



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

MASTER AGREEMENT NO. \_\_\_\_\_

APPLICATION NO. \_\_\_\_\_

AGREEMENT/SCHEDULE NO. \_\_\_\_\_

**CUSTOMER ("YOU" or "YOUR")**

FULL LEGAL NAME: City Of Grand Junction

ADDRESS: 250 North 5th Street, Grand Junction, CO 81501

**MASTER AGREEMENT**

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

**DESCRIPTION OF EQUIPMENT, IMAGE ALLOWANCE AND EXCESS CHARGES**

| QTY   | TYPE, MAKE, MODEL NUMBER, AND INCLUDED ACCESSORIES | NOT FINANCED UNDER THIS AGREEMENT |  | BEGINNING METER READING |       | MONTHLY IMAGE ALLOWANCE |       | EXCESS PER IMAGE CHARGE (PLUS TAX) |          |
|---|--|-----------------------------------|--|-------------------------|-------|-------------------------|-------|------------------------------------|----------|
|   |  |                                   |  | B&W                     | COLOR | B&W                     | COLOR | B&W                                | COLOR    |
| 4   | Ricoh IMC6000-RS                                   |                                   |  |                         |       | 0                       | 0     | \$0.0065                           | \$0.0418 |
| 15  | Ricoh Finisher SR3260 (1000 Sheet)                 |                                   |  |                         |       |                         |       |                                    |          |
| 4   | Ricoh LCIT RT3040                                  |                                   |  |                         |       |                         |       |                                    |          |
| TOTAL CONSOLIDATED MONTHLY IMAGE ALLOWANCE AND EXCESS PER IMAGE CHARGES (IF CONSOLIDATED) |  |                                   |  |                         |       |                         |       |                                    |          |

EQUIPMENT LOCATION: \_\_\_\_\_

METER FREQUENCY: Monthly

SEE ATTACHED EQUIPMENT OR GROUP BILLING SCHEDULE

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

**TERM (CHECK ONE TERM OPTION)**

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

TERM IN MONTHS: 36 (APPLIES TO THIS SCHEDULE ONLY)

**PAYMENT (CHECK ONE TERM OPTION)**

MONTHLY BASE PAYMENT AMOUNT: \$4,808.00 (PLUS TAX) (INCLUDES AMOUNTS DUE UNDER THIS SCHEDULE ONLY)

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

**ADDITIONAL TERMS AND CONDITIONS**

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

**APPLICABLE TO GOVERNMENTAL ENTITIES ONLY**

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

**AGREEMENT**

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

**CUSTOMER'S AUTHORIZED SIGNATURE**

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

City Of Grand Junction

*Susan G Hyatt*  
SIGNATURE

Susan Hyatt Sr Buyer 2/20/2020  
PRINT NAME & TITLE DATE

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

Capital Business Systems Inc.

OWNER

SIGNATURE

PRINT NAME & TITLE

DATE

7052 Commerce Cir Ste 120, Cheyenne, WY 82007-1858

**CERTIFICATE OF DELIVERY AND ACCEPTANCE**

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

SIGNATURE: X

NAME AND TITLE:

DATE:

