

STATE OF GEORGIA

FAYETTE COUNTY

**TONER INCLUSIVE GUARANTEED MAINTENANCE AGREEMENT
ADDENDUM**

This addendum to the Toner Inclusive Guaranteed Maintenance Agreement for for certain equipment, hereinafter the "Agreement" is entered into this ____ day of _____, 20____, by and between the Town of Tyrone, Georgia, hereinafter called "Town", and Milner, Inc., hereinafter called "Contractor", for the purpose of revising certain provisions to the Agreement.

WITNESSETH:

1. Section 14 of said Agreement is hereby deleted in its entirety and replaced with the following:

"To the extent permitted by law, Customer shall indemnify and save Milner Document Products, Inc., harmless from any and all liability, loss, damage, expense, cause of action, suits, claims for judgments arising from injury to person or property, resulting from or based on actual or alleged use, operation or transportation, of the equipment or its location or condition after it has been delivered to the customer by Milner Document Products, Inc., except to the extent such liability, loss, damage, expense, cause of action, suits, claims for judgments arise due to the negligent or intentional conduct of Milner Document Products, Inc., or its employees, officers or agents."

3. A new Section 19 is hereby added to the Agreement, to be read as follows:

“This Agreement was made in Georgia (“GA”); is deemed to be performed in GA and shall be governed and construed in accordance with the laws of GA. The parties consent to the non-exclusive jurisdiction, personal or otherwise, in any state or federal court having jurisdiction in Fayette County, Georgia.”

[SIGNATURES FOLLOW ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized official, this Addendum to the Agreement in shall be deemed an original on the date first above written.

TOWN OF TYRONE, GEORGIA

By: _____
ERIC DIAL, Mayor

ATTEST:

Contractor:

MILNER, INC.

BY: _____
(Authorized Signature)

NAME/TITLE:

(Please Print)

Address: _____

ATTEST:

STATE OF GEORGIA

FAYETTE COUNTY

**USAGE AGREEMENT
ADDENDUM**

This addendum to the Usage Agreement for certain equipment, hereinafter the "Agreement" is entered into this ____ day of _____, 20____, by and between the Town of Tyrone, Georgia, hereinafter called "Town", and Milner, Inc., hereinafter called "Contractor", for the purpose of revising certain provisions to the Agreement.

WITNESSETH:

1. Section 1, pertaining to "Usage Agreement", of said Agreement is hereby revised by removing the fourth sentence of said Section in its entirety.

2. Section 4, pertaining to "Computer Software", of said Agreement is hereby revised by removing the second sentence of said Section and by replacing it with the following:

"YOU grant to US security interest in and to the software license, including the software, and, to the extent permitted by law, shall indemnify and hold harmless from any claims, losses, liabilities, damages, judgment, suits and all legal costs and expenses arising out of the use or operation of the software or YOUR breach of such license agreement."

3. Section 12, pertaining to "Indemnity", of said Agreement is hereby revised by removing the second sentence of said Section and by replacing it with the following:

“To the extent permitted by law, YOU agree to reimburse US for and to defend US against any claim or losses or injuries caused by the Equipment, except to the extent such claim or losses or injuries are attributable to the negligent or intentional conduct of US or our employees, officers and/or agents.”

3. Section 13, pertaining to “Taxes”, of said Agreement is hereby revised by removing the fourth sentence of said Section and by replacing it with the following:

“To the extent permitted by law, YOU will indemnify US on an after-tax basis against the loss of any tax benefits anticipated at the Commencement Date arising out of YOUR acts or omissions.”

4. Section 16, pertaining to “Remedies”, of said Agreement is hereby revised by removing Subsection (c) of said Section and by replacing it with the following:

(c) Require that YOU return the Equipment to US. Such return of the Equipment shall not constitute a termination of this Agreement unless WE expressly notify YOU in writing. In the event the Equipment is returned and unless WE have terminated this Agreement, WE will sell or re-rent the Equipment to such persons and upon such terms as WE may determine, at one or more public or private sales and with or without notice to YOU and apply the net proceeds after deducting the costs and expenses of such sale or re-rent, to YOUR obligations with YOU remaining liable for any deficiency and with any excess being retained by US. The credit for any sums to be received by US from any

such rental shall be discounted to the date of the usage agreement at six percent (6%) per year.

3. Section 21, pertaining to "Choice of Law", of said Agreement is hereby deleted in its entirety and replaced with the following:

"CHOICE OF LAW: This Lease shall be governed by, enforced and construed in accordance with the laws of the State of Georgia. YOU consent to and agree that jurisdiction over YOU and the equipment shall be with the Courts of the State of Georgia and Fayette County, Georgia."

4. By adding a new Section 25, pertaining to "Fiscal Funding Addendum", to said Agreement, to be read as follows:

"FISCAL FUNDING ADDENDUM: YOU represent that you reasonably believe that legally available funds in an amount sufficient to pay all Lease Payments payable herein during YOUR current fiscal year can be obtained. YOUR responsible financial officer shall do all things lawfully within his or her power to obtain and maintain funds from which the Lease Payments may be made, including making provision for such Lease Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with YOUR applicable procedures and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. Notwithstanding the foregoing, the decision whether or not to budget or appropriate funds for any fiscal year is solely within the discretion of YOUR then-current governing body. YOU are

only obligated to pay such Lease Payments under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during YOUR current fiscal year. In the event sufficient funds shall not be appropriated or are not otherwise legally available to pay the Lease Payments required to be paid in the next occurring fiscal year, this Agreement shall be deemed to be terminated at the end of then-current fiscal year. YOU agree to deliver written notice to US of such termination at least 90 days prior to the end of the then-current fiscal year, but failure to give such notice shall not extend the term of this Agreement beyond such fiscal year. If the Agreement is terminated in accordance with this Section, YOU agree to return the Equipment described in the Agreement in accordance with the return provisions of the Agreement. This Agreement shall terminate absolutely and without further obligation on the part of YOU at the close of the fiscal year in which it was executed and at the close of each succeeding fiscal year for which it may be renewed. This Agreement shall be deemed to be automatically renewed for the next succeeding fiscal year unless action is taken as described in this Section. WE shall have title to the Equipment. YOU shall not grant security interest in the Equipment to US. If a default under this Agreement shall occur, the amount that may be declared to be immediately due and payable pursuant to the acceleration remedy shall be limited to the unpaid Lease Payments for the fiscal year for which appropriations have been made.”

[SIGNATURES FOLLOW ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized official, this Addendum to the Agreement in shall be deemed an original on the date first above written.

TOWN OF TYRONE, GEORGIA

By: _____
ERIC DIAL, Mayor

ATTEST:

Contractor:

MILNER, INC.

BY: _____
(Authorized Signature)

NAME/TITLE:

(Please Print)

Address: _____

ATTEST:

Addendum to Usage Agreement

This Addendum is made part of the Usage Agreement ("Agreement") by and between Town of Tyrone ("Customer") and Milner, Inc. ("Owner") dated _____, 2024. Capitalized terms used but not defined will have the same meaning given to them in the Agreement. In the event of any conflict, inconsistency, or incongruity between the provisions of this Addendum and any of the provisions of the Agreement, the provisions of this Addendum shall in all respects govern and control.

The parties agree to the following changes to the Terms & Conditions of the Agreement:

1. Section 1, pertaining to "Usage Agreement", of said Agreement is hereby revised by removing the fourth sentence that begins with "YOU authorize US to correct obvious..." of said Section in its entirety.
2. Section 4, pertaining to "Computer Software", of said Agreement is hereby revised by removing the second sentence that begins with "YOU grant to US..." of said Section and by replacing it with the following:

"YOU grant to US security interest in and to the software license, including the software, and, to the extent permitted by law, shall indemnify and hold harmless from any claims, losses, liabilities, damages, judgment, suits and all legal costs and expenses arising out of the use or operation of the software or YOUR breach of such license agreement."

3. Section 12, pertaining to "Indemnity", of said Agreement at the beginning of the second sentence, the words "Unless caused by OUR gross negligence or willful misconduct" will be added.
4. Section 13, pertaining to "Taxes", of said Agreement is hereby revised by removing the fourth sentence of said Section and by replacing it with the following:

"To the extent permitted by law, YOU will indemnify US on an after-tax basis against the loss of any tax benefits anticipated at the Commencement Date arising out of YOUR acts or omissions."

5. Section 21, pertaining to "Choice of Law", of said Agreement is hereby deleted in its entirety and replaced with the following:

"CHOICE OF LAW: This Lease shall be governed by, enforced and construed in accordance with the laws of the State of Georgia. YOU consent to and agree that jurisdiction over YOU and the equipment shall be with the Courts of the State of Georgia and Fayette County, Georgia."

Except as expressly provided herein, no other term, condition, provision or covenant of the Agreement is changed, modified, amended or altered, nor are any of Lessor's or its assigns' rights or remedies under the Agreement, at law or equity, modified, waived, discharged or forgiven. A facsimile copy of this Addendum containing Customer's signature may be treated as an original and be admissible in court as evidence of this Addendum.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be duly executed by their authorized representatives as of the date first above written.

Agreed and Accepted:

Town of Tyrone

Signature

Print Name

Title

Milner, Inc.

Signature

Print Name

Title

Name and Address of Customer:
TOWN OF TYRONE
950 SENOIA RD
TYRONE, GA 30290-2063

Re: **Usage Agreement No. T3-4382094038** dated _____ (the "Agreement")

"Owner" means Milner, Inc. together with its successor and assigns, and is also referred to as "we", "us" and "our." "Customer" means the above party listed as a Customer in the signature blocks below, and is also referred to as "you" and "your." This Amendment (this "Amendment") is entered into as of the date of the Agreement between you and us in connection with that certain Agreement between you and us. The terms of this Amendment are hereby incorporated into the Agreement as though fully set forth therein. Capitalized terms used but not defined herein shall have meanings given to them in the Agreement.

For good and valuable consideration and intending to be legally bound, you and we agree as follows:

A. Amendment to the Agreement.

1. **INDEMNITY.** Section 12 of the Agreement shall be amended in its entirety to read as follows:

"12. INDEMNITY. WE are not responsible for any losses or injuries caused by the installation or use of the Equipment, except to the extent directly caused by our gross negligence or willful misconduct. To the extent permitted by applicable law, YOU agree to reimburse US for and to defend US against any claim for losses or injuries caused by the Equipment, except to the extent directly caused by our gross negligence or willful misconduct. This indemnity will continue even after the termination of this Agreement."

2. **CHOICE OF LAW.** Section 21 of the Agreement shall be amended in its entirety to read as follows:

"21. CHOICE OF LAW. This Lease shall be governed by, enforced and construed in accordance with the laws of the state of Georgia and any legal action or proceeding may be brought in the federal or state courts of Georgia."

B. Limitations. The amendments set forth herein are limited precisely as written and shall not be deemed to (a) be a consent to, or waiver or modification of, any other term or condition of the Agreement, or (b) prejudice any right or rights which we may now have or may have in the future under or in connection with the Agreement or any of the other documents referred to therein. Except as expressly modified hereby or by express written amendments thereof, the terms and provisions as originally pre-printed on the Agreement or any other documents or instruments executed in connection with the foregoing are and shall remain in full force and effect. No handwritten (or typed, as the case may be) additions or deletions to the text of the terms and conditions of the Agreement shall be enforceable. In the event of a conflict between this Amendment and any of the foregoing documents, the terms of this Amendment shall be controlling.

C. Entire Agreement. This Amendment and the documents referred to herein represent your and our entire understanding regarding the subject matter hereof and supersede all of your and our prior and contemporaneous oral and written agreements with respect to the subject matter hereof.

D. Counterparts. This Amendment may be executed in any number of counterparts and by different parties on separate counterparts and all of such counterparts shall together constitute one and the same instrument. This Amendment is not binding or effective with respect to the Agreement until executed by your and our respective authorized representatives.

IN WITNESS WHEREOF, you and we have caused this Amendment to be executed by each of our respective duly authorized representatives as of the date first above written.

MILNER, INC.

