## SUPPLEMENT

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CUSTOM	ER ("you" or "your")	YANG CHENT TO	10.10					7,000
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If this Supp between Custome preprinted terms in provision in this So	olement relates to equipment not subject to the Master Agreement (i er and Owner with respect to the equipment referenced herein, sepr in the Master Agreement) and agrees this Supplement shall commer upplement shall control.	arate and distinct from the M nce on the date of Owner's a	aster Agreemer cceptance. If a	nt. Customer agre ny provision in this	es to be bound by Supplement conf	r the terms of this Nicts with a provis	Supplement (vi ion in the Maste	which includes the er Agreement, the
forth above as of t	plement relates to equipment subject to the Master Agreement (i.e. the date Owner accepts this Supplement. Except as specifically modi	replaced or removed equipm fied by this Supplement, all o	ient and/or pay ther terms and	ment modifications conditions of the N	s), ihe Masier Agr Nasier Agreement	reement shall be i remain in full forc	modified or sup e and effect.	plemented as set
CUSTOM	ER'S AUTHORIZED SIGNATURE	nerten a se	E THE IS					DC SALVE
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UNCONDI	TIONAL GUARANTY		TEN A	O'B' TOUT			1000	
The undersigned,	jointly and severally if more than one, unconditionally guarantee(s)	that the Customer will timely	perform all ob	ligations under thi	s Supplement. Th	e undersigned als	so waive(s) any	notification if the
	ault and consent(s) to any extensions or modifications granted to the Owner's assignee to proceed against Customer or any other party							
personal jurisdictio	in, venue, and choice of law as stated in the Master Agreement, agreement, agreement, agreement agreement agreement agreement agreement agreement.	ree(s) to pay all costs and ex						
uns Supplement, W		Jacon reports,						
SIGNATURE:	X	INDIVIDUAL:				DA	TE;	
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THE RESERVE AND ADDRESS OF THE PARTY.	ATE OF DELIVERY AND ACCEPTANG  by certifies that all the equipment referenced herein: 1) has been rec		ed and 2) in file	ly operational and	usconditionally	cented		
THE COSTONIER NEIG	16.10	coved, installed, and inspect	ou, and z) is ful	y operaconal and	unconditionally ac	cohieu.		
SIGNATURE:	X	NAME & TITLE:				DA	TE:	



## Page Management Agreement

APPLICA	TION NO

CONTRACT NO 1049459

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eliminate confusing language and create a simple, easy-to-read document.	customer. The words Owner, we, us and our refer to All C	copy Products, Inc. Every attempt has been made to
CUSTOMER INFORMATION [Full Legal Name	Street Address	HINGER MARKANINA SALAKE
City of Grand Junction	200 0000 (1	suite No.
City State	Zip Phone	Fax
Billing Name (If different from above)	501 970 - 244 - 153 Billing Address	Suite No.
Same	Lane	
City State	Zip Email	
Equipment Location (If different from above)	- nickj@gjc	14.009
Fire Administration 625 Ute	Avenue GI, CO.	81501
MAKE/MODEL NO./ACCESSORIES	QTY SERIAL NO.	STARTING METER
Sharp MX5141N*		
* Agreement contingent on Custon	ners	
IT Division's approvat		
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Separate Monthly Maintenance	AGREEMENT PAYMENT AMOUNT	SECURITY DEPOSIT
2/ 36	Payments of \$ 250.22	1 1/1
Term in Months	(Plus Applicable Taxes)  R Payment Period is Monthly Unless Otherwise Indicated	\$ / V / (Plus Applicable Taxes)
Payment includes 2,500 B&W images per month	Excess images billed	@ \$0.005 per B&W image
Payment includes	Excess images billed	@ #O, O45 per Color image
Payment includes <u>Unlimited</u> scans per month	Excess images billed	@
All Secure Privacy Protection Number of Device:  Initials: Accept Decline	(applicable charges will be billed in addition to the	8.00 per Device Per Month
END OF AGREEMENT OPTIONS: You will have the following options at the end of the original terr		
Purchase the Equipment at Fair Market Value 2. Renew the Agreement per Paragraph 1. 3.  THIS IS A NONCANCELABLE / IRREVOC	Return Equipment as provided in Paragraph 6. ABLE AGREEMENT, THIS AGREEMENT CANNOT BE CANCELED O	R TERMINATED.
OWNER ACCEPTANCE		
All Copy Products, Inc.		
	Signature	Title
Dated Owner :		
Dated Owner  CUSTOMER ACCEPTANCE	W.11 1 1	0
CUSTOMER ACCEPTANCE  City of Grand Junction	x Nilly 2 ]	Buyer
CUSTOMER ACCEPTANCE  City of Grand Junction	x Mily 2 2	Buyer
Dated Owner  CUSTOMER ACCEPTANCE  City of Grand Junction  Customer  84-6000-592  Federal Tax 10#	x Mily 2 2	Buyer
Dated Owner  CUSTOMER ACCEPTANCE  City of Grand Junction  Custome  SH - 6000 - 592  Federal Tax ID#  GUARANTY  As additional inducement for us to enter into the Agreement, the undersigned ('you') unconditionally	X Nill Z J Signature  Print Name  , jointly and severally, personally guarantees that the customer will make	Title
Dated Owner  CUSTOMER ACCEPTANCE  City of Grand Junction  Customer  SH - 6000 - 592  Federal Tax ID#  GUARANTY  As additional inducement for us to enter into the Agreement, the undersigned ("you") unconditionally any supplements full and promptly. You agree that we may make other arrangements including combigations of this Agreement. We do not have to notify you if the customer is in default. If the customer	X NULL 2 June Signature  Print Name  , jointly and severally, personally guarantees that the customer will make promise or settlement with the customer and you valve all defenses are in in defaults, you will immediately pay in accordance with the defau	Title  all payments and meet all obligations required under this Agreement and d notice of those changes and will remain responsible for the payment and It provision of the Agreement all sums due under the terms of the
Dated Owner  CUSTOMER ACCEPTANCE  City of Grand Junction  Custome  SH - 6000 - 592  Federal Tax ID#  GUARANTY  As additional inducement for us to enter into the Agreement, the undersigned ('you'') unconditionally any supplements full and promptly. You agree that we may make other arrangements including com	ignature  Print Name  , jointly and severally, personally guarantees that the customer will make promise or seltlement with the customer and you waive all defenses an mer is in defaults, you will immediately pay in accordance with the defau legally to enforce this guaranty, you expressly consent to the jurisdiction.	Title  all payments and meet all obligations required under this Agreement and d notice of those changes and will remain responsible for the payment and it provision of the Agreement all sums due under the terms of the of the court set out in Paragraph 15 and agree to pay all costs, including
Dated Owner  CUSTOMER ACCEPTANCE  City of Grand Junction  Custome  Standard Custome  Custome  Standard	ignature  Print Name  , jointly and severally, personally guarantees that the customer will make promise or seltlement with the customer and you waive all defenses an mer is in defaults, you will immediately pay in accordance with the defau legally to enforce this guaranty, you expressly consent to the jurisdiction.	Title  all payments and meet all obligations required under this Agreement and d notice of those changes and will remain responsible for the payment and it provision of the Agreement all sums due under the terms of the of the court set out in Paragraph 15 and agree to pay all costs, including
Dated Owner  CUSTOMER ACCEPTANCE  City of Grand Junction  Custome  3 4 - 6000 - 592  Federal Tax ID#  GUARANTY  As additional inducement for us to enter into the Agreement, the undersigned ('you') unconditionally any supplements full and promptly. You agree that we may make other arrangements including combigations of this Agreement and will perform all the obligations of the Agreement. If it is necessary for us to proceed altorneys fees incurred in the enforcement of this guaranty. It is not necessary for us to proceed first collection purposes.	ignature  Print Name  , jointly and severally, personally guarantees that the customer will make promise or seltlement with the customer and you waive all defenses an mer is in defaults, you will immediately pay in accordance with the defau legally to enforce this guaranty, you expressly consent to the jurisdiction.	Title  all payments and meet all obligations required under this Agreement and d notice of those changes and will remain responsible for the payment and it provision of the Agreement all sums due under the terms of the of the court set out in Paragraph 15 and agree to pay all costs, including

## ALL COPY PRODUCTS PAGE MANAGEMENT AGREEMENT TERMS & CONDITIONS

- 1. AGREEMENT: You agree to rent from us the personal property described under "MAKE/MODEL NO./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. This Agreement becomes valid upon the date it is accepted and signed by us ("Commencement Date") and continues thereafter for the number of consecutive months shown. As you will have possession of the property from the date of its delivery, if we accept and sign this Agreement you will pay us interim rent for the period from the date the Equipment is delivered to you until the first billing date, as reasonably calculated by us based on the Rental Payment, the number of days in that period and a month of 30 days. The term will be extended automatically for successive 12 month terms unless you send us written notice between ninety (90) and one hundred fifty (150) days before the end of any term of your intent to return the Equipment AND complete the return within 30 days of the end of term. 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 hissing information on this Agreement including your proper legal name, serial numbers and any other numbers describing the Equipment. You agree to provide updated annual and/or quarterly financial statements to us upon request. Your failure to sign the Delivery and Acceptance Form does not change or affect your obligation to purchase and pay for Eq
- 2. RENT: Rent will be payable in installments, each in the amount of the Monthly Payment set forth on the face of this Agreement 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 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 by Us (during normal business hours); inspection, adjustment, parts replacement, drums and cleaning material required for the proper operation, as well as black toner, color toner, and developer. Paper must be separately purchased by customer. We may charge you a Supply Freight. Eee to cover our costs of shipping supplies to you.
- 4. OWNERSHIP OF EQUIPMENT: Except for Agreements with a \$1 out purchase option, we will have title to the Equipment (excluding software). If you have a \$1 out purchase option and/or the Agreement is deemed to be a security agreement, you grant us a security interest in the Equipment and all proceeds there-from. You agree to keep the Equipment free and clear of all liens and claims.
- 5. WARRANTY DISCLAIMER: WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE. YOU AGREE THAT YOU ALL HAVE SELECTED EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGEMENT 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 term of this Agreement (or any renewal term), your will return the Equipment at your expense, in retail resalable condition, full working order, and in complete repair in a time and manner to a location we specify. We also have the right to inspect the Equipment at any time during normal business hours.
- 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 rental payments for the full rental term plus the estimated fair market value of the Equipment at the end of the originally scheduled term, all discount at six percent (6%) per year (present value). Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage.
- 8. COLLATERAL PROTECTION AND INSURANCE: You agree to keep the Equipment fully insured against loss with us as loss payee in an amount not less than replacement cost until this Agreement is terminated. You also agree to a general public liability insurance policy from anyone who is acceptable to us and to include us as an insured on the policy. You agree to provide us certificates or other evidence of insurance acceptable to us, before this Agreement begins or, at our sole discretion we may either; 1) obtain insurance and you will pay us for any insurance premium and related charges on which we may make a profit OR 2) we may waive the insurance requirement and charge you a monthly damage surcharge of up to .0035 of the Equipment cost and on which we also may make a profit. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF YOUR RESPONSIBILITY FOR LIABILITY INSURANCE COVERAGE ON THIS 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. This indemnification will continue after the termination of this Agreement.
- 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. If we pay any of the above for you, you agree to reimburse us and pay us a processing fee for each payment we make on your behalf. You also agree to pay us any filing fees prescribed by the Uniform Commercial Code or other law and reimburse us for all costs involved in completing this transaction. On the day the first payment is due, You agree to pay us a fee of \$75.00 to reimburse our expenses for preparing financial statements, other documentation costs and all other ongoing administrative costs during the term of the Agreement. You further agree to pay us, on the day the first payment is due, a fee of \$100 to reimburse our expenses for delivery and installation of the Equipment. 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 omissions. We reserve the right to charge a fee upon termination of this Agreement either by trade-up, buy-out, or default. Any fee charged under this Agreement may include a profit and is subject to applicable taxes.
- 11. ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBRENT 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 defenses, or set offs that you may have against us.
- 12. DEFAULT AND REMEDIES: If you do not pay any rental 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 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) all sums due under this agreement; (2) the unpaid balance of this Agreement (discounted at the Present Value Rate as defined in Section 7); (3) the amount of any purchase option and none is specified, 20% of the original Equipment cost which represents our anticipated residual value in the Equipment and require that you return the Equipment 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 under Article 2A of the Uniform Commercial Code as enacted in the State of Owner or its Assignee 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. The net proceeds of the sale of any repossessed Equipment will be credited against what you owe us under this Agreement. 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 under this Agreement does not prevent us from enforcing any rights at a later time. It is further agreed your rights and remedies are governed by this Agreement and you waive customer'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 here within are 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. CONSENT TO LAW, JURISDICTION, AND VENUE: This Agreement shall be deemed fully executed and performed in the state of Owner or its Assignee's principal place of business and shall be governed by and construed in accordance with its laws. If the Owner or its Assignee shall bring any judicial proceeding in relation to any matter rising under the Agreement, the Customer irrevocably agrees that any such matter may adjudged or determined in any court or courts in the State of the Owner or its Assignee's principle place of business, or in any court or courts in Customer's state of residence, or in any other court having jurisdiction over the Customer or assets of the Customer, all at the sole election of the Owner or its Assignee. The Customer hereby irrevocably submits generally and unconditionally to the jurisdiction of any such court so elected by Owner or Assignee in relation to such matters. You waive trial by jury in any action between us.
- 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 your payment, and the image charge over the images included (Excess) by a maximum of 15% of the existing charge.
- 17. UPGRADE/DOWNGRADE PROVISION: AFTER INCEPTION OF THE AGREEMENT AND UPON YOUR REQUEST, WE MAY REVIEW YOUR IMAGE VOLUME AND PROPOSE OPTIONS FOR UPGRADING OR DOWNGRADING TO ACCOMMODATE YOUR NEEDS.

FOR MUNICIPALITIES ONLY

18-A. CUSTOMER COVENANTS: You covenant and warranty 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 meet its other 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) would restrain or enjoin the delivery of the Agreement or the ability of you 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 you; nor is there any basis for any such action, suit, proceeding, or investigation; and (3) That the Equipment will be operated and controlled by you and will be used for essential government purposes and will to be essential for the term of the Agreement. (4) You have not previously terminated a rental for non-appropriation, except as specifically described in a letter appended bereto.

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 you. Signor(s) for you further warrant(s) it 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 you authorizing execution of the Agreement has been duly adopted and remains in full force and effect.

18-C. NON APPROPRIATION: In the event you are 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

18-C. NON APPROPRIATION: In the event you are 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 your obligations under the Agreement during said fiscal period; 2. Such non-appropriation did not result from any act or failure to act by you; 3. You have exhausted all funds legally available for all payments on the under the Agreement; and 4. There is no other legal procedure by which payment can be made to Owner. Then, provided that (a) you have given Owner written notice of the occurrence of Paragraph 1 above thirty (30) days prior to the occurrence; (b) Owner has received a written opinion from your counsel verifying the same within ten (10) days thereafter; and (c) you do not directly or indirectly purchase, rent 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 your expense. Owners remedies for such default shall be to terminate the Agreement 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 you.

25740 - 10/28/09

Page 2 of 2

Customer Initials



## Amendment

the City of Grand Junctio

This Amendment amends that certain agreement by and between All Copy Products, Inc. ("Owner") and Grand Junetion; Gity of dba Fire Department Station 1 ("Customer") which agreement is identified in the Owner's internal books and records as Agreement No. 1049459 (the "Agreement"). All capitalized terms used in this Amendