



# Sales Order Agreement

20117

Order ID #

GJ1721

OMD Account #

Customer Bill To		Customer Ship To			
Name City Of Grand Junction Purchasing		Name POLICE INVESTIGATIONS			
Address 250 N 5th St. Grand Junction, CO 81501		Address 625 Ute 2nd Floor Grand Junction, CO 81501			
Telephone # (970) 244-1513	Contact Name	Telephone # (970)	Contact Name		
Customer P.O Number	Date 03/30/2015	Terms	Requested Delivery Date		
QTY	Description	Item #	Unit Price	Total Amount	
1	Canon imageRUNNER ADVANCE C5250	5559B003AA			
1	Canon Cassette Feeding Unit-AD2	3654B007AA			
1	Canon PCL Printer Kit-AR1	5592B005AA			
1	Canon PS Printer Kit-AR1	5593B005AA			
1	Canon Staple Finisher-J1 (include Buffer Pass Unit-G1)	5587B002AA			
1	Canon External 2/3 Hole Puncher-B2	3660B006AA			
1	Canon Additional Memory Type D (512MB)	5595B001AA			
1	Canon Super G3 FAX Board-AE2	3675B012AA			
Surge Protector Installed? YES <input type="checkbox"/> NO <input type="checkbox"/> ID No. _____					
Trade-In Manufacturer		S/N or ID #	Model	Meter	Manuals/CDs
Trade-In Accessories		Supplies	Surge Protector		
SERVICE CONTRACT: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> INTEGRATION & SUPPORT AGREEMENT: YES <input type="checkbox"/> NO <input type="checkbox"/> IN-STOCK ITEM: YES <input type="checkbox"/> NO <input type="checkbox"/>					
Special Instructions/Terms			Sub Total		
LEASE TERMS: 36 months LEASE PAYMENT: \$250.00			Canon Stretch Your Dollars		
TOTAL CARE RENTAL PROGRAM. CAPITAL PICKS UP EQUIPMENT AT END OF			Buyout		
TERM. ALL B/W COPIES/PRINTS BILLED AT \$0.0065 EACH. ALL COLOR COPIES/			Delivery and Installation		
PRINTS BILLED AT \$0.045 EACH. COPIES/PRINTS INCLUDE MAINTENANCE			Network Integration		
AGREEMENT OF PARTS, LABOR AND TONER. EXCLUDES PAPER & STAPLES.			Final Sales Price (Amt Financed)		
			Misc		
			Sales Tax		
			Total		
			Cash Paid		
			Balance Owed		
TERMS		CUSTOMER ACCEPTANCE			
All equipment, accessories and/or supplies indicated above are purchased under Capital Business Systems, Inc. standard terms on reverse		Signature X <i>Nicholas C Jones</i>	Title Buyer		
Agreement Approved By:	Date: / / Capital Business Systems Executive Officer	Print Name <i>Nicholas C Jones</i>	Date Signed 3-30-2015		
		Sales Representative <i>Geoff</i>	Location		

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE REVERSE SIDE WHICH BY THIS REFERENCE ARE MADE A PART HEREOF

Corporate Offices: 7052 Commerce Circle, Cheyenne, WY 82007

Phone: 800-221-0604 Fax: 307-634-1200

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## GENERAL TERMS AND CONDITIONS

**PARTIES AND AGREEMENTS.** This Agreement is between Capital Business Systems, Inc. ("Company") and the Customer identified on the front of this Agreement ("Customer"). This Agreement consists of the terms on the face hereon and the general terms and conditions on the back. Title to said equipment shall remain with Company until the purchase price therefore is paid in full in cash. Upon full performance and observance by the Customer of all the terms and conditions hereof, at the times specified therefore, the title to said goods shall, without any further action on the part of the Company, be transferred to and vested in the Customer.

**1. ASSIGNMENT.** This Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, legal representatives, successors and assigns. Company reserves the right to sell, assign, transfer, or sublease the product or equipment on this Agreement. This Agreement may not be assigned or transferred by Customer without prior written approval from Company.

**2. WRITTEN MODIFICATION.** No variation or modification of this Agreement, whether by Customer's purchase order or otherwise, and no waiver of any of the provisions or conditions shall be binding unless in writing and signed by authorized agents of Company and Customer.

**3. ACCESS AND COOPERATION.** Customer shall grant to Company full and free access to the equipment to provide maintenance service and engineering changes as required.

**4. WAIVER.** The waiver of any breach or default under this Agreement by either party shall constitute a waiver only as to such particular breach or default and shall not constitute a waiver of any other breach or default. No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of a claim or right unless the waiver or renunciation is in writing and signed by an authorized agent of the aggrieved party.

**5. FORCE MAJEURE.** Company shall not be responsible for failure to render service due to causes beyond its reasonable control.

**6. ENTIRE AGREEMENT.** This Agreement supersedes and terminates any and all prior agreements, if any, whether written or oral, and all communications between the parties with respect to the product, which is the subject matter of this Agreement. Customer agrees that it has not relied on any representation, warranty or provision not explicitly stated in this Agreement, that no oral statement has been made to it that in any way tends to waive any of the terms or conditions of this Agreement, that this Agreement constitutes the final written expression of all terms of the Agreement, and it is a complete and exclusive statement of those terms. These terms and conditions shall prevail notwithstanding any additional or different terms and conditions of any purchase order or other document submitted by Customer in respect to the products and services to be provided hereunder.

**7. PRODUCT WARRANTY AND LIMITATION OF REMEDIES.** EXCEPT AS HEREINAFTER PROVIDED, COMPANY WARRANTS THAT ITS PRODUCTS WILL BE FREE OF DEFECTS IN MATERIAL AND WORKMANSHIP FOR A PERIOD ENDING 30 DAYS AFTER THE DATE OF ORIGINAL DELIVERY/INSTALLATION. IF ANY PRODUCT IS FOUND TO BE DEFECTIVE, CUSTOMER'S EXCLUSIVE REMEDY SHALL BE REPAIR OR REPLACEMENT OF ANY DEFECTIVE PRODUCT. THE WARRANTY HEREIN SHALL BE VOID AND OF NO EFFECT (i) IF THE PRODUCT IS NOT MAINTAINED AND OPERATED UNDER NORMAL CONDITIONS; OR (ii) IF THE PRODUCT INCORPORATES SPARE, REPLACEMENT OR SERVICE PARTS OTHER THAN THOSE SUPPLIED BY THE COMPANY, TO THE EXTENT THAT THE DEFECT OR DAMAGE COMPLAINED OF RESULTS FROM OR IS RELATED TO THE USE OF SUCH PARTS, OR (iii) IF THE DEFECT HAS NOT BEEN REPORTED TO COMPANY DURING THE WARRANTY PERIOD. THE WARRANTY MADE BY COMPANY HEREIN IS EXCLUSIVE AND IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTY (EXCEPT OF TITLE) ARISING OUT OF A COURSE OF DEALING, CUSTOM OR USAGE OR TRADE. COMPANY SHALL HAVE NO LIABILITY OR RESPONSIBILITY TO CUSTOMER OR ANY OTHER PERSON OR ENTITY WITH RESPECT TO ANY LIABILITY, LOSS OR DAMAGE CAUSED OR ALLEGED TO BE CAUSED DIRECTLY OR INDIRECTLY BY PRODUCT SUPPLIED BY COMPANY, INCLUDING, BUT NOT LIMITED TO, ANY INTERRUPTION OF SERVICE, LOSS OF BUSINESS OR ANTICIPATORY PROFITS OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OR OPERATION OF THE PRODUCT. IN NO EVENT SHALL COMPANY BE LIABLE FOR LOSS OF PROFITS, OR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY BREACH OF THIS AGREEMENT OR IN ANY MANNER ARISING OUT OF OR CONNECTED WITH RELEASE, USE OR ANTICIPATED USE OF THE PRODUCT.

**8. APPROVAL.** This order shall not be binding on Company until approved by an officer of Company.

**9. LATE CHARGES, COLLECTION, AND POSSESSION.** If any payments are not made when due, Customer agrees to pay a late charge of 1.5 percent per month on any unpaid amounts. In the event of breach of this Agreement, Company may, at its option, declare all sums due, or to become due under this Agreement for the unexpired term of the contract immediately due and payable and be discharged from any further obligations under this contract. All costs of enforcing this Agreement, including attorney's fees, shall be borne by Customer. In addition, if the Customer fails to make the aforesaid payment or payments in cash, or if the Customer shall petition for reorganization under the bankruptcy act or be adjudicated a bankruptcy, or if a receiver shall be appointed for the Customer's business, or if the Customer shall make an assignment for benefit of creditors, or if the Customer shall remove the equipment from his present premises without the written consent of the Company or should the Customer violate any of the other covenants hereof, by him to be kept or performed, then the Company either (1) may declare the entire sum remaining unpaid hereunder, including interest at 1.5 percent per month from date of invoice, to be immediately due and payable and elect to sue therefore, or (2) it may enter, with or without legal process and using such force as may be necessary, into or upon the premises where said goods, or any part thereof, may be, or is or are believed to be, and take possession thereof, and thereafter hold the same absolutely free from all claims of the Customer, and retain all payments made by the Customer hereunder as and for the reasonable rental of said goods and for the use, wear and tear thereof, or as much thereof as may be permitted by law; and the Customer for himself and his successors in interest hereby waives all claims and rights of action for trespass or damages by reason of such entry, taking of possession and removal of said product, and also waives so far as is consistent with public policy, the benefits of any statutes of the State that may conflict with the conditions of this order or with any causes of action hereby given. Where action shall be taken hereunder by the Company through an attorney the Customer agrees to pay all attorney and associated legal fees.

**10. BINDING CONTRACT.** This shall become a binding contract when (but not before) either (a) it has been accepted by the Company and signed by an officer at its executive office, or (b) the equipment has been delivered, or has left the Company's place of business for delivery by the Company to the Customer, with or without acceptance in writing hereon by a local representative of the Company. Notice of acceptance by the Company is hereby waived by the Customer. The Customer hereby acknowledges receipt of a true and complete copy of this instrument.

**11. LIMITATION OF LIABILITY.** Without limiting any of the provisions of this Agreement, the company shall not be liable to the customer, for any actual, incidental, consequential or other damage or loss of profit arising from or related to any defect in any product, failure to promptly ship or deliver products, or for any claim, loss, damage or liability, cost or expense arising from or in connection with or relating to any of the foregoing. Company's liability for breach of or default under any provision of this Agreement shall not exceed the purchase price paid or payable by customer to company for the products involved. Customer shall indemnify and hold harmless Company against any and all claims, demands, liabilities, losses, damages, and expenses including, without limitation, attorneys' fees incurred by Company, arising out of or in connection with the acts and omissions of Customer.

**12. RETURN/CANCELLATION.** Return or cancellation of sales Agreement, for any reason, will be assessed a 25% restocking fee.



APPLICATION NO.

CONTRACT NO.

### Total Care Agreement

This document is written in "Plain English". The words you and your refer to the customer. The words, Owner, we, us and our refer to Capital Business Systems, Inc.

#### 1. CUSTOMER.

LEGAL NAME OF BUSINESS City Of Grand Junction Purchasing		ADDRESS 250 N 5th St.	
CITY Grand Junction	STATE CO	ZIP 81501	Phone (970) 244-1513
TYPE OF BUSINESS <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship		NUMBER OF YEARS IN BUSINESS	FEDERAL TAX I.D. #

#### 2. SPECIFY EQUIPMENT/LEASE TERM.

Make/Model/Accessories	Serial #	Term	Monthly Payment*	Copies Included	Additional Copies to be billed @*	Starting Meter
1. imageRUNNER ADVANCE C5250		36month	\$250.00	0 B/W	\$0.0065	
2.				0 COLOR	\$0.045	
3.						
4.						
5.						

\*plus applicable taxes

Security Deposit \$ 0 (plus applicable taxes) Check One:  Consolidated with Detail  Consolidated  Itemized Schedule A

You will have the following options at the end of the original term, provided the Lease has not terminated early and no event of default under the Lease has occurred and is continuing:

1. Purchase the Equipment for the \_FMV\_ (if no purchase option is entered, the Fair Market Value will be your end of lease option)
2. Renew the Lease per paragraph 1.
3. Return Equipment as provided in Paragraph 6.

#### 3. PROVIDE US WITH SOME BASIC INFORMATION.

NAME OF PRINCIPAL	SOCIAL SECURITY #	PERCENTAGE OWNERSHIP OF BUSINESS		
HOME ADDRESS	CITY	STATE	ZIP	PHONE
PRESENT BANK	ACCOUNT #	BANK CONTACT	PHONE	
TRADE REFERENCE 1	CITY/STATE		PHONE	
TRADE REFERENCE 2	CITY/STATE		PHONE	

#### 4. SIGN THE LEASE ACCEPTANCE.

**THIS IS A NON-CANCELABLE / IRREVOCABLE LEASE. THIS LEASE CANNOT BE CANCELED OR TERMINATED.**

By signing below, you acknowledge and accept all terms and conditions on the back of this agreement and hereby authorize your banks, trade references, credit bureaus, and financial institutions to release personal and business credit information via fax or over the phone to Capital Business Systems, Inc. for purposes of reviewing this application for business credit.

X 

COMPANY NAME

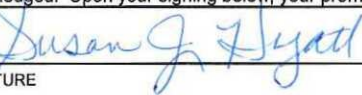
SIGNATURE

TITLE

DATE

#### 5. SIGN THE DELIVERY AND ACCEPTANCE.

You certify that all the equipment listed above has been furnished, that delivery and installation has been fully completed and satisfactory. Further, all conditions and terms of this Agreement have been reviewed and acknowledged. Upon your signing below, your promises herein will be irrevocable and unconditional in all respects.

X 

DATE OF DELIVERY

SIGNATURE

TITLE

#### 6. SIGN THE GUARANTY. (Please do not include title)

As additional inducement for us to enter into the Agreement, the undersigned ("you") Unconditionally, jointly and severally, personally guarantees that the customer will make all the payments and meet all obligations required under this Agreement and any supplements fully and promptly. You agree that we may make other arrangements including compromise or settlement with the customer and you waive all defenses and notice of those changes and will remain responsible for the payments and obligations of this agreement. We do not have to notify you if the customer is in default. If the customer defaults, you will immediately pay in accordance with the default provision of the agreement all sums due under the terms of the Agreement and will perform all the obligations of the Agreement. If it is Necessary for us to proceed legally to enforce this guarantee, you expressly consent to the jurisdiction of the court set out in paragraph 15 and agree to pay all costs, including attorneys fees incurred in enforcement of this guaranty. It is not necessary for us to proceed first against the customer before enforcing this guaranty. By signing this guaranty, you authorize us to obtain credit bureau reports for credit and collection purposes. EACH OF THE UNDERSIGNED WAIVES ANY RIGHT TO A TRIAL BY JURY.

X 

PRINT NAME OF GUARANTOR

SIGNATURE

DATE

Capital Business Systems, Inc. (for internal use only)

OWNER: Capital Business Systems, Inc.

TITLE:

DATE:

1. LEASE AGREEMENT: You agree to lease from us the personal property described under "MAKE/MODEL/ACCESSORIES" and as modified by supplements to this Master Agreement from time to time signed by you and us (such property and any upgrades, replacements, repairs and additions referred to as "Equipment") for business purposes only. You agree to all of the terms and conditions contained in this Agreement and any supplement, which together are a complete statement of our Agreement regarding the listed equipment ("Agreement") and supersedes any purchase order or outstanding invoice. This Agreement may be modified only by written agreement and not by course of performance. You authorize us to insert in this Agreement serial numbers and other identification about the Equipment, as well as other omitted factual matters. This Agreement becomes valid upon execution by us and will begin on the rent commencement date shown and will continue from the first day of the following month for the number of consecutive months shown. The term will be extended automatically for successive 12 month terms unless you send us written notice you do not want it renewed at least thirty (30) days before the end of any term. Leases with \$1.00 purchase options will not be renewed. THE BASE RENTAL PAYMENT SHALL BE ADJUSTED PROPORTIONATELY UPWARD OR DOWNWARD, IF THE ACTUAL COST OF THE EQUIPMENT EXCEEDS OR IS LESS THAN THE ESTIMATE PROVIDED TO LESSEE. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others. You authorize us to insert or correct missing information on this lease including your proper legal name, serial numbers and any other numbers describing the Equipment. The original of this Agreement shall be that copy which bears a facsimile or original of your signature and which bears our original signature.

2. RENT: Rent will be payable in installments, each in the amount of the basic rental payment shown plus any applicable sales, use or property tax. If we pay any tax on your behalf, you agree to reimburse us promptly along with a processing fee. You will pay the security deposit on the date you sign this Agreement. Subsequent installments will be payable on the first day of each rental payment period shown beginning after the first rental payment period or as otherwise agreed. We will have the right to apply all sums received from you to any amounts due and owed to us under the terms of this Agreement.

3. MAINTENANCE AND SUPPLIES: The charges established by this Agreement include payment for the use of the designated Equipment and accessories, maintenance (during normal business hours); inspection, adjustment, parts replacement, drums and cleaning material required for the proper operation, as well as toner and developer. Paper and staples must be separately purchased by you. If necessary, the service and supply portion of this Agreement may be assigned.

4. OWNERSHIP OF EQUIPMENT: We are the owner of the equipment and have sole title to the equipment (excluding software). You agree to keep the equipment free and clear of all liens and claims.

5. WARRANTY DISCLAIMER: WE MAKE NO WARRANTY THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE, EXCEPT THOSE SPECIFIED IN THE MANUFACTURERS GUIDELINES. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US.

6. LOCATION OF EQUIPMENT: You will keep and use the equipment only at your address shown above and you agree not to move it unless we agree to it. At the end of the Agreement's term, you will return the Equipment to a location we specify at your expense, in retail resalable condition, full working order, and in complete repair.

7. LOSS OR DAMAGE: You are responsible for the risk of loss or for any destruction of or damage to the equipment. No such loss or damage relieves you from the payment obligations under this Agreement. You agree to promptly notify us in writing of any loss or damage and you will then pay to us the present value of the total of all unpaid lease payments for the full lease term plus the estimated fair market value of the Equipment at the end of the originally scheduled term, all discounted at six percent (6%) per year. Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage.

8. INSURANCE/COLLATERAL PROTECTION. You agree (a) to keep the Equipment fully insured through a carrier acceptable to us against loss at its replacement cost, with us named as loss payee; (b) to maintain comprehensive public liability insurance acceptable to us; (c) to provide proof of insurance satisfactory to us no later than thirty (30) days following the commencement of this Agreement (or at commencement if we so elect), and thereafter upon our written request; (d) if you fail to obtain and maintain property loss insurance satisfactory to us and/or you fail to provide proof of such insurance to us within thirty (30) days of the commencement of the Agreement (or at commencement if we so elect), we have the option, but not the obligation, to do as provided in either (A) or (B) as follows, of the following paragraphs as determined in our discretion: (A) We may secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we place insurance on the Equipment, we will not name you as an insured and your interests may not be fully protected. If we secure insurance on the Equipment, you will pay us an amount for the premium which may be higher than the premium that you would pay if you placed the insurance independently and may result in a profit to us through an investment in reinsurance. Any insurance proceeds received will be applied, at our option, (i) to repair, restore or replace the Equipment, or (ii) to pay us the remaining balance of the Agreement plus our estimated residual value, both discounted at 6% per year, provided we elect to apply this Subsection A. (B) We may bill you and you shall pay us a property damage surcharge of up to .0035 of the total stream of payments as a result of our administrative costs, credit risk or other costs. We may make a profit on this program. Provided you are current in paying the property damage surcharge and all other obligations under this Agreement at the time of a loss (intentional acts are not included), the remaining balance owed on this Agreement will be forgiven, provided we elected to apply this subparagraph B. You must be current in all your obligations to benefit from this program. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF YOUR OBLIGATION TO MAINTAIN LIABILITY INSURANCE COVERING THE EQUIPMENT.

9. INDEMNITY: We are not responsible for any loss or injuries caused by the installation or use of the equipment. You agree to hold us harmless and reimburse us for loss and to defend us against any claim for losses or injury caused by the Equipment.

10. TAXES AND FEES: You agree to pay when invoiced all taxes (including personal property tax, fines and penalties) and fees relating to this Agreement or the Equipment. You agree to (a) reimburse us annually for all personal property taxes which we are required to pay as Owner of the Equipment or to remit to us each month our estimate of the monthly equivalent of the annual property taxes to be assessed. We will file all personal property, use or other tax return and you agree to pay us a processing fee for making such filings. In addition you agree to pay us any filing fees prescribed by the Uniform Commercial Code (UCC) or other law and reimburse us for all costs and expenses involved in documenting and servicing this transaction. You further agree to pay us \$69.50 on the date the first lease payment is due as an origination fee. We reserve the right to charge a fee upon termination of this agreement, either by Trade-up, Buy-out or Default.

11. ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT. We may sell, assign, or transfer this Agreement without notice. 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 rights of the new owner will not be subject to any claims, defenses, or set offs that you may have against us.

12. DEFAULT AND REMEDIES: If you do not pay any lease payment or other sum due to us or other party when due or if you break any of your promises in the Agreement or any other agreement with us, you will be in default. If any part of a payment is late, you agree to pay a late charge of 15% of the payment which is late or if less, the maximum charge allowed by law. If you are ever in default, we may retain your security deposit and at our option, we can terminate or cancel this Agreement and require that you pay (1) the unpaid balance of this Agreement (discounted at 8%); (2) the amount of any purchase option and if none is specified, 20% of the original equipment cost which represents our anticipated residual value in the equipment; (3) and return the equipment to us to a location designated by us. We may recover interest on any unpaid balance at the rate of 8% per annum. We may also use any of the remedies available to us under Article 2A of the Uniform Commercial Code as enacted in the State of Owner or any other law. If we refer this Agreement to an attorney for collection, you agree to pay our reasonable attorney's fees and actual court costs. If we have to take possession of the equipment, you agree to pay the cost of repossession. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR ANY DEFAULT BY US UNDER THIS AGREEMENT. You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. It is further agreed that your rights and remedies are governed exclusively by this Agreement and you waive lessee's rights under Article 2A (508-522) of the UCC.

13. UCC FILINGS: You grant us a security interest in the equipment if this agreement is deemed a secured transaction and you authorize us to record a UCC-1 financing statement or similar instrument, and appoint us your attorney-in-fact to execute and deliver such instrument, in order to show our interest in the equipment.

14. SECURITY DEPOSIT: The security deposit is non interest bearing and is to secure your performance under this Agreement. Any security deposit made may be applied by us to satisfy any amount owed by you, in which event you will promptly restore the security deposit to its full amount as set forth above. If all conditions herein are fully complied with and provided you have not ever been in default of this Agreement per paragraph 12, the security deposit will be refunded to you after the return of the equipment in accordance with paragraph 6.

15. GOVERNING LAW, CONSENT TO JURISDICTION AND VENUE OF LITIGATION. This Agreement and each Schedule shall be governed by the internal laws for the state in which Owner's or, if assigned, the assignee's principal corporate offices are located. IF THIS AGREEMENT IS ASSIGNED, YOU AGREE THAT ANY DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT WILL BE ADJUDICATED IN THE FEDERAL OR STATE COURT WHERE THE ASSIGNEE'S CORPORATE HEADQUARTERS IS LOCATED AND WILL BE GOVERNED BY THE LAWS OF THAT STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN THAT COURT AND WAIVE ANY RIGHT TO TRANSFER VENUE. EACH PARTY WAIVES ANY RIGHT TO A TRIAL BY JURY.

16. OVERAGES AND COST ADJUSTMENTS: You agree to comply with any billing procedures designated by us, including notifying us of the meter reading at the end of each month. At the end of the first year of this Agreement and once each successive twelve month period, we may increase the base usage payment and the overage charge by a maximum of 15% of the existing charge.

17. TRANSITION BILLING: In order to facilitate an orderly transition, including installation and training, and to provide a uniform billing cycle, the "Effective Date" of this Agreement will be the fifteenth (15th) day of the month following installation. Customer agrees to pay a prorated amount for the period between the installation date and the Effective Date. This payment for the transition period will be based on the base minimum usage payment prorated on a 30 day calendar month and will be added to the Customer's first invoice.

**FOR MUNICIPALITIES ONLY**

18-A. CUSTOMER COVENANTS: the Customer covenants and warrants that (1) it has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the payments scheduled to come due and to meet its obligations under the Agreement and such funds have not been expended for other purposes; and (2) that there is no action, suit, proceeding or investigation pending, or threatened in any court or other tribunal or competent jurisdiction, state or federal or before any public board or body, which in any way would (a) restrain or enjoin the delivery of the Agreement or the ability of the Customer to make its Base Payments (as set out above); (b) contest or affect the authority for the execution or delivery of, or the validity of, the Agreement; or (c) contest the existence and powers of the Customer; nor is there any basis for any such action, suit, proceeding or investigation; and (3) That the equipment will be operated and controlled by the Customer and will be used for essential government purposes and will be essential for the term of the Agreement.

(4) Customer has not previously terminated a lease for non-appropriation, except as specifically described in a letter appended hereto.

18-B. SIGNATURES: Each signor (two if monthly payment exceeds \$1,200) warrants that he/she is fully conversant with the governing relevant legal and regulatory provisions and has full power and authorization to bind Customer. Signor(s) for Customer further warrant(s) its governing body has taken the necessary steps; including any legal bid requirements, under applicable law to arrange for acquisition of the Equipment; the approval and execution has been in accordance with all applicable open meeting laws; and that a resolution of the governing body of Customer authorizing execution of the Agreement has been duly adopted and remains in full force and effect.

18-C. NON APPROPRIATION: In the event Customer is in default under the Agreement because:

1. Funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all of Customer's obligations under the Agreement during said fiscal period;

2. Such non-appropriation did not result from any act or failure to act of customer;

3. Customer has exhausted all funds legally available for all payment due under the Agreement; and

4. There is no other legal procedure by which payment can be made to Owner.

Then, provided that (a) Customer has given Owner written notice of the occurrence of paragraph 1 above thirty (30) days prior to such occurrence; (b) Owner has received a written opinion from Customer's counsel verifying the same within ten (10) days thereafter; and (c) the Customer does not directly or indirectly purchase, lease or in any way acquire any services or equipment supplied or provided for hereunder; upon receipt of the equipment delivered to a location designated by Owner, at Customer's expense, Owner's remedies for such default shall be to terminate the Lease at the end of the fiscal period during which notice is given; retain the advance payments, if any; and/or sell, dispose of, hold, use or rent the equipment as Owner in its sole discretion may desire, without any duty to account to Customer.

**X**

DATED

CUSTOMER

SIGNATURE

TITLE



**CAPITAL BUSINESS SYSTEMS**  
**Maintenance & Supply Agreement**

1. This agreement shall become binding when it has been accepted by a Capital Business Systems manager or his/her designee, provided however, that if there are modifications to this agreement, or pricing not standard with the authorized published price schedule, this Agreement will not be valid until it has been accepted in writing by the signature of an authorized representative at the Corporate Facility. In such case, this is the sole and exclusive manner of acceptance. Any other promise or act, including a promise to perform service or the performance of service shall not constitute acceptance of this Agreement.
2. Maintenance Agreement Base Rate charges may be payable in advance. Copy charges, if any, will be invoiced in arrears depending on billing cycle. We reserve the right to increase cost of contract on an annual basis.
3. This agreement does not cover software and driver support. Service calls required due to issues related to software, computers or connectivity are at standard service rates then in effect.
4. Stated yields in #5 are based on manufacturer suggested yields for letter size copies/prints. At the end of each annual period or billing cycle, the customer will be billed for any supplies used in excess of that required based on yields stated in #5.
5. All service calls under this Agreement will be made by Capital Business Systems during normal business hours on the equipment described on the face hereof. If service at time other than during Capital Business Systems normal business hours is furnished upon customer's request, customer will be charged at established rate for labor and travel then in effect.
6. The transfer of equipment covered by this Agreement to a location outside our normal servicing area will exclude it from this Agreement. Under these conditions, the contract will automatically be cancelled and no refunds given to the customer. The charges on machines transferred to a different zone with the normal servicing area during the term of this Agreement will be adjusted to the applicable rate for the new zone.
7. This Agreement shall not apply to service repairs or parts replacement made necessary by accident, misuse (including failure to follow the manufacturer's published operating manual), abuse (including operating product in a dirty, dusty or such environment that creates premature parts failure), neglect, theft, riot, vandalism, lightning, electrical power failure, fire, water or other casualty, or repairs made necessary as a result of either service by personnel other than Capital Business Systems personnel or the use of supplies other than supplies provided by Capital Business Systems. Separate charges for repairs or parts replacements due to the foregoing shall be borne by the customer, at Capital Business Systems established rates for parts and labor then in effect.
8. This Agreement may not be assigned or transferred by the customer to any party.
9. This Agreement does not include applicable taxes. All taxes levied or imposed, now or hereafter, by any governmental authority, shall be paid by the customer in accordance with law.
10. This Agreement supersedes any and all prior oral or written maintenance agreements between the parties, and constitutes the entire Agreement between the customer and Capital Business Systems with respect to the service to be provided hereunder.
11. This Agreement shall remain in full force and effect for the coverage period noted on the face hereof. Customer's obligation to pay all charges which have accrued shall survive any termination of this Agreement.
12. At the expiration of the original or any renewal term, this Agreement, with all of its terms, covenants and conditions, including the paragraph, shall be deemed to have automatically renewed annually, except for the base rate charges, and copy/master charges, which will be set at established rates then in effect, unless either party has given a thirty (30) days prior written notice to the other of its intention to terminate this Agreement as of the end of such term. No refunds will be made if this contract is cancelled prior to the original term or any renewal term thereafter.
13. Upon termination of this contract, the customer agrees to return unused supplies such as toner, toner bags, ink, and masters, which were provided at no charge. If for any reason the customer does not return these items, customer agrees to pay based on pricing yields indicated on the reverse side.
14. We have the right to deny performing service and/or supplying any products under the terms of this Agreement if customer does not keep their account current according to standard terms. On all past due accounts, a service charge of 1½% per month will be charged to the customer's account until paid in full.
15. Under this Agreement, our 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 strictly limited to that imposed by law and there is no contract imposing any greater degree of liability.
16. Title to all supplies furnished hereunder including toner, toner, bags, ink, and masters remain with Capital Business Systems until said supplies are consumed by the consumer to the extent they may not be further utilized.
17. Customer shall pay all costs in the collection of any amount due hereunder in the recovery of any property pursuant hereto or in the enforcement of its rights against customer, including reasonable attorney fees whether or not suit be brought.
18. Capital Business Systems agrees to furnish all supplies as indicated on the reverse side of this contract in quantities as usage history dictates. Customer is responsible for requesting additional supplies as needed.
19. Should the customer elect to trade in the equipment listed on the face of this Agreement for a new product sold by Capital Business Systems, the unused portion of this contract will be transferred to and credited against a similar maintenance agreement on the new product purchased.
20. The customer agrees to use the supplies provided at "no charge" on the appropriate machine(s) as indicated on the reverse side of this contract. The customer agrees not to take designated supplies from one machine to be used in another where supplies are not included as part of the maintenance agreement. Should any operator remove supplies from one machine to be used in another, the customer agrees to purchase additional supplies from Capital Business Systems, as outlined in this Agreement.
21. The customer agrees to replace any supply type items as a result of carelessness on the part of the operator, accidents, fire, theft, abuse, lost or misplaced supplies. Any replacement of supplies as a result of the foregoing must be purchased by the customer as outlined in this Agreement.
22. When the service department's opinion, shop reconditioning or work beyond the scope of this Agreement is required; a cost estimate will be submitted for such work. If such work is authorized by the customer, a separate invoice will be rendered therefore.
23. If parts, supplies or training are discontinued by the manufacture of this product or no longer available this contract will be cancelled and the remaining time left on the contract will be prorated to the customer and refunded and the contract terminated at that time. Capital Business Systems has no further obligation at that time.

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Name

Title

Date Approved