CUSTOMER: TOWN OF TYRONE

Signature of authorized signer

Signature of authorized signer

Print Name and Title

Print Name and Title

Date

Date



Usage Agreement

Send Invoice to Attention of _____ (email)

CUSTOMER	Full Legal Name Town of Tyrone	Tax ID#	Phone Number 770-487-4308		
	Address 950 Senoia Road	City Tyrone	State GA	Zip	Fax Number 30290
	Billing Address (if different)	City	State	Zip	Purchase Order Requisition Number
	DBA Name (if any)	Send Invoice to Attention of Accounts Payable			

CONSOLIDATED BILLING OPTION	Make/Model/Accessories	Serial #	Initial Meter Reading	Make/Model/Accessories	Serial #	Initial Meter Reading
	1. RICOH IMC4510			5. SR3320 finisher		PB3320 paper feed
	2. RICOH IM C3010			6. PB3320 paper feed		
	3. RICOH IM C3010			7. PB3320 paper feed		
	4. RICOH IM 370F			8. PM1200 paper feed		
	Monthly Usage Payment \$782.91			Meter Reading Frequency <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly		
	Payment includes 6000/month B&W images per quarter		Overages billed quarterly at \$.008 per B&W image	Payment includes Help Desk Seats		
	Payment includes 3900/month Color images per quarter		Overages billed quarterly at \$.055 per Color image	Payment includes Virtual Servers		
	Payment includes Linear foot per quarter		Overages billed quarterly at \$ per Linear Foot	Payment includes Servers Under Maintenance		
	ALL UNITS LISTED ABOVE ARE CONSOLIDATED UNDER THIS PLAN FOR ADDITIONAL UNITS ATTACH SCHEDULE A <input type="checkbox"/>					

PAYMENT	Term in Months	First Usage Payment	(PLUS)	Security Deposit	(PLUS)	Sales Tax	(EQUALS)	Total Payment Enclosed
	60	\$782.91	+	0.00	+	0.00	=	\$782.91

SALES TAX OPTIONS	Each payment is subject to sales tax of _____ % or amounts or percentages that may be in effect by location.
	<input type="checkbox"/> Exempt - Exemption Certificate Attached.

CUSTOMER SIGNATURE	YOU AGREE TO ALL OF THE TERMS AND CONDITIONS ABOVE AND CONTAINED ON THE REVERSE SIDE OF THIS AGREEMENT AND IN ANY ATTACHMENTS TO SAME, ALL OF WHICH ARE INCLUDED BY REFERENCE AND BECOME PART OF THIS AGREEMENT. YOU ACKNOWLEDGE TO HAVE READ AND AGREE TO ALL THE TERMS AND CONDITIONS AND UNDERSTAND THAT THIS IS A NON-CANCELABLE AGREEMENT FOR THE FULL TERM SHOWN ABOVE.		
	You acknowledge that the leased equipment is: <input type="checkbox"/> NEW <input type="checkbox"/> USED		
	Signature X	DOB	Date
	Print Name	Title	
	Legal Name of Corporation or Partnership		

DELIVERY AND ACCEPTANCE	You acknowledge that the Equipment set forth above has been received, has been put in use, is in good working order and is satisfactory and acceptable.	
	Signature X	Date
	Print Name	
	Title	
	Legal Name of Corporation or Partnership	

GUARANTY	TO INDUCE OWNER TO ENTER INTO THE WITHIN USAGE AGREEMENT, THE UNDERSIGNED UNCONDITIONALLY GUARANTEES TO OWNER THE PROMPT PAYMENT WHEN DUE, OF ALL THE USER'S OBLIGATIONS TO OWNER UNDER THE AGREEMENT. OWNER SHALL NOT BE REQUIRED TO PROCEED AGAINST CUSTOMER OF THE EQUIPMENT OR ENFORCE ANY OTHER REMEDY BEFORE PROCEEDING AGAINST THE UNDERSIGNED. THE UNDERSIGNED WAIVES NOTICE OF ACCEPTANCE HEREOF AND ALL OTHER NOTICES OR DEMAND OF ANY KIND TO WHICH THE UNDERSIGNED MAY BE ENTITLED. THE UNDERSIGNED CONSENTS TO ANY EXTENSIONS OR MODIFICATION GRANTED TO USER AND THE RELEASE AND/OR COMPROMISE OF ANY OBLIGATIONS OF USER OF AN OTHER OBLIGORS AND GUARANTORS WITHOUT IN ANY WAY RELEASING THE UNDERSIGNED FROM HIS OR HER OBLIGATIONS HEREUNDER. THIS IS A CONTINUING GUARANTEE AND SHALL NOT BE DISCHARGED OR AFFECTED BY DEATH OF THE UNDERSIGNED, SHALL BIND THE HEIRS, ADMINISTRATORS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS OF UNDERSIGNED AND MAY BE ENFORCED BY OR FOR THE BENEFIT OF ANY ASSIGNEE OF SUCCESSOR OF OWNER. THIS GUARANTY IS GOVERNED BY AND CONSTITUTED IN ACCORDANCE WITH THE LAWS OF THE FLORIDA AND I CONSENT TO EXCLUSIVE JURISDICTION IN ANY STATE OR FEDERAL COURT IN FLORIDA.			
	Signature X	Date	Signature X	Date
	Print Name		Print Name	
	Home Address		Home Address	
	Phone		Phone	

USAGE TERMS AND CONDITIONS

The words "YOU" and "YOUR" mean the Customer. The words "WE", "US", and "OUR" mean Milner Inc., the Owner of the Equipment.

1. USAGE AGREEMENT ("AGREEMENT"): WE agree to rent to YOU and YOU agree to rent from US the Equipment listed in the "Consolidated Billing Option" section of this Agreement and/or in any attached schedules ("Equipment"). YOU promise to pay US A BASE MONTHLY USAGE PAYMENT ("USAGE PAYMENT"), plus the Cost-Per-Copy Additional Copies ("Additional Copy Charge") on copies in excess of the Monthly Copy Allowance, in accordance with the terms and conditions herein. The Additional Copy Charges will be invoiced at the end of each meter reading period set forth on the face of this Agreement. YOU authorize US to correct obvious errors or insert missing information in the Agreement, including YOUR proper legal name, serial numbers and any other information describing the Equipment without further notice to YOU.

2. TERM: This Agreement is effective on the date that it is accepted and signed by US, and the term of this Agreement begins on the date of delivery of equipment or any later date that WE designate (the "Commencement Date") and continues thereafter for the number of months designated as "Term in Months". Usage Payments are due as invoiced by US. As YOU will have possession of the Equipment from the date of its delivery, if WE accept and sign this Agreement YOU will pay US interim rent for each day from the date the Equipment is delivered to YOU until the Commencement Date, calculated on the Usage Payment amount, the number of days in that period, and a year of 360 days. WE will apply the first Usage Payment to the first month of the term on the Commencement Date or any later date designated by US. The second Usage Payment is due on the date set forth in the invoice with subsequent payments due on the same day of each successive month thereafter until the balance of the Usage Payments and any Additional Copy Charges or expenses chargeable to YOU under this Agreement have been paid in full.

YOU agree to provide accurate and timely meter readings on the forms or other alternative means specified by US. If meter readings are not received in a timely manner, charges may be estimated by US. YOUR obligation to pay the Usage Payments, Additional Copy Charges and other obligations hereunder shall be absolute and unconditional. This Agreement is NON-CANCELABLE.

WE have the right to increase the Usage Payment and the Additional Copy Charge on an annual basis, in an amount not to exceed ten percent (10%) of the Usage Payment or the Additional Copy Charge in effect at the end of the prior annual period.

3. LATE CHARGES/DOCUMENTATION FEES: Whenever any Usage Payment or Additional Print Charge is not made when due, YOU agree to pay US, within one month, a late charge of five percent (5%) of each late payment, with a minimum of \$10.00, but only to the extent permitted by law. Such amount shall be payable in addition to any and all amounts or monies payable by you as a result of the exercise of any of the remedies herein provided. YOU agree to pay US a fee of \$75.00 plus 1/10th of one percent (1%) of the original Equipment cost in excess of \$50,000.00 to reimburse OUR expenses for preparing financing statements, other documentation costs and all ongoing administration costs during the term of this Agreement. WE will charge YOU a return-check or non-sufficient funds charge ("NSF Charge") of \$25.00 for a check that is returned for any reason.

4. COMPUTER SOFTWARE: Notwithstanding any other terms and conditions of this Agreement, YOU agree that as to software only: (a) WE have not had, do not have, nor will WE have any title to software; (b) YOU have executed or will execute a separate software license agreement and WE are not party thereto and have no responsibilities or obligations whatsoever in regards to such license agreement; and (c) YOU have selected such software and WE MAKE NO WARRANTIES OF MERCHANTABILITY, DATA ACCURACY, SYSTEM INTEGRATION OR FITNESS FOR USE AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR THE FUNCTION OR DEFECTIVE NATURE OF SUCH SOFTWARE, SYSTEMS INTEGRATION, OR OTHERWISE IN REGARDS TO SUCH SOFTWARE. YOUR USAGE PAYMENTS AND OTHER OBLIGATIONS UNDER AGREEMENT SHALL IN NO WAY BE DIMINISHED ON ACCOUNT OF OR IN ANY WAY RELATED TO SAID SOFTWARE LICENSE AGREEMENT OR FAILURE IN ANY WAY OF THE SOFTWARE. YOU grant to US security interest in and to the software license, including the software and shall indemnify and hold harmless from any claims, losses, liabilities, damages, judgment, suits and all legal costs and expenses arising out of the use or operation of the software or YOUR breach of such license agreement.

5. DELIVERY AND ACCEPTANCE: YOU are responsible, at YOUR own cost, to arrange for the delivery and installation of the Equipment (unless such costs are included in the cost of the Equipment to US). If requested, YOU will sign a separate Equipment delivery and acceptance certificate. WE may at OUR discretion confirm by telephone that YOU have accepted the Equipment, and this telephone verification of YOUR acceptance of the Equipment shall have the same effect as a signed delivery and acceptance certificate.

6. USE, MAINTENANCE, REPAIR, SUPPLIES AND WARRANTIES: YOU have selected the Equipment and the related maintenance program and supplies as described in a separate maintenance agreement with the Equipment dealer ("Dealer"). WE are not the manufacturer of the Equipment and WE are renting the Equipment to YOU "AS-IS". WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE transfer to YOU for the term of this Agreement all warranties, if any, made by manufacturer.

YOU ALSO ACKNOWLEDGE THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION OF THIS AGREEMENT AND EXCEPT FOR THE MANUFACTURER WARRANTIES, MAKE ANY REPRESENTATION OR WARRANTY ABOUT THIS AGREEMENT OR THE EQUIPMENT. WE SHALL NOT BE LIABLE FOR SPECIAL, RESULTING OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFIT OCCASIONED BY ANY BREACH OF WARRANTY OR REPRESENTATION OR RESULTING FROM THE USE OR PERFORMANCE OF ANY UNIT OF EQUIPMENT. YOUR OBLIGATION TO PAY IN FULL ANY AMOUNT DUE UNDER THIS AGREEMENT SHALL NOT BE AFFECTED BY ANY DISPUTE, CLAIM, COUNTERCLAIM, DEFENSE OR OTHER RIGHT WHICH YOU MAY HAVE OR ASSERT AGAINST THE DEALER OR THE EQUIPMENT MANUFACTURER.

7. TITLE, PERSONAL PROPERTY, LOCATION AND INSPECTION: Except for Agreements with a \$1.00 purchase option, WE will have title to the Equipment. If YOU have a \$1.00 purchase option or this Agreement is deemed to be a security agreement, YOU grant us a security interest in the Equipment and all proceeds therefrom. YOU have the right to use the Equipment for the full term provided YOU comply with the terms and conditions of this Agreement. The Equipment is personal property even though the Equipment may become attached to any real estate. YOU agree not to permit a lien to be placed upon the Equipment or to remove the Equipment without OUR prior written consent. WE also have the right, at reasonable times, to inspect the Equipment.

8. MAINTENANCE: YOU are required, at YOUR own cost and expense, to keep the Equipment in good repair, condition and working order, except for ordinary wear and tear, and YOU will supply all parts and servicing required. All replacement parts used or installed and repairs made to the Equipment will become OUR property.

9. ASSIGNMENT: YOU AGREE NOT TO TRANSFER, SELL, SUBRENT, ASSIGN, PLEDGE OR ENCUMBER EITHER THE EQUIPMENT OR ANY RIGHTS UNDER THIS AGREEMENT WITHOUT OUR PRIOR WRITTEN CONSENT. WE may sell, assign or transfer this Agreement. YOU agree that if WE sell, assign or transfer this Agreement, the new owner will have the same rights and benefits that WE have now and will not have to perform any of OUR obligations. YOU agree that the right of the new owner will not be subject to any claims, defenses, or set-offs that YOU may have against US.

10. REDELIVERY AND RENEWAL: Upon at least ninety (90), but not more than (150), days written notice to US prior to the expiration of the initial term of this Agreement, YOU shall advise US of YOUR intention to return the Equipment to US at the end of the initial term of this Agreement. Provided YOU have given such timely notice, YOU shall return the Equipment, freight and insurance prepaid, to US in good repair, condition and working order, ordinary wear and tear excepted, in a manner and to a location designated by US. If YOU fail to so notify US, or having notified US, YOU fail to return the Equipment as provided herein, this Agreement shall renew for additional terms of twelve (12) months each with Usage Payments and Additional Copy Charges equal to 100% of the Usage Payments and Additional Copy Charges at the expiration of the initial term of this agreement.

11. LOSS OR DAMAGE: YOU are responsible for the risk of loss or destruction of, or damage to the Equipment. No such loss or damage relieves YOU from any obligation under this Agreement.

12. INDEMNITY: WE are not responsible for any losses or injuries caused by the installation or use of the Equipment. YOU agree to reimburse US for and to defend US against any claim for losses or injuries caused by the Equipment. This indemnity will continue even after the termination of this Agreement.

13. TAXES: YOU agree to pay all license and registration fees, sale and use taxes, personal property taxes and all other taxes and charges, relating to the ownership, leasing, usage, sale, purchase, possession or use of the Equipment as part of the Usage Payment or as billed by US. YOU agree that if WE pay any taxes or charges on YOUR behalf, YOU shall reimburse US for all such payments and shall pay US interest and a late charge (as calculated in Section 3) on such payments with the next Usage Payment, plus a fee for OUR collecting and administering any taxes, assessments or fees and remitting them to the appropriate authorities. YOU agree that WE have the right each year to estimate the yearly personal property taxes that will be due for the Equipment and that YOU will pay US 1/12th of the estimated taxes on each Usage Payment. YOU will indemnify US on an after-tax basis against the loss of any tax benefits anticipated at the Commencement Date arising out of YOUR acts or omissions.

14. INSURANCE: During the term of this Agreement, YOU will keep the Equipment insured against risks of loss or damage in an amount not less than the replacement cost of the Equipment, without deductible and without co-insurance. YOU shall also obtain and maintain for the term of this Agreement, comprehensive public liability insurance covering both personal injury and property damage of at least \$100,000 per person and \$300,000 per occurrence for bodily injury and \$50,000 for property damage. WE shall be the sole named loss payee on the property insurance and shall be named as an additional insured on the public liability insurance. YOU will pay all premiums for such insurance and shall deliver proof of insurance coverage satisfactory to US. If YOU do not provide insurance against theft and physical damage, YOU agree that WE have the right, but not the obligation, to obtain such insurance, and add an insurance fee to the amount due from YOU, on which WE may make a profit. YOU understand and agree that WE may share YOUR contact information (including an applicable email address and telephone number) and any other non-public information about YOUR contract with OUR insurer or a related third-party service provider if and to the extent necessary to process an insurance claim.

15. DEFAULT: YOU are in default of this Agreement if any of the following occurs: (a) YOU fail to pay any Usage Payment or other sum when due; (b) YOU breach any warranty or other obligation under this Agreement, or any other agreement with US; (c) YOU, any partner or any guarantor dies, YOU become insolvent or unable to pay YOUR debts when due; YOU stop doing business as a going concern; YOU merge, consolidate, transfer all or substantially all of YOUR assets; YOU make an assignment for the benefit of creditors or YOU undergo a substantial deterioration in YOUR financial condition; (d) YOU, any guarantor or any partner, shall voluntarily file or have filed against it involuntarily, a petition for liquidation, reorganization, adjustment of debt or similar relief under the Federal Bankruptcy Code or any other present or future federal or state bankruptcy or insolvency law; or a trustee, receiver or liquidator shall be appointed of it or a substantial part of its assets; or (e) YOU, YOUR owner(s) or any guarantor(s) are listed on a U.S. or foreign government sanctions list or are subject to sanctions therefrom.

16. REMEDIES: WE have the following remedies if a default should occur:

a) Upon notice, declare the entire balance of the unpaid Usage Payments for the full term immediately due and payable, sue for and receive all Usage Payments and any other payments then accrued or accelerated under this Agreement or any other Agreement plus the estimated fair market value of the Equipment at the end of the originally scheduled Term, with all accelerated Usage Payments and the estimated fair market value of the Equipment at the end of the originally scheduled Term discounted at the lesser of (i) a per annum interest rate equivalent to that of a U.S. Treasury constant maturity obligation (as reported by the U.S. Treasury Department) that would have a repayment term equal to the remaining term of the Agreement, all as reasonably determined by US, or (ii) three percent (3%) per annum.

b) Charge YOU interest on all monies due US at the rate of eighteen percent (18%) per year from the date of default until paid, but in no event more than the maximum rate permitted by law;

c) Require that YOU return the Equipment to US and in the event YOU fail to return the Equipment, enter upon the premises peacefully with or without legal process where the Equipment is located and repossess the Equipment. Such return or repossession of the Equipment shall not constitute a termination of this Agreement unless WE expressly notify YOU in writing. In the event the Equipment is returned or repossessed by US and unless WE have terminated this Agreement, WE will sell or re-rent the Equipment to such persons and upon such terms as WE may determine, at one or more public or private sales and with or without notice to YOU and apply the net proceeds after deducting the costs and expenses of such sale or re-rent, to YOUR obligations with YOU remaining liable for any deficiency and with any excess being retained by US. The credit for any sums to be received by US from any such rental shall be discounted to the date of the usage agreement at six percent (6%) per year.

YOU are also required to pay (i) all expenses incurred by US in connection with the enforcement of any remedies, including all expenses of repossessing, storing, shipping, repairing and selling the Equipment, and (ii) reasonable attorneys' fees.

17. SECURITY DEPOSIT: WE will retain any required security deposit as security for YOUR performance of YOUR obligations. Any security deposit is non-interest bearing. WE may apply any security deposit to cure any default by YOU, in which event YOU will promptly restore any amount so applied. If YOU are not in default, any security deposit will be returned to YOU at the termination of this Agreement.

18. WARRANTIES: YOU hereby warrant and represent that the Equipment will be used for business purposes, and not for personal, family or household purposes.

19. UCC FILINGS AND FINANCIAL STATEMENTS: YOU authorize US to file a financing statement with respect to the Equipment and grant US the right to sign such financing statement on YOUR behalf. If WE feel it is necessary, YOU agree to submit financial statements (audited if available) on a quarterly basis.

20. UCC-ARTICLE 2A PROVISIONS: YOU agree that this Agreement is a Finance Lease as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). YOU acknowledge that WE have given YOU the name of the supplier of the Equipment. WE hereby notify YOU that YOU may have rights under the contract with the Supplier and YOU may contact the supplier for a description of any rights or warranties that YOU may have under this supply contract. YOU also waive any and all rights and remedies granted by Sections 2A-508 through 2A-522 of the UCC.

21. CHOICE OF LAW: This Lease shall be governed by, enforced and construed in accordance with the laws of the state of Our principal place of business, or, if WE assign this Lease to an Assignee, the laws of the state of the Assignee's principal place of business. YOU consent to and agree that non-exclusive jurisdiction, personal or otherwise, over YOU and the Equipment shall be with the Courts of Florida solely at OUR option with respect to any provision of this Agreement. YOU ALSO AGREE TO WAIVE YOUR RIGHT TO A TRIAL BY JURY.

22. ENTIRE AGREEMENT; SEVERABILITY; WAIVERS: This Agreement contains the entire agreement and understanding. Except as noted in Section 1, no agreements or understandings are binding on the parties unless set forth in writing and signed by the parties. Any provision of this Agreement which for any reason may be held unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective without invalidating the remaining provisions of this Agreement. It is further agreed that the rights and remedies of the parties are governed by this Agreement.


23. FACSIMILE DOCUMENTATION: YOU agree that this Lease may be executed in counterparts and any facsimile, photographic or other electronic transmission or electronic signing of this Lease by YOU when manually countersigned by US or attached to OUR manual signature counterpart constitutes the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence; provided if this Lease constitutes "electronic chattel paper", the version identified by US as the "single authoritative copy" is the chattel paper for purposes of perfection by control. At OUR option, WE may require a manual signature.

24. MISCELLANEOUS: By executing this Agreement, YOU are expressly consenting to receive communications (including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic dialer from US, Our Agents, and/or Our affiliates to contact YOU about any of YOUR accounts with US in any way, at any telephone number for a cellular phone or other wireless device or at any email address YOU have provided to US, from which YOU have contacted US, or at which WE believe WE can reach YOU, even if YOU are charged for such contact by a provider. For information about our privacy practices, please review our privacy statement at lesseesdirect.com/privacy.

OWNER ACCEPTANCE	Signature	Date
	X	
	Print Name	Title
	For MILNER INC.	



Sales Order

 MILNER										Sales Order										Customer #				Sales Order #															
																				C004896				67755A															
Office No.			Delivering Office No.			Delivering Sales Person's Name/No.				Selling Person's Name/No.						Type Sale				New Customer?		Down Payment?																	
61			61			Tom Tyler (67ES27)				Tom Tyler (67ES27)						Lease				no		no																	
Date			Purchase Order				Sale Authorized By				Title				Tax Exempt Number																								
6/12/2024							Dee Baker				Town of Tyrone Clerk																												
SHIP TO	Name	Town of Tyrone										BILL TO	Name	Town of Tyrone																									
	Address	950 Senoira Road											Address	950 Senoira Road																									
	Address							Ship To Customer Number					Address							Bill To Customer Number																			
								C004896												C004896																			
	City	Tyrone				County		State		Zip Code			City	Tyrone				County		State		Zip Code																	
						Fayette		GA		30290								Fayette		GA		30290																	
Decision Maker					Title					Telephone Number					Collection Contact Person					Telephone Number					LIC														
Dee Baker					wn of Tyrone C					(770) 881-8335					Dee Baker					(770) 881-8335																			
Message																				Message																			
Lease Information																																							
Start Date				Number Of Months				Number Of Payments				Payment Amount																											
				60				60				\$782.91																											

[illegible]

Milner: _____

		Total Lease Payment	Monthly Service Base	Lease Rate	Lease Amount	Trade Up Amount	Total Funding Amount
For Admin Only	No Points	782.91	87.50	695.41			
	Points	782.91	87.50	695.41			

Points/No Points Diff:

FISCAL FUNDING ADDENDUM (GEORGIA)

LESSEE	Full Legal Name <u>Town of Tyrone</u> DBA Name (If Any) _____
	Billing Address <u>950 Senoia Road</u> Phone Number <u>770-487-4308</u>
	City <u>Tyrone</u> County <u>Fayette</u> State <u>Georgia</u> Zip Code <u>30290</u>
	Lease Number _____ Lease Date _____

Except as amended herein, the terms and conditions of the Lease shall remain unchanged and in full force and effect. In the event of a conflict between the terms of this Addendum and the Lease, the terms of this Addendum shall prevail. Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Lease.

Lessee reasonably believes that legally available funds in an amount sufficient to pay all Lease Payments payable under the above - identified lease agreement (together with this Addendum, the "Lease") during Lessee's current fiscal year can be obtained. The responsible financial officer of Lessee shall do all things lawfully within his or her power to obtain and maintain funds from which the Lease Payments may be made, including making provision for such Lease Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with applicable procedures of Lessee and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. Notwithstanding the foregoing, the decision whether or not to budget or appropriate funds for any fiscal year is solely within the discretion of the then current governing body of Lessee.

Lessee is obligated only to pay such Lease Payments under the Lease as may lawfully be made from funds budgeted and appropriated for that purpose during Lessee's then current fiscal year. In the event sufficient funds shall not be appropriated or are not otherwise legally available to pay the Lease Payments required to be paid in the next occurring fiscal year, the Lease shall be deemed to be terminated at the end of the then current fiscal year. Lessee agrees to deliver written notice to Lessor of such termination at least 90 days prior to the end of the then current fiscal year, but failure to give such notice shall not extend the term of the Lease beyond such fiscal year. If the Lease is terminated in accordance with this paragraph, Lessee agrees to return the Equipment described in the Lease to Lessor in accordance with the return provisions of the Lease.

The Lease shall terminate absolutely and without further obligation on the part of Lessee at the close of the fiscal year in which it was executed and at the close of each succeeding fiscal year for which it may be renewed. The Lease shall be deemed to be automatically renewed for the next succeeding fiscal year unless action is taken as described in the second paragraph of this Addendum.

[IF LESSEE IS A COUNTY OR MUNICIPALITY] Lessor shall have title to the Equipment. Lessee shall not grant a security interest in the Equipment to Lessor.

If a default under the Lease should occur, the amount that may be declared to be immediately due and payable pursuant to the acceleration remedy shall be limited to the unpaid Lease Payments for the fiscal year for which appropriations have been made.

Lessee represents, warrants and covenants for the benefit of Lessor that:

(a) Lessee is a municipal corporation and/or political subdivision duly organized and existing under the constitution and laws of the State of Georgia.

(b) Lessee is authorized under the constitution and laws of the State of Georgia to enter into the Lease and the transaction contemplated thereby and to perform all of its obligations thereunder.

(c) The Lease constitutes the legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.

(d) Lessee has been duly authorized to execute and deliver the Lease by proper action and approval of its governing body at a meeting duly called, regularly convened and attended throughout by a requisite majority of the members thereof or by other appropriate official approval.

(e) Lessee has complied with such public bidding requirements as may be applicable to the Lease and the acquisition by Lessee of the Equipment thereunder.

(f) The Equipment is essential to the function of Lessee or to the service Lessee provides to its citizens. Lessee has an immediate need for, and expects to make immediate use of, substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future.

(g) Lessee has never failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease, lease purchase, installment sale or other similar agreement.

(h) [IF LESSEE IS A COUNTY OR MUNICIPALITY] The principal portion of the Lease, when added to the amount of debt incurred by Lessee pursuant to Article IX, Section V, Paragraph I of the Constitution of the State of Georgia, does not exceed 10 percent of the assessed value of all taxable property located within the limits of Lessee.

(i) [IF LESSEE IS A COUNTY, INDEPENDENT OR AREA SCHOOL SYSTEM] The total combined annual payments due under the Lease and other contracts under Article IX, Section III, Paragraph I of the Constitution of the State of Georgia in any calendar year do not exceed 7.5 percent of the total local revenue collected for maintenance and operation of Lessee in the most recently completed fiscal year.

(j) The Equipment has not been the subject of a referendum that failed to receive the approval of the voters of Lessee within the preceding four calendar years.

In the event of any conflict between the provisions of this Addendum and the provisions of the above – identified lease agreement, the provisions of this Addendum shall control.

Listed below are the aggregate amounts of periodic scheduled payments (exclusive of taxes, fees and other expenses which may be chargeable to you under the FMV Lease Agreement) for each calendar year during the anticipated lease term:

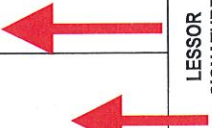
"Total Periodic Scheduled Payments for each Calendar Year of the Lease Term:

Year 1	\$ 9,394.92
Year 2	\$ 9,394.92
Year 3	\$ 9,394.92
Year 4	\$ 9,394.92
Year 5	\$ 9,394.92

YOU AGREE THAT A FACSIMILE COPY OF THIS DOCUMENT WITH FACSIMILE SIGNATURES MAY BE TREATED AS AN ORIGINAL AND WILL BE ADMISSIBLE AS EVIDENCE IN A COURT OF LAW.

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have executed this Addendum on the Effective Date.

LESSEE SIGNATURE		LESSOR SIGNATURE	
	Lessee		Lessor
	Authorized Signature		Authorized Signature
	Print Name & Title Date		Print Name & Title Date





TONER INCLUSIVE GUARANTEED MAINTENANCE AGREEMENT

1. Milner Document Products, Inc. is authorized to place under maintenance the listed equipment for a period of one year at the prevailing rates.

2. The term of this agreement is for a period of one year and is automatically renewed at the prevailing rates unless terminated by 30 days written notice by either party unless an active lease agreement is in place. Maintenance Rates are subject to Annual Increases.

3. This agreement shall become binding when it has been accepted by Milner Document Products, Inc. manager or designee, provided however, that if there are modifications to this Agreement, or pricing not standard with the authorized published price schedule, this Agreement is not valid until it has been accepted in writing by the signature of an authorized representative of Milner Document Products, Inc. in Atlanta, GA. In such a one, this is a sole and exclusive manner of acceptance. Any other promise or act, including a promise to perform service, or the performance of the service shall not constitute acceptance by Milner Document Products, Inc. of this agreement.

4. Customer acknowledges the following Cost Per Page Click rates:

BW .008 Color (CMYK) .055
(NOTE: Tabloid/11" x 17" billed as Two Letter/8 1/2" x 11" Clicks)

COMPANY NAME		
Town of Tyrone		
CONTACT		
Dee Baker		
ADDRESS		
950 Senoia Road		
CITY	STATE	ZIP CODE
Tyrone	Georgia	30290
SIGNATURE		
TITLE		
DATE		
PO.#		
67755A		
Sales Order #		

CONTRACT BEGINNING DATE

Unit	Model	Serial Number	Location	Base Charge	Meter Rate		Meter/Charge/Allowance/Term	Toner		Beginning Meter
					B/W	Color		INC	EXC	
1	IM C4510				.008	.055	6000 allowance monthly blk	<input checked="" type="checkbox"/>		
2	IM C3010				.008	.055	3900 allowance monthly clr			
3	IM C3010				.008	.055				
4	IM 370F				.008	NA				
5										
6										
7										
8										
9										
10										

5. Fiery Controller Warranty – Customer can elect to add a Fiery Warranty for the term of the agreement for an additional \$700.00/year per machine. This warranty covers the Fiery internals/hardware and system software. **Color calibration is excluded.** Color Calibration can be requested as a service and billed at \$180.00 per hour with a 1 hour minimum.

I Accept _____ I Decline ☒

5b. Average toner coverage is 6% Black and White and 20% Color. Milner reserves the right to raise the meter charges proportionately for customers who continually exceed these coverages.

6. There will be no additional charge for travel expenses associated with the service performed during Milner Document Products, Inc. normal business hours, except for (1) applicable loan charges and/or (2) those instances where the equipment is not accessible by private automobile. For these exceptions, the actual travel expense and Milner Document Products, Inc. applicable hourly rates and terms then in effect shall be charged.

7. This agreement includes interim calls during normal business hours as reasonably requested, necessitated by causes other than carelessness or improper handling and use of equipment, excluding damage caused by fire, lightning, floods, riots or acts of God. All equipment parts will be replaced without charge excluding damage caused by fire, lightning, floods, riots or acts of God, except those listed in item 8.

8. This agreement includes Black and Color (Cyan, Magenta, and Yellow) Toner, Black and Color (Cyan, Magenta, and Yellow) Developer and Drum. **This excludes staples and paper.** Black and Color (Cyan, Magenta, and Yellow) toner will be shipped to the customer at no charge **with the exception of shipping and handling charges.** All Systems using like toner must be on an active agreement with Milner.

Once established, this coverage shall not be changed by either party during the terms of this agreement unless agreed to in writing by both parties

9. The basic maintenance charge will be invoiced in advance. Meter charges (if applicable) will be invoiced periodically in arrears. Customer also agrees to pay the meter charge listed herein for the equipment usage in any period in excess of the equipment usage included basic maintenance charge. Payment will be made within terms stated on the invoice. Customer agrees to Milner installing a meter collection utility for the purpose of collecting meters remotely.

10. The customer understands that liability with respect to any property damage or injury (including death) to persons arising out of or connected with services performed under this agreement, is limited strictly to that imposed by law and that there is no contract imposing any greater degree of liability on Milner Document Products, Inc.

11. The transfer of equipment covered by this agreement to a location outside normal servicing area will exclude it from the terms of agreement. The charges on equipment transferred to a different zone during the term of this agreement will be adjusted to the applicable rate for the new zone. Milner must be notified of transfers of ownership and location

12. Applicable sales, use, or property taxes shall be assessed as prescribed by law.

13. Milner Document Products, Inc. makes no warranties, expressed or implied, for merchantability, fitness for a particular purpose, performance, condition, capacity, or otherwise, except as herein expressly set out.

14. Customer shall indemnify and save Milner Document Products, Inc. harmless from any and all liability, loss, damage, expense, cause of action, suits, claims for judgments arising from injury to person or property, resulting from or based on actual or alleged use, operation or transportation, of the equipment or its location or condition after it has been delivered to the customer by Milner Document Products, Inc.

15. Repair of damage, replacement of parts (due to other than normal wear), or repetitive service calls caused by the use of incompatible supplies, or service by anyone not duly authorized by Milner Document Products, Inc. is excluded from coverage and will be charged at the standard rates in effect at the time of service.

16. Upon agreement of the parties, additional equipment may be added to this agreement for the remaining term of the agreement. Customer agrees to pay the pro-rated portion of the basic maintenance charge and meter charge (if applicable) that are current at the time additional equipment is added.

17. This agreement excludes any network services and connectivity fees and charges after the initial installation. Network services and connectivity fees are billed at \$180.00 per hr with a 1 hr minimum. IT and network services contracts are available for an additional charge. Please contact Milner for more info.

18. Upon cancellation of this agreement, Milner may charge for any parts or supplies installed within the past 30 days. Customer has the option to return any unused items to avoid additional charges.



Usage Agreement

Send Invoice to Attention of _____ (email)

CUSTOMER	Full Legal Name Town of Tyrone	Tax ID#	Phone Number 770-487-4308
	Address 950 Senoia Road	City Tyrone	State GA
	Billing Address (if different)	City	State
	DBA Name (if any)	Send Invoice to Attention of Accounts Payable	

Make/Model/Accessories	Serial #	Initial Meter Reading	Make/Model/Accessories	Serial #	Initial Meter Reading
1. RICOH IMC4510			5. SR3320 finisher		PB3320 paper feed
2. RICOH IM C3010			6. PB3320 paper feed		
3. RICOH IM C3010			7. PB3320 paper feed		
4. RICOH IM 370F			8. PM1200 paper feed		
Monthly Usage Payment \$852.47			Meter Reading Frequency <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly		
Payment includes 6000/month	B&W images per quarter	Overages billed quarterly at \$.008	per B&W image	Payment includes	Help Desk Seats
Payment includes 3900/month	Color images per quarter	Overages billed quarterly at \$.055	per Color Image	Payment includes	Virtual Servers
Payment includes	Linear foot per quarter	Overages billed quarterly at \$	per Linear Foot	Payment includes	Servers Under Maintenance
ALL UNITS LISTED ABOVE ARE CONSOLIDATED UNDER THIS PLAN FOR ADDITIONAL UNITS ATTACH SCHEDULE A <input type="checkbox"/>					

Term in Months	First Usage Payment	(PLUS)	Security Deposit	(PLUS)	Sales Tax	(EQUALS)	Total Payment Enclosed
48	\$852.47	+	0.00	+	0.00	=	\$852.47

SALES TAX OPTIONS	Each payment is subject to sales tax of _____ % or amounts or percentages that may be in effect by location.
	<input type="checkbox"/> Exempt - Exemption Certificate Attached.

CUSTOMER SIGNATURE	YOU AGREE TO ALL OF THE TERMS AND CONDITIONS ABOVE AND CONTAINED ON THE REVERSE SIDE OF THIS AGREEMENT AND IN ANY ATTACHMENTS TO SAME, ALL OF WHICH ARE INCLUDED BY REFERENCE AND BECOME PART OF THIS AGREEMENT. YOU ACKNOWLEDGE TO HAVE READ AND AGREE TO ALL THE TERMS AND CONDITIONS AND UNDERSTAND THAT THIS IS A NON-CANCELABLE AGREEMENT FOR THE FULL TERM SHOWN ABOVE.		
	You acknowledge that the leased equipment is: <input type="checkbox"/> NEW <input type="checkbox"/> USED		
	Signature X	DOB	Date
	Print Name	Title	
Legal Name of Corporation or Partnership			

DELIVERY AND ACCEPTANCE	You acknowledge that the Equipment set forth above has been received, has been put in use, is in good working order and is satisfactory and acceptable.	
	Signature X	Date
	Print Name	
	Title	
Legal Name of Corporation or Partnership		

GUARANTY	TO INDUCE OWNER TO ENTER INTO THE WITHIN USAGE AGREEMENT, THE UNDERSIGNED UNCONDITIONALLY GUARANTEES TO OWNER THE PROMPT PAYMENT WHEN DUE, OF ALL THE USER'S OBLIGATIONS TO OWNER UNDER THE AGREEMENT. OWNER SHALL NOT BE REQUIRED TO PROCEED AGAINST CUSTOMER OF THE EQUIPMENT OR ENFORCE ANY OTHER REMEDY BEFORE PROCEEDING AGAINST THE UNDERSIGNED. THE UNDERSIGNED WAIVES NOTICE OF ACCEPTANCE HEREOF AND ALL OTHER NOTICES OR DEMAND OF ANY KIND TO WHICH THE UNDERSIGNED MAY BE ENTITLED. THE UNDERSIGNED CONSENTS TO ANY EXTENSIONS OR MODIFICATION GRANTED TO USER AND THE RELEASE AND/OR COMPROMISE OF ANY OBLIGATIONS OF USER OF AN OTHER OBLIGORS AND GUARANTORS WITHOUT IN ANY WAY RELEASING THE UNDERSIGNED FROM HIS OR HER OBLIGATIONS HEREUNDER. THIS IS A CONTINUING GUARANTEE AND SHALL NOT BE DISCHARGED OR AFFECTED BY DEATH OF THE UNDERSIGNED, SHALL BIND THE HEIRS, ADMINISTRATORS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS OF UNDERSIGNED AND MAY BE ENFORCED BY OR FOR THE BENEFIT OF ANY ASSIGNEE OF SUCCESSOR OWNER. THIS GUARANTY IS GOVERNED BY AND CONSTITUTED IN ACCORDANCE WITH THE LAWS OF THE FLORIDA AND I CONSENT TO EXCLUSIVE JURISDICTION IN ANY STATE OR FEDERAL COURT IN FLORIDA.	
	Signature X	Date
	Print Name	Print Name
	Home Address	Home Address
Phone	Phone	

USAGE TERMS AND CONDITIONS

The words "YOU" and "YOUR" mean the Customer. The words "WE", "US", and "OUR" mean Milner Inc., the Owner of the Equipment.

1. USAGE AGREEMENT ("AGREEMENT"): WE agree to rent to YOU and YOU agree to rent from US the Equipment listed in the "Consolidated Billing Option" section of this Agreement and/or in any attached schedules ("Equipment"). YOU promise to pay US A BASE MONTHLY USAGE PAYMENT ("USAGE PAYMENT"), plus the Cost-Per-Copy Additional Copies ("Additional Copy Charge") on copies in excess of the Monthly Copy Allowance, in accordance with the terms and conditions herein. The Additional Copy Charges will be invoiced at the end of each meter reading period set forth on the face of this Agreement. YOU authorize US to correct obvious errors or insert missing information in the Agreement, including YOUR proper legal name, serial numbers and any other information describing the Equipment without further notice to YOU.

2. TERM: This Agreement is effective on the date that it is accepted and signed by US, and the term of this Agreement begins on the date of delivery of equipment or any later date that WE designate (the "Commencement Date") and continues thereafter for the number of months designated as "Term in Months". Usage Payments are due as invoiced by US. As YOU will have possession of the Equipment from the date of its delivery, if WE accept and sign this Agreement YOU will pay US interim rent for each day from the date the Equipment is delivered to YOU until the Commencement Date, calculated on the Usage Payment amount, the number of days in that period, and a year of 360 days. WE will apply the first Usage Payment to the first month of the term on the Commencement Date or any later date designated by US. The second Usage Payment is due on the date set forth in the invoice with subsequent payments due on the same day of each successive month thereafter until the balance of the Usage Payments and any Additional Copy Charges or expenses chargeable to YOU under this Agreement have been paid in full.

YOU agree to provide accurate and timely meter readings on the forms or other alternative means specified by US. If meter readings are not received in a timely manner, charges may be estimated by US. YOUR obligation to pay the Usage Payments, Additional Copy Charges and other obligations hereunder shall be absolute and unconditional. This Agreement is NON-CANCELABLE.

WE have the right to increase the Usage Payment and the Additional Copy Charge on an annual basis, in an amount not to exceed ten percent (10%) of the Usage Payment or the Additional Copy Charge in effect at the end of the prior annual period.

3. LATE CHARGES/DOCUMENTATION FEES: Whenever any Usage Payment or Additional Print Charge is not made when due, YOU agree to pay US, within one month, a late charge of five percent (5%) of each late payment, with a minimum of \$10.00, but only to the extent permitted by law. Such amount shall be payable in addition to any and all amounts or monies payable by you as a result of the exercise of any of the remedies herein provided. YOU agree to pay US a fee of \$75.00 plus 1/10th of one percent (1%) of the original Equipment cost in excess of \$50,000.00 to reimburse OUR expenses for preparing financing statements, other documentation costs and all ongoing administration costs during the term of this Agreement. WE will charge YOU a return-check or non-sufficient funds charge ("NSF Charge") of \$25.00 for a check that is returned for any reason.

4. COMPUTER SOFTWARE: Notwithstanding any other terms and conditions of this Agreement, YOU agree that as to software only: (a) WE have not had, do not have, nor will WE have any title to software; (b) YOU have executed or will execute a separate software license agreement and WE are not party thereto and have no responsibilities or obligations whatsoever in regards to such license agreement; and (c) YOU have selected such software and WE MAKE NO WARRANTIES OF MERCHANTABILITY, DATA ACCURACY, SYSTEM INTEGRATION OR FITNESS FOR USE AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR THE FUNCTION OR DEFECTIVE NATURE OF SUCH SOFTWARE, SYSTEMS INTEGRATION, OR OTHERWISE IN REGARDS TO SUCH SOFTWARE. YOUR USAGE PAYMENTS AND OTHER OBLIGATIONS UNDER AGREEMENT SHALL IN NO WAY BE DIMINISHED ON ACCOUNT OF OR IN ANY WAY RELATED TO SAID SOFTWARE LICENSE AGREEMENT OR FAILURE IN ANY WAY OF THE SOFTWARE. YOU grant to US security interest in and to the software license, including the software and shall indemnify and hold harmless from any claims, losses, liabilities, damages, judgment, suits and all legal costs and expenses arising out of the use or operation of the software or YOUR breach of such license agreement.

5. DELIVERY AND ACCEPTANCE: YOU are responsible, at YOUR own cost, to arrange for the delivery and installation of the Equipment (unless such costs are included in the cost of the Equipment to US). If requested, YOU will sign a separate Equipment delivery and acceptance certificate. WE may at OUR discretion confirm by telephone that YOU have accepted the Equipment, and this telephone verification of YOUR acceptance of the Equipment shall have the same effect as a signed delivery and acceptance certificate.

6. USE, MAINTENANCE, REPAIR, SUPPLIES AND WARRANTIES: YOU have selected the Equipment and the related maintenance program and supplies as described in a separate maintenance agreement with the Equipment dealer ("Dealer"). WE are not the manufacturer of the Equipment and WE are renting the Equipment to YOU "AS-IS". WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE transfer to YOU for the term of this Agreement all warranties, if any, made by manufacturer.

YOU ALSO ACKNOWLEDGE THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION OF THIS AGREEMENT AND EXCEPT FOR THE MANUFACTURER WARRANTIES, MAKE ANY REPRESENTATION OR WARRANTY ABOUT THIS AGREEMENT OR THE EQUIPMENT. WE SHALL NOT BE LIABLE FOR SPECIAL, RESULTING OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFIT OCCASIONED BY ANY BREACH OF WARRANTY OR REPRESENTATION OR RESULTING FROM THE USE OR PERFORMANCE OF ANY UNIT OF EQUIPMENT. YOUR OBLIGATION TO PAY IN FULL ANY AMOUNT DUE UNDER THIS AGREEMENT SHALL NOT BE AFFECTED BY ANY DISPUTE, CLAIM, COUNTERCLAIM, DEFENSE OR OTHER RIGHT WHICH YOU MAY HAVE OR ASSERT AGAINST THE DEALER OR THE EQUIPMENT MANUFACTURER.

7. TITLE, PERSONAL PROPERTY, LOCATION AND INSPECTION: Except for Agreements with a \$1.00 purchase option, WE will have title to the Equipment. If YOU have a \$1.00 purchase option or this Agreement is deemed to be a security agreement, YOU grant us a security interest in the Equipment and all proceeds therefrom. YOU have the right to use the Equipment for the full term provided YOU comply with the terms and conditions of this Agreement. The Equipment is personal property even though the Equipment may become attached to any real estate. YOU agree not to permit a lien to be placed upon the Equipment or to remove the Equipment without OUR prior written consent. WE also have the right, at reasonable times, to inspect the Equipment.

8. MAINTENANCE: YOU are required, at YOUR own cost and expense, to keep the Equipment in good repair, condition and working order, except for ordinary wear and tear, and YOU will supply all parts and servicing required. All replacement parts used or installed and repairs made to the Equipment will become OUR property.

9. ASSIGNMENT: YOU AGREE NOT TO TRANSFER, SELL, SUBRENT, ASSIGN, PLEDGE OR ENCUMBER EITHER THE EQUIPMENT OR ANY RIGHTS UNDER THIS AGREEMENT WITHOUT OUR PRIOR WRITTEN CONSENT. WE may sell, assign or transfer this Agreement. YOU agree that if WE sell, assign or transfer this Agreement, the new owner will have the same rights and benefits that WE have now and will not have to perform any of OUR obligations. YOU agree that the right of the new owner will not be subject to any claims, defenses, or set-offs that YOU may have against US.

10. REDELIVERY AND RENEWAL: Upon at least ninety (90), but not more than (150), days written notice to US prior to the expiration of the initial term of this Agreement, YOU shall advise US of YOUR intention to return the Equipment to US at the end of the initial term of this Agreement. Provided YOU have given such timely notice, YOU shall return the Equipment, freight and insurance prepaid, to US in good repair, condition and working order, ordinary wear and tear excepted, in a manner and to a location designated by US. If YOU fail to so notify US, or having notified US, YOU fail to return the Equipment as provided herein, this Agreement shall renew for additional terms of twelve (12) months each with Usage Payments and Additional Copy Charges equal to 100% of the Usage Payments and Additional Copy Charges at the expiration of the initial term of this agreement.

11. LOSS OR DAMAGE: YOU are responsible for the risk of loss or destruction of, or damage to the Equipment. No such loss or damage relieves YOU from any obligation under this Agreement.

12. INDEMNITY: WE are not responsible for any losses or injuries caused by the installation or use of the Equipment. YOU agree to reimburse US for and to defend US against any claim for losses or injuries caused by the Equipment. This indemnity will continue even after the termination of this Agreement.

13. TAXES: YOU agree to pay all license and registration fees, sale and use taxes, personal property taxes and all other taxes and charges, relating to the ownership, leasing, usage, sale, purchase, possession or use of the Equipment as part of the Usage Payment or as billed by US. YOU agree that if WE pay any taxes or charges on YOUR behalf, YOU shall reimburse US for all such payments and shall pay US interest and a late charge (as calculated in Section 3) on such payments with the next Usage Payment, plus a fee for OUR collecting and administering any taxes, assessments or fees and remitting them to the appropriate authorities. YOU agree that WE have the right each year to estimate the yearly personal property taxes that will be due for the Equipment and that YOU will pay US 1/12th of the estimated taxes on each Usage Payment. YOU will indemnify US on an after-tax basis against the loss of any tax benefits anticipated at the Commencement Date arising out of YOUR acts or omissions.

14. INSURANCE: During the term of this Agreement, YOU will keep the Equipment insured against risks of loss or damage in an amount not less than the replacement cost of the Equipment, without deductible and without co-insurance. YOU shall also obtain and maintain for the term of this Agreement, comprehensive public liability insurance covering both personal injury and property damage of at least \$100,000 per person and \$300,000 per occurrence for bodily injury and \$50,000 for property damage. WE shall be the sole named loss payee on the property insurance and shall be named as an additional insured on the public liability insurance. YOU will pay all premiums for such insurance and shall deliver proof of insurance coverage satisfactory to US. If YOU do not provide insurance against theft and physical damage, YOU agree that WE have the right, but not the obligation, to obtain such insurance, and add an insurance fee to the amount due from YOU, on which WE may make a profit. YOU understand and agree that WE may share YOUR contact information (including an applicable email address and telephone number) and any other non-public information about YOUR contract with OUR insurer or a related third-party service provider if and to the extent necessary to process an insurance claim.

15. DEFAULT: YOU are in default of this Agreement if any of the following occurs: (a) YOU fail to pay any Usage Payment or other sum when due; (b) YOU breach any warranty or other obligation under this Agreement, or any other agreement with US; (c) YOU, any partner or any guarantor dies, YOU become insolvent or unable to pay YOUR debts when due; YOU stop doing business as a going concern; YOU merge, consolidate, transfer all or substantially all of YOUR assets; YOU make an assignment for the benefit of creditors or YOU undergo a substantial deterioration in YOUR financial condition; (d) YOU, any guarantor or any partner, shall voluntarily file or have filed against it involuntarily, a petition for liquidation, reorganization, adjustment of debt or similar relief under the Federal Bankruptcy Code or any other present or future federal or state bankruptcy or insolvency law, or a trustee, receiver or liquidator shall be appointed of it or a substantial part of its assets; or (e) YOU, YOUR owner(s) or any guarantor(s) are listed on a U.S. or foreign government sanctions list or are subject to sanctions therefrom.

16. REMEDIES: WE have the following remedies if a default should occur:

a) Upon notice, declare the entire balance of the unpaid Usage Payments for the full term immediately due and payable, sue for and receive all Usage Payments and any other payments then accrued or accelerated under this Agreement or any other Agreement plus the estimated fair market value of the Equipment at the end of the originally scheduled Term, with all accelerated Usage Payments and the estimated fair market value of the Equipment at the end of the originally scheduled Term discounted at the lesser of (i) a per annum interest rate equivalent to that of a U.S. Treasury constant maturity obligation (as reported by the U.S. Treasury Department) that would have a repayment term equal to the remaining term of the Agreement, all as reasonably determined by US, or (ii) three percent (3%) per annum.

b) Charge YOU interest on all monies due US at the rate of eighteen percent (18%) per year from the date of default until paid, but in no event more than the maximum rate permitted by law;

c) Require that YOU return the Equipment to US and in the event YOU fail to return the Equipment, enter upon the premises peacefully with or without legal process where the Equipment is located and repossess the Equipment. Such return or repossession of the Equipment shall not constitute a termination of this Agreement unless WE expressly notify YOU in writing. In the event the Equipment is returned or repossessed by US and unless WE have terminated this Agreement, WE will sell or re-rent the Equipment to such persons and upon such terms as WE may determine, at one or more public or private sales and with or without notice to YOU and apply the net proceeds after deducting the costs and expenses of such sale or re-rent, to YOUR obligations with YOU remaining liable for any deficiency and with any excess being retained by US. The credit for any sums to be received by US from any such rental shall be discounted to the date of the usage agreement at six percent (6%) per year.

YOU are also required to pay (i) all expenses incurred by US in connection with the enforcement of any remedies, including all expenses of repossessing, storing, shipping, repairing and selling the Equipment, and (ii) reasonable attorneys' fees.

17. SECURITY DEPOSIT: WE will retain any required security deposit as security for YOUR performance of YOUR obligations. Any security deposit is non-interest bearing. WE may apply any security deposit to cure any default by YOU, in which event YOU will promptly restore any amount so applied. If YOU are not in default, any security deposit will be returned to YOU at the termination of this Agreement.

18. WARRANTIES: YOU hereby warrant and represent that the Equipment will be used for business purposes, and not for personal, family or household purposes.

19. UCC FILINGS AND FINANCIAL STATEMENTS: YOU authorize US to file a financing statement with respect to the Equipment and grant US the right to sign such financing statement on YOUR behalf. If WE feel it is necessary, YOU agree to submit financial statements (audited if available) on a quarterly basis.

20. UCC-ARTICLE 2A PROVISIONS: YOU agree that this Agreement is a Finance Lease as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). YOU acknowledge that WE have given YOU the name of the supplier of the Equipment. WE hereby notify YOU that YOU may have rights under the contract with the Supplier and YOU may contact the supplier for a description of any rights or warranties that YOU may have under this supply contract. YOU also waive any and all rights and remedies granted by Sections 2A-508 through 2A-522 of the UCC.

21. CHOICE OF LAW: This Lease shall be governed by, enforced and construed in accordance with the laws of the state of OUR principal place of business, or, if WE assign this Lease to an Assignee, the laws of the state of the Assignee's principal place of business. YOU consent to and agree that non-exclusive jurisdiction, personal or otherwise, over YOU and the Equipment shall be with the Courts of Florida solely at OUR option with respect to any provision of this Agreement. YOU ALSO AGREE TO WAIVE YOUR RIGHT TO A TRIAL BY JURY.

22. ENTIRE AGREEMENT; SEVERABILITY; WAIVERS: This Agreement contains the entire agreement and understanding. Except as noted in Section 1, no agreements or understandings are binding on the parties unless set forth in writing and signed by the parties. Any provision of this Agreement which for any reason may be held unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective without invalidating the remaining provisions of this Agreement. It is further agreed that the rights and remedies of the parties are governed by this Agreement.

23. FACSIMILE DOCUMENTATION: YOU agree that this Lease may be executed in counterparts and any facsimile, photographic or other electronic transmission or electronic signing of this Lease by YOU when manually countersigned by US or attached to OUR manual signature counterpart constitutes the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence; provided if this Lease constitutes "electronic chattel paper", the version identified by US as the "single authoritative copy" is the chattel paper for purposes of perfection by control. At OUR option, WE may require a manual signature.

24. MISCELLANEOUS: By executing this Agreement, YOU are expressly consenting to receive communications (including, but not limited to, pre-recorded or artificial voice message calls, text messages, and calls made by an automatic dialer from US, Our Agents, and/or Our affiliates to contact YOU about any of YOUR accounts with US in any way, at any telephone number for a cellular phone or other wireless device or at any email address YOU have provided to US, from which YOU have contacted US, or at which WE believe WE can reach YOU, even if YOU are charged for such contact by a provider. For information about our privacy practices, please review our privacy statement at lesseedirect.com/privacy.

OWNER ACCEPTANCE	Signature	Date
	X	
	Print Name	Title
	For MILNER INC.	

FISCAL FUNDING ADDENDUM (GEORGIA)

LESSEE	Full Legal Name <u>Town of Tyrone</u> DBA Name (If Any) _____
	Billing Address <u>950 Senoia Road</u> Phone Number <u>770-487-4308</u>
	City <u>Tyrone</u> County <u>Fayette</u> State <u>Georgia</u> Zip Code <u>30290</u>
	Lease Number _____ Lease Date _____

Except as amended herein, the terms and conditions of the Lease shall remain unchanged and in full force and effect. In the event of a conflict between the terms of this Addendum and the Lease, the terms of this Addendum shall prevail. Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Lease.

Lessee reasonably believes that legally available funds in an amount sufficient to pay all Lease Payments payable under the above - identified lease agreement (together with this Addendum, the "Lease") during Lessee's current fiscal year can be obtained. The responsible financial officer of Lessee shall do all things lawfully within his or her power to obtain and maintain funds from which the Lease Payments may be made, including making provision for such Lease Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with applicable procedures of Lessee and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. Notwithstanding the foregoing, the decision whether or not to budget or appropriate funds for any fiscal year is solely within the discretion of the then current governing body of Lessee.

Lessee is obligated only to pay such Lease Payments under the Lease as may lawfully be made from funds budgeted and appropriated for that purpose during Lessee's then current fiscal year. In the event sufficient funds shall not be appropriated or are not otherwise legally available to pay the Lease Payments required to be paid in the next occurring fiscal year, the Lease shall be deemed to be terminated at the end of the then current fiscal year. Lessee agrees to deliver written notice to Lessor of such termination at least 90 days prior to the end of the then current fiscal year, but failure to give such notice shall not extend the term of the Lease beyond such fiscal year. If the Lease is terminated in accordance with this paragraph, Lessee agrees to return the Equipment described in the Lease to Lessor in accordance with the return provisions of the Lease.

The Lease shall terminate absolutely and without further obligation on the part of Lessee at the close of the fiscal year in which it was executed and at the close of each succeeding fiscal year for which it may be renewed. The Lease shall be deemed to be automatically renewed for the next succeeding fiscal year unless action is taken as described in the second paragraph of this Addendum.

[IF LESSEE IS A COUNTY OR MUNICIPALITY] Lessor shall have title to the Equipment. Lessee shall not grant a security interest in the Equipment to Lessor.

If a default under the Lease should occur, the amount that may be declared to be immediately due and payable pursuant to the acceleration remedy shall be limited to the unpaid Lease Payments for the fiscal year for which appropriations have been made.


Lessee represents, warrants and covenants for the benefit of Lessor that:

(a) Lessee is a municipal corporation and/or political subdivision duly organized and existing under the constitution and laws of the State of Georgia.

(b) Lessee is authorized under the constitution and laws of the State of Georgia to enter into the Lease and the transaction contemplated thereby and to perform all of its obligations thereunder.

(c) The Lease constitutes the legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.



 MILNER										Sales Order										Customer #					Sales Order #														
																				C004896					67755A														
Office No.			Delivering Office No.			Delivering Sales Person's Name/No.				Selling Person's Name/No.					Type Sale			New Customer?			Down Payment?																		
61			61			Tom Tyler (67ES27)				Tom Tyler (67ES27)					Lease			no			no																		
Date			Purchase Order				Sale Authorized By			Title			Tax Exempt Number																										
6/12/2024							Dee Baker			Town of Tyrone Clerk																													
SHIP TO	Name		Town of Tyrone										BILL TO	Name		Town of Tyrone																							
	Address		950 Senoira Road											Address		950 Senoira Road																							
	Address								Ship To Customer Number					Address								Bill To Customer Number																	
									C004896													C004896																	
	City		Tyrone			County			State		Zip Code			City		Tyrone			County			State		Zip Code															
			Fayette			GA			30290					Fayette			GA			30290																			
Decision Maker				Title			Telephone Number			Collection Contact Person					Telephone Number					LIC																			
Dee Baker				wn of Tyrone C			(770) 881-8335			Dee Baker					(770) 881-8335																								
Message																				Message																			

Lease Information			
Start Date	Number Of Months	Number Of Payments	Payment Amount
	48	48	\$852.47

QTY.	Vendor/Product No.	Description/Model	Serial Number	Meter Reading	Amount	Service	
1	419320	IM C4510 color copier main unit				B&W Includes (Quarterly)	
1	419365	Paper Feed Unit PB3320				Allowance	6000
1	419399	Finisher SR3320 1000 Sheet				Book Rate	0.00800
1	419381	Bridge Unit BU3100				Overages @	0.0080
1	418381	Punch Unit PU3080				Color Includes (Quarterly)	
1	419416	PostScript3 Unit TypeM52				Allowance	3900
1	W1500-15-120	Power Filter with Inrush, Surge and Noise Pro				Book Rate	0.05500
						Overages @	0.0550
2	419302	IM C3010 color copier main unit				Optional if more than one click rate.	
2	419365	Paper Feed Unit PM3320					
2	419401	Internal Finisher SR3310 500 Sheet					
2	W1500-15-120	Power Filter with Inrush, Surge and Noise Pro				B&W Includes (Quarterly)	
2	419423	Fax Option Type M52				Allowance	
1	423501	IM 430F/IM 460F				Book Rate	
1	423525	Paper Feed Unit PM1200				Overages @	
1	52890	Medium Cabinet Type A7				Color Includes (Quarterly)	
1	423520	Fax Memory Unit Type M54 64mb				Allowance	
						Book Rate	
						Overages @	
	3A00	Install					

						Cash deals only	
						Annual GMA	

							Discount	\$ -			
Notes	State of Georgia Government Contract, customer to confirm pick up units						Sales Sub Total	\$ -	Annual Base	\$	
Subtotal	State Sales Tax	County Tax	Cnty Rate	City Tax	City Rate	Interest	Total Amount	Less Payment	Amount Due		
\$ -		\$ -		\$ -			\$ -				

Milner: _____

		Total Lease Payment	Monthly Service Base	Lease Rate	Lease Amount	Trade Up Amount	Total Funding Amount
For Admin Only	No Points	852.47	87.50	764.97			
	Points	852.47	87.50	764.97			

Points/No Points Diff:

(d) Lessee has been duly authorized to execute and deliver the Lease by proper action and approval of its governing body at a meeting duly called, regularly convened and attended throughout by a requisite majority of the members thereof or by other appropriate official approval.

(e) Lessee has complied with such public bidding requirements as may be applicable to the Lease and the acquisition by Lessee of the Equipment thereunder.

(f) The Equipment is essential to the function of Lessee or to the service Lessee provides to its citizens. Lessee has an immediate need for, and expects to make immediate use of, substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future.

(g) Lessee has never failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease, lease purchase, installment sale or other similar agreement.

(h) [IF LESSEE IS A COUNTY OR MUNICIPALITY] The principal portion of the Lease, when added to the amount of debt incurred by Lessee pursuant to Article IX, Section V, Paragraph I of the Constitution of the State of Georgia, does not exceed 10 percent of the assessed value of all taxable property located within the limits of Lessee.

(i) [IF LESSEE IS A COUNTY, INDEPENDENT OR AREA SCHOOL SYSTEM] The total combined annual payments due under the Lease and other contracts under Article IX, Section III, Paragraph I of the Constitution of the State of Georgia in any calendar year do not exceed 7.5 percent of the total local revenue collected for maintenance and operation of Lessee in the most recently completed fiscal year.

(j) The Equipment has not been the subject of a referendum that failed to receive the approval of the voters of Lessee within the preceding four calendar years.

In the event of any conflict between the provisions of this Addendum and the provisions of the above – identified lease agreement, the provisions of this Addendum shall control.

Listed below are the aggregate amounts of periodic scheduled payments (exclusive of taxes, fees and other expenses which may be chargeable to you under the FMV Lease Agreement) for each calendar year during the anticipated lease term:

"Total Periodic Scheduled Payments for each Calendar Year of the Lease Term:

Year 1	\$ 10,229.64
Year 2	\$ 10,229.64
Year 3	\$ 10,229.64
Year 4	\$ 10,229.64
Year 5	\$XXXXXXX

YOU AGREE THAT A FACSIMILE COPY OF THIS DOCUMENT WITH FACSIMILE SIGNATURES MAY BE TREATED AS AN ORIGINAL AND WILL BE ADMISSIBLE AS EVIDENCE IN A COURT OF LAW.

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have executed this Addendum on the Effective Date.

LESSEE SIGNATURE	Lessee		LESSOR SIGNATURE	Lessor	
	Authorized Signature			Authorized Signature	
	Print Name & Title			Print Name & Title	
	Date			Date	



TONER INCLUSIVE GUARANTEED MAINTENANCE AGREEMENT

1. Milner Document Products, Inc. is authorized to place under maintenance the listed equipment for a period of one year at the prevailing rates.

2. The term of this agreement is for a period of one year and is automatically renewed at the prevailing rates unless terminated by 30 days written notice by either party unless an active lease agreement is in place. Maintenance Rates are subject to Annual Increases.

3. This agreement shall become binding when it has been accepted by Milner Document Products, Inc. manager or designee, provided however, that if there are modifications to this Agreement, or pricing not standard with the authorized published price schedule, this Agreement is not valid until it has been accepted in writing by the signature of an authorized representative of Milner Document Products, Inc. in Atlanta, GA. In such a one, this is a sole and exclusive manner of acceptance. Any other promise or act, including a promise to perform service, or the performance of the service shall not constitute acceptance by Milner Document Products, Inc. of this agreement.

4. Customer acknowledges the following Cost Per Page Click rates:

BW .008 Color (CMYK) .055

(NOTE: Tabloid/11" x 17 billed as Two Letter/8 1/2" x 11" Clicks)

COMPANY NAME		
Town of Tyrone		
CONTACT		
Dee Baker		
ADDRESS		
950 Senoia Road		
CITY	STATE	ZIP CODE
Tyrone	Georgia	30290
SIGNATURE		
TITLE		
DATE		
PO #		
67755A		
Sales Order #		

CONTRACT BEGINNING DATE

Unit	Model	Serial Number	Location	Base Charge	Meter Rate		Meter/Charge/Allowance/Term	Toner		Beginning Meter
					B/W	Color		INC	EXC	
1	IM C4510				.008	.055	6000 allowance monthly blk	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
2	IM C3010				.008	.055	3900 allowance monthly clr	<input type="checkbox"/>	<input type="checkbox"/>	
3	IM C3010				.008	.055		<input type="checkbox"/>	<input type="checkbox"/>	
4	IM 370F				.008	NA		<input type="checkbox"/>	<input type="checkbox"/>	
5								<input type="checkbox"/>	<input type="checkbox"/>	
6								<input type="checkbox"/>	<input type="checkbox"/>	
7								<input type="checkbox"/>	<input type="checkbox"/>	
8								<input type="checkbox"/>	<input type="checkbox"/>	
9								<input type="checkbox"/>	<input type="checkbox"/>	
10								<input type="checkbox"/>	<input type="checkbox"/>	

5. Fiery Controller Warranty – Customer can elect to add a Fiery Warranty for the term of the agreement for an additional \$700.00/year per machine. This warranty covers the Fiery internals/hardware and system software. **Color calibration is excluded.** Color Calibration can be requested as a service and billed at \$180.00 per hour with a 1 hour minimum.

I Accept _____ I Decline ☒ _____

5b. Average toner coverage is 6% Black and White and 20% Color. Milner reserves the right to raise the meter charges proportionately for customers who continually exceed these coverages.

6. There will be no additional charge for travel expenses associated with the service performed during Milner Document Products, Inc. normal business hours, except for (1) applicable loan charges and/or (2) those instances where the equipment is not accessible by private automobile. For these exceptions, the actual travel expense and Milner Document Products, Inc. applicable hourly rates and terms then in effect shall be charged.

7. This agreement includes interim calls during normal business hours as reasonably requested, necessitated by causes other than carelessness or improper handling and use of equipment, excluding damage caused by fire, lightning, floods, riots or acts of God. All equipment parts will be replaced without charge excluding damage caused by fire, lightning, floods, riots or acts of God, except those listed in item 8.

8. This agreement includes Black and Color (Cyan, Magenta, and Yellow) Toner, Black and Color (Cyan, Magenta, and Yellow) Developer and Drum. **This excludes staples and paper.** Black and Color (Cyan, Magenta, and Yellow) toner will be shipped to the customer at no charge **with the exception of shipping and handling charges.** All Systems using like toner must be on an active agreement with Milner.

Once established, this coverage shall not be changed by either party during the terms of this agreement unless agreed to in writing by both parties

9. The basic maintenance charge will be invoiced in advance. Meter charges (if applicable) will be invoiced periodically in arrears. Customer also agrees to pay the meter charge listed herein for the equipment usage in any period in excess of the equipment usage included basic maintenance charge. Payment will be made within terms stated on the invoice. Customer agrees to Milner installing a meter collection utility for the purpose of collecting meters remotely.

10. The customer understands that liability with respect to any property damage or injury (including death) to persons arising out of or connected with services performed under this agreement, is limited strictly to that imposed by law and that there is no contract imposing any greater degree of liability on Milner Document Products, Inc.

11. The transfer of equipment covered by this agreement to a location outside normal servicing area will exclude it from the terms of agreement. The charges on equipment transferred to a different zone during the term of this agreement will be adjusted to the applicable rate for the new zone. Milner must be notified of transfers of ownership and location

12. Applicable sales, use, or property taxes shall be assessed as prescribed by law.

13. Milner Document Products, Inc. makes no warranties, expressed or implied, for merchantability, fitness for a particular purpose, performance, condition, capacity, or otherwise, except as herein expressly set out.

14. Customer shall indemnify and save Milner Document Products, Inc. harmless from any and all liability, loss, damage, expense, cause of action, suits, claims for judgments arising from injury to person or property, resulting from or based on actual or alleged use, operation or transportation, of the equipment or its location or condition after it has been delivered to the customer by Milner Document Products, Inc.

15. Repair of damage, replacement of parts (due to other than normal wear), or repetitive service calls caused by the use of incompatible supplies, or service by anyone not duly authorized by Milner Document Products, Inc. is excluded from coverage and will be charged at the standard rates in effect at the time of service.

16. Upon agreement of the parties, additional equipment may be added to this agreement for the remaining term of the agreement. Customer agrees to pay the pro-rated portion of the basic maintenance charge and meter charge (if applicable) that are current at the time additional equipment is added.

17. This agreement excludes any network services and connectivity fees and charges after the initial installation. Network services and connectivity fees are billed at \$180.00 per hr with a 1 hr minimum. IT and network services contracts are available for an additional charge. Please contact Milner for more info.

18. Upon cancellation of this agreement, Milner may charge for any parts or supplies installed within the past 30 days. Customer has the option to return any unused items to avoid additional charges.



Ricoh Online System Configurator Tool

Choose a Model • Select Options • Save, Print or Email

RICOH
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Created By: **TOM TYLER** | Phone: 7708464941 | Email: ttyler@ecrvault.com

Your Configured RICOH IM 370F



*Note: The image is a photo realistic illustration of your selected configuration.

DIMENSIONS

WIDTH	DEPTH	HEIGHT
14.70in	19.40in	39.90in
(373mm)	(493mm)	(1,013mm)

Actual dimensions may vary. These are approximate only.

POWER CONSUMPTION (MAIN UNIT)

120 - 127V, 60Hz

Additional power requirements may apply.

Please read each option's description copy to see if additional power sources are needed.

Your Chosen Options

- IM 370F
- Paper Feed Unit PB1200TL
- Medium Cabinet Type A7
- Fax Memory Unit Type M54 64 MB



Ricoh Online System Configurator Tool

Choose a Model • Select Options • Save, Print or Email

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Main Unit

Item/Description	Item #	Power Requirements
IM 370F	423500	120 - 127V, 60Hz

Paper Tray & Optional Accessories

Item/Description	Item #	Power Requirements
Paper Feed Unit PB1200TL	423526	N/A
Medium Cabinet Type A7	52890	N/A

Fax Options

Item/Description	Item #	Power Requirements
Fax Memory Unit Type M54 64 MB	423520	N/A




Ricoh Online System Configurator Tool


Choose a Model • Select Options • Save, Print or Email

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Main Unit

Item/Description	Item #	Thumbnail
IM 370F <ul style="list-style-type: none">• Output Speed (Letter): 37 ppm• Average Monthly Volume: 1,700 impressions/month• Maximum Monthly Volume: 10,000 impressions/month• Power Requirements: 120 - 127V, 60Hz• Weight: 90.2 lbs. (41 kg)• W x D x H (inches): 14.7 x 19.4 x 25.2• W x D x H (mm): 373.38 x 492.76 x 640.08	423500	

Paper Tray & Optional Accessories

Item/Description	Item #	Thumbnail
Paper Feed Unit PB1200TL <p>A locking and label enhanced paper tray. Provides an additional 500 sheets. Paper sizes up to 8.5" x 11". Paper weights up to 16 lb. Bond/90 lb. Index. Weight: 17.6 lbs. (8 kg) W x D x H (inches): 14.7 x 19.4 x 4.9 W x D x H (mm): 373.38 x 492.76 x 124.46</p>	423526	

Medium Cabinet Type A7

Raises the height of the system while providing businesses with a convenient option for the storage of supplies and paper.

Can only be configured with either one or two optional paper feed units.

Weight: 16.6 lbs. (7.5 kg)

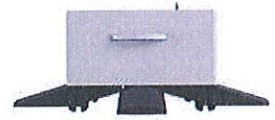
W x D x H (inches): 14.7 x 19.4 x 9.8

W x D x H (mm): 373.38 x 492.76 x 248.92

Note:

1. Medium Cabinet Type A7 cannot be installed with the base unit, three optional paper feed units, Caster Table Type A6 or High Cabinet Type A8.
2. Medium Cabinet Type A7 can only be installed when the system is configured with one or two optional paper feed units.

52890



Fax Options

Item/Description

Item #

Thumbnail

Fax Memory Unit Type M54 64 MB

Expansion memory provides additional 64 MB memory. Increases fax memory to 4,800 pages.

423520



Ricoh is committed to creating value for our customers through the production of top quality products, services and solutions that directly meet the needs of today's communication intensive business environments. As a result, we offer a range of Multifunction products with advanced scanning and printing software options that help boost productivity and improve workflow by enhancing the user experience. Visit [Ricoh-USA.com](https://www.ricoh-usa.com) for more information.

We offer a variety of services and solutions to meet diverse and challenging business needs. To find out more information, visit solutions.ricoh-usa.com

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Ricoh Online System Configurator Tool

Choose a Model • Select Options • Save, Print or Email

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Created By: **TOM TYLER** | Phone: 7708464941 | Email: ttyler@ecrvault.com

Your Configured RICOH IM C3010



*Note: The image is a photo realistic illustration of your selected configuration.

DIMENSIONS

WIDTH	DEPTH	HEIGHT
23.10in	27.60in	47.60in
(587mm)	(701mm)	(1,209mm)

Actual dimensions may vary. These are approximate only.

POWER CONSUMPTION (MAIN UNIT)

120V-127V, 60Hz

Additional power requirements may apply.

Please read each option's description copy to see if additional power sources are needed.

Your Chosen Options

- IM C3010
- Paper Feed Unit PB3320
- Internal Finisher SR3310 (500 sheet)
- Power Filter with Inrush, Surge and Noise Protection 120V/15A



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Choose a Model • Select Options • Save, Print or Email

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Main Unit

Item/Description	Item #	Power Requirements
IM C3010	419302	120V-127V, 60Hz

Paper Tray & Optional Accessories

Item/Description	Item #	Power Requirements
Paper Feed Unit PB3320	419365	N/A

Output & Finishing Options

Internal		
Item/Description	Item #	Power Requirements
Internal Finisher SR3310 (500 sheet)	419401	N/A

Security & Miscellaneous Accessories

Item/Description	Item #	Power Requirements
Power Filter with Inrush, Surge and Noise Protection 120V/15A	W1500-15-120	N/A




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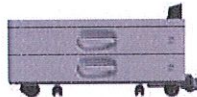
Choose a Model • Select Options • Save, Print or Email

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Main Unit

Item/Description	Item #	Thumbnail
IM C3010 <ul style="list-style-type: none">Output Speed (Letter): 30-ppmMaximum Monthly Volume: 20,000 impressions/month (Letter paper, 20 lb.)Power Requirements: 120V-127V, 60HzWeight: 218.9 lbs. (99.3 kg)W x D x H (inches): 23.1 x 27.6 x 37.9W x D x H (mm): 586.74 x 701.04 x 962.66 <p>Note:</p> <ol style="list-style-type: none">In order to complete a configuration, one of the following must be installed on the mainframe: Paper Feed Unit PB3320, LCIT PB3330 or Cabinet Type A5.This model has been Common Criteria certified.	419302	


Paper Tray & Optional Accessories


Item/Description	Item #	Thumbnail
Paper Feed Unit PB3320 <p>Provides an additional 1,100 sheets.</p> <p>Paper sizes from 5.5" x 8.5" to 12" x 18".</p> <p>Paper weights up to 80 lb./166 lb. Index (300 g/m²).</p> <p>Weight: 50.7 lbs. (23 kg)</p> <p>W x D x H (inches): 23.1 x 27 x 9.7</p> <p>W x D x H (mm): 586.74 x 685.8 x 246.38</p> <p>Note:</p> <p>Paper Feed Unit PB3320 cannot be installed with LCIT PB3330 or Cabinet Type A5.</p>	419365	

Output & Finishing Options

Internal

Item/Description	Item #	Thumbnail
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<p>Internal Finisher SR3310 (500 sheet)</p> <p>The 500-sheet Internal Finisher provides multi-position stapling and optional hole punching.</p> <p>Recommended for offices with limited floor space.</p> <p>Supports paper sizes up to 12" × 18".</p> <p>Weight: 28.2 lbs. (12.8 kg)</p> <p>W × D × H (inches): 21.5 × 20.6 × 6.7</p> <p>W × D × H (mm): 546.1 × 523.24 × 170.18</p> <p>Note: Internal Finisher SR3310 cannot be installed with Internal Multi-Fold Unit FD3020, Internal Shift Tray SH3090, Bridge Unit BU3100, Finisher SR3320, Booklet Finisher SR3330 or any related options.</p>	419401	
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Security & Miscellaneous Accessories		
Item/Description	Item #	Thumbnail
<p>Power Filter with Inrush, Surge and Noise Protection 120V/15A</p> <p>Designed to provide a higher level of noise filtering and surge protection for devices that employ more sensitive and complex electronic components.</p> <p>Our Advanced Technical Support (ATS) recommends the use of power protection products to minimize potential electrical interference with products.</p>	W1500-15-120	

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Created By: **TOM TYLER** | Phone: 7708464941 | Email: ttyler@ecrvault.com

Your Configured RICOH IM C4510



Your Chosen Options

- IM C4510
- Paper Feed Unit PB3320
- Finisher SR3320 (1,000 sheet)
- Bridge Unit BU3100
- Punch Unit PU3080 NA
- PostScript3 Unit Type M52
- Fax Option Type M52
- Power Filter with Inrush, Surge and Noise Protection 120V/15A

*Note: The image is a photo realistic illustration of your selected configuration.

DIMENSIONS

WIDTH	DEPTH	HEIGHT
45.70in	27.60in	47.60in
(1,161mm)	(701mm)	(1,209mm)

Actual dimensions may vary. These are approximate only.

POWER CONSUMPTION (MAIN UNIT)

120V-127V, 60Hz

Additional power requirements may apply.

Please read each option's description copy to see if additional power sources are needed.



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Main Unit

Item/Description	Item #	Power Requirements
IM C4510	419320	120V-127V, 60Hz

Paper Tray & Optional Accessories

Item/Description	Item #	Power Requirements
Paper Feed Unit PB3320	419365	N/A

Output & Finishing Options

External

Item/Description	Item #	Power Requirements
Finisher SR3320 (1,000 sheet)	419399	N/A
Bridge Unit BU3100	419381	N/A

Hole Punching Options

Item/Description	Item #	Power Requirements
Punch Unit PU3080 NA	418381	N/A

Print/Scan Options

Item/Description	Item #	Power Requirements
PostScript3 Unit Type M52	419416	N/A

Fax Options

Item/Description	Item #	Power Requirements
Fax Option Type M52	419423	N/A

Security & Miscellaneous Accessories

Item/Description	Item #	Power Requirements
Power Filter with Inrush, Surge and Noise Protection 120V/15A	W1500-15-120	N/A




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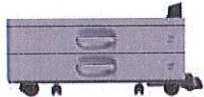
Choose a Model • Select Options • Save, Print or Email

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Main Unit

Item/Description	Item #	Thumbnail
IM C4510 <ul style="list-style-type: none">Output Speed (Letter): 45-ppmMaximum Monthly Volume: 50,000 impressions/month (Letter paper, 20 lb.)Power Requirements: 120V-127V, 60HzWeight: 222.2 lbs. (100.8 kg)W x D x H (inches): 23.1 x 27.6 x 37.9W x D x H (mm): 586.74 x 701.04 x 962.66 <p>Note:</p> <ol style="list-style-type: none">In order to complete a configuration, one of the following must be installed on the mainframe: Paper Feed Unit PB3320, LCIT PB3330 or Cabinet Type A5.This model has been Common Criteria certified.	419320	

Paper Tray & Optional Accessories

Item/Description	Item #	Thumbnail
Paper Feed Unit PB3320 <p>Provides an additional 1,100 sheets.</p> <p>Paper sizes from 5.5" x 8.5" to 12" x 18".</p> <p>Paper weights up to 80 lb./166 lb. Index (300 g/m²).</p> <p>Weight: 50.7 lbs. (23 kg)</p> <p>W x D x H (inches): 23.1 x 27 x 9.7</p> <p>W x D x H (mm): 586.74 x 685.8 x 246.38</p> <p>Note:</p> <p>Paper Feed Unit PB3320 cannot be installed with LCIT PB3330 or Cabinet Type A5.</p>	419365	

Output & Finishing Options

External

Item/Description	Item #	Thumbnail
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Finisher SR3320 (1,000 sheet)

1,000-sheet Finisher.

For offices that produce collated and stapled sets of documents, this finisher helps shorten production time. It offers 50-sheet, multi-position stapling, mixed sized stapling, optional hole punching and shift-sort collating, as well as a staple-less binding capability of up to 5 sheets.

Supports paper sizes up to 12" x 18".

Weight: 75 lbs. (34 kg)

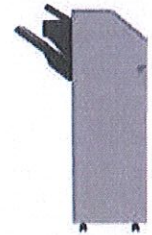
W x D x H (inches): 22.6 x 26.2 x 37.8

W x D x H (mm): 574.04 x 665.48 x 960.12

Note:

1. Bridge Unit BU3100 or Internal Multi-Fold Unit FD3020 must be installed to add this option.
2. Finisher SR3320 cannot be installed with Internal Shift Tray SH3090, Internal Finisher SR3310, Finisher SR3340, Booklet Finisher SR3330, Booklet Finisher SR3350 or any related options.

419399



Bridge Unit BU3100

A required accessory when the main unit is configured with an external finisher. The Bridge Unit transports pages from the standard exit area into a Finisher for inline stapling or hole punching.

Note:

1. Finisher SR3320, Finisher SR3340, Booklet Finisher SR3330 or Booklet Finisher SR3350 must be selected to add this option.
2. Bridge Unit BU3100 cannot be installed with Internal Finisher SR3310, Internal Multi-Fold Unit FD3020, Internal Shift Tray SH3090 or any related options.

419381



Hole Punching Options

Item/Description

Item #

Thumbnail

Punch Unit PU3080 NA

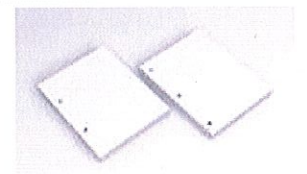
Optional hole punching for Finisher SR3320 or Booklet Finisher SR3330.

Supports paper sizes up to 11" x 17".

Note:

Finisher SR3320 or Booklet Finisher SR3330 must be selected to add this option.

418381



Print/Scan Options

Item/Description

Item #

Thumbnail

PostScript3 Unit Type M52

Genuine Adobe® PostScript®3™. Recommended for printing more complex color and PDF files.

The IM C4510 and IM C6010 come with standard PostScript3 Emulation and PDF Direct Print Emulation. This option is available for customers who require True Adobe® workflows like Photoshop®, Illustrator® and PDF/X as well as additional font support. When enabled on the MFP, the standard PostScript3 Emulation and PDF Direct Emulation will be disabled.

Note:

PostScript3 Unit Type M52 cannot be installed with Color Controller E-26C or any related options.

419416



Fax Options

Item/Description

Item #

Thumbnail

Fax Option Type M52

Installation required to enable fax services: 33.6 kbps, approximately 3 second transmission speed, standard JBIG and standard 320 Pages Memory. Includes standard Internet Fax (T.37), LAN Fax, IP-Fax (T.38), Fax Forwarding to Email & Paperless Fax function.

419423



Security & Miscellaneous Accessories

Item/Description

Item #

Thumbnail

Power Filter with Inrush, Surge and Noise Protection 120V/15A

Designed to provide a higher level of noise filtering and surge protection for devices that employ more sensitive and complex electronic components.

Our Advanced Technical Support (ATS) recommends the use of power protection products to minimize potential electrical interference with products.

W1500-
15-120



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