us that as of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on your behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against you have been followed; (c) the Equipment will be operated and controlled by you and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexpended, and unencumbered appropriation; (e) you intend to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) your obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of your tax or general revenues; and (h) you will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns. If funds are not appropriated to pay amounts due under the Agreement for any future fiscal period, you shall have the right to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available, without penalty or additional expense to you (other than the expense of returning the Equipment to the location designated by us), provided that at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, your Chief Executive Officer (or Legal Counsel) delivers to us a certificate (or opinion) certifying that (a) you are a state or a fully constituted political subdivision or agency of the state in which you are located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by you; and (d) you have exhausted all funds legally available for the payment of amounts due under the Agreement. You agree that this paragraph shall only apply if, and to the extent that, state law precludes you from entering into the Agreement if the Agreement constitutes a multi-year unconditional payment obligation.

AGREEMENT

This Schedule to Master Agreement ("Schedule"), together with the preprinted terms of the Master Agreement (as amended), constitutes an agreement between Customer and Owner with respect to the equipment referenced herein (or on the attached Equipment or Group Billing Schedule) (excluding equipment marked as not financed under this Schedule), separate and distinct from any other Schedule to Master Agreement entered into between Customer and Owner pursuant to the Master Agreement. Customer agrees to be bound by the terms of this Schedule, which includes the preprinted terms of the Master Agreement (as amended), and agrees this Schedule shall constitute an "Agreement" as such term is used in the Master Agreement. The original of this Schedule shall be that copy which: (A) bears (i) the original or a facsimile of your manually applied signature, or (ii) evidence of a stamped or electronically applied replica of your signature or other indication of your intent to enter into this Schedule; and (B) bears the original of our manually applied signature. If any provision in this Schedule conflicts with a provision in the Master Agreement, the provision in this Schedule shall control. This Schedule shall commence on the date of our acceptance.

CUSTOMER'S AUTHORIZED SIGNATURE

ONCE YOU SIGN THIS SCHEDULE AND OWNER ACCEPTS IT, THIS SCHEDULE WILL BE NON-CANCELABLE FOR THE FULL TERM.

City of Fruita Wastewater Reclamation Facility	X		
CUSTOMER	SIGNATURE	PRINT NAME & TITLE	DATE

OWNER ("WE", "US", "OUR")

Capital Business Systems Inc.			
OWNER	SIGNATURE	PRINT NAME & TITLE	DATE

CERTIFICATE OF DELIVERY AND ACCEPTANCE

The Customer hereby certifies that all the Equipment: 1) has been received, installed, and inspected, and 2) is fully operational and unconditionally accepted.

SIGNATURE: X	NAME AND TITLE:	DATE:
014364-P02ImagingM(Consolidated)_0217-2		



Installation & Integration Agreement

Customer Information:

Customer Name: City of Fruita	
Street Address: 1131 15 Road	City, State, & Zip: Fruita, CO 81521
Contact Name: MacKenzie Erickson	Phone: (970) 858-3663
Email: merickson@fruita.org	

Software/Services:

Product # imageRUNNER ADVANCE DX C3926i -		Serial #
FUNCTION		NUMBER OF USERS
<input checked="" type="checkbox"/> Print	<input checked="" type="checkbox"/> Email	<input checked="" type="checkbox"/> Folder
5		PRICE TO CLIENT
		Included

Separate scope of work document prepared.

This includes all labor on above-listed product/software installation and integration only.

Additional Instructions:

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- I. CONDITIONS
 - A. Customer shall ensure that all of its computer system files and data is adequately duplicated and backed up to your satisfaction prior to Capital beginning integration. Capital will not be responsible for Customers failure to do so, or for the cost of reconstruction of files and data lost during the performance of services.
- II. LIMITATIONS
 - A. Hardware & software support other than those items listed on this or another support agreement;
 - B. Backup or restores
 - C. Liability for delay or failure to furnish services if such delay is caused by an act of God, strike, government action, or any cause beyond reasonable control of Capital Business Systems, Inc.
- III. DISCLAIMER OF LIABILITY AND WARRANTY
 - A. Except as specifically provided herein; there are no other warranties expressed or implied, including, but not limited to, warranties of merchantability and fitness for a particular purpose.**
 - B. In no event shall Capital Business Systems, Inc. be liable for any damages resulting from loss of data, loss of profits, loss of use of products or Equipment, or for any incidental or consequential damages, even if advised of the possibility of such damages. Customer's right to recover damages caused by Capital's fault or negligence shall be limited to moneys actually paid by Customer for the services involved. This limitation of liability shall apply regardless of the form of action, whether in contract or tort including negligence. Any action brought against Capital Business Systems, Inc. must be brought within three (3) months of the alleged act or omission in giving rise to damages.
- IV. GENERAL
 - A. The terms and conditions of this agreement prevail over the terms and conditions of any order submitted by the Customers for services under this agreement.
 - B. The terms and provisions of this agreement shall not be amended or modified without specific provisions to do so. By signing this agreement, Capital Business Systems, Inc. and Customer acknowledge they have read, understand, and agree to be bound by its terms and conditions. Further which, the parties agree that it is their complete statement of agreement between them, superseding all others, oral or written, relating to the subject matter of this agreement.

Signatures:

Customer:	Capital Business Systems, Inc.:
Title:	Title:
Date:	Date: