

Lease Agreement



Customer: GRAND JUNCTION, CITY OF

Bill To: CITY OF GRAND JUNCTION
PURCHASING DEPT
250 N 5TH ST
GRAND JUNCTION, CO 81501-2668

Install: CITY OF GRAND JUNCTION
IT DEPT
250 N 5TH ST RM 272
GRAND JUNCTION, CO 81501-2668

Tax ID#: -

State or Local Government Negotiated Contract : 072470900

Solution

| Item | Product Description | Agreement Information | Trade Information | Requested Install Date |
|------|------------------------------------------------------------------------------------------------|-----------------------------------------------|-----------------------------------------------------------|------------------------|
| 1. | W7855PT (W7855PT TANDEM) - Office Finisher Lx - Customer Ed - Analyst Services | Lease Term: 36 months Purchase Option: FMV | - Xerox W7346P S/N LXW473628 Trade-In as of Payment 37 | 1/7/2014 |

Monthly Pricing

| Item | Lease Minimum Payment | Print Charges | | | Maintenance Plan Features |
|------------|--------------------------|-----------------------------------------------|-------------------------------|----------------------------------|---------------------------------------------------------------------------|
| | | Meter | Volume Band | Per Print Rate | |
| 1. W7855PT | \$232.40 | 1: BLACK 2: COLOR | All Prints 1 - 500 501+ | \$0.0055 Included \$0.0650 | - Consumable Supplies Included for all prints - Pricing Fixed for Term |
| Total | \$232.40 | Minimum Payments (Excluding Applicable Taxes) | | | |

Authorized Signature

Customer acknowledges receipt of the terms of this agreement which consists of 2 pages including this face page.

Signer: Nicholas Jones

Phone: (970)244-1533

Signature:

Nick Jones Buyer
City of Grand Junction Date: *12-16-13*

Thank You for your business!
This Agreement is proudly presented by Xerox and

Judy Finchum
(970)256-1005

For information on your Xerox Account, go to
www.xerox.com/AccountManagement



Terms and Conditions

INTRODUCTION:

1. NEGOTIATED CONTRACT. The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

GOVERNMENT TERMS:

2. REPRESENTATIONS & WARRANTIES. This provision is applicable to governmental entities only. You represent and warrant, as of the date of this Agreement, that: (1) you are a State or a fully constituted political subdivision or agency of the State in which you are located and are authorized to enter into, and carry out, your obligations under this Agreement and any other documents required to be delivered in connection with this Agreement (collectively, the "Documents"); (2) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection with this Agreement and the acquisition of the Products) and are valid, legal, binding agreements, enforceable in accordance with their terms; (3) the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body and hold the offices indicated below their signatures, each of which are genuine; (4) the Products are essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and will be used during the Term only by you and only to perform such function; and (5) your payment obligations under this Agreement constitute a current expense and not a debt under applicable state law and no provision of this Agreement constitutes a pledge of your tax or general revenues, and any provision that is so construed by a court of competent jurisdiction is void from the inception of this Agreement.

3. FUNDING. This provision is applicable to governmental entities only. You represent and warrant that all payments due and to become due during your current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the Products, and it is your intent to use the Products for the entire term of this Agreement and to make all payments required under this Agreement. If (1) through no action initiated by you, your legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources, and (2) you have made a reasonable but unsuccessful effort to find a creditworthy assignee acceptable to Xerox, in its sole discretion, within your general organization who can continue this Agreement, this Agreement may be terminated. To effect this termination,

you must, at least 30 days prior to the beginning of the fiscal year for which your legislative body does not appropriate funds, notify Xerox in writing that your legislative body failed to appropriate funds and that you have made the required effort to find an assignee. Your notice must be accompanied by payment of all sums then owed through the current fiscal year under this Agreement. You will return the Equipment, at your expense, to a location designated by Xerox and, when returned, the Equipment will be in good condition and free of all liens and encumbrances. You will then be released from any further payment obligations beyond those due for the current fiscal year (with Xerox retaining all sums paid to date).

PRICING PLAN/OFFERING SELECTED:

4. FIXED PRICING. If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

GENERAL TERMS & CONDITIONS:

5. REMOTE SERVICES. Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to Customer's network ("Remote Data") via electronic transmission to a secure off-site location ("Remote Data Access"). Remote Data Access also enables Xerox to transmit to Customer Releases for Software and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. Remote Data may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Data will be transmitted to and from Customer in a secure manner specified by Xerox. Remote Data Access will not allow Xerox to read, view or download the content of any Customer documents or other information residing on or passing through the Equipment or Customer's information management systems. Customer grants the right to Xerox, without charge, to conduct Remote Data Access for the purposes described above. Upon Xerox's request, Customer will provide contact information for Equipment such as name and address of Customer contact and IP and physical addresses/locations of Equipment. Customer will enable Remote Data Access via a method prescribed by Xerox, and Customer will provide reasonable assistance to allow Xerox to provide Remote Data Access. Unless Xerox deems Equipment incapable of Remote Data Access, Customer will ensure that Remote Data Access is maintained at all times Maintenance Services are being performed.

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| Item | Product Description | Agreement Information | Requested Install Date |
|----------------------------------------------------------------------------------------|---------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| 1. W7855PT (W7855PT TANDEM) S/N MX4337585 - Adding - 3-hole Punch(fin-lx) | | Lease Term: 33 months Purchase Option: FMV This agreement modifies the current Xerox Agreement 953640364 for W7855PT S/N MX4337585. Additional monthly cost: \$6.80 | 1/24/2014 |

Monthly Pricing

| Item | Lease Minimum Payment | Print Charges | | | Maintenance Plan Features |
|------------|--------------------------|-----------------------------------------------|--------------------------|----------------|---------------------------------------------------------------------------|
| | | Meter | Volume Band | Per Print Rate | |
| 1. W7855PT | \$239.20 | 1: BLACK 2: COLOR | All Prints All Prints | N/A N/A | - Consumable Supplies Included for all prints - Pricing Fixed for Term |
| Total | \$239.20 | Minimum Payments (Excluding Applicable Taxes) | | | |

Authorized Signature

Customer acknowledges receipt of the terms of this agreement which consists of 2 pages including this face page.

Signer: Nicholas Jones

Phone: (970)244-1533

Signature: *Nicholas Jones*

Buyer City of GJ

Date: *1-27-14*

Thank You for your business!
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Judy Finchum
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2. MODIFICATION OF PRIOR AGREEMENT. This Agreement modifies a prior agreement between you and Xerox for the Products identified as "Modifies Prior Agreement". The prior agreement will remain in effect except that any terms in this Agreement that conflict with or are additive to the prior agreement will control. You may be charged a one-time administrative/processing fee for the modification of a prior agreement.

GOVERNMENT TERMS:

3. REPRESENTATIONS & WARRANTIES. This provision is applicable to governmental entities only. You represent and warrant, as of the date of this Agreement, that: (1) you are a State or a fully constituted political subdivision or agency of the State in which you are located and are authorized to enter into, and carry out, your obligations under this Agreement and any other documents required to be delivered in connection with this Agreement (collectively, the "Documents"); (2) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection with this Agreement and the acquisition of the Products) and are valid, legal, binding agreements, enforceable in accordance with their terms; (3) the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body and hold the offices indicated below their signatures, each of which are genuine; (4) the Products are essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and will be used during the Term only by you and only to perform such function; and (5) your payment obligations under this Agreement constitute a current expense and not a debt under applicable state law and no provision of this Agreement constitutes a pledge of your tax or general revenues, and any provision that is so construed by a court of competent jurisdiction is void from the inception of this Agreement.

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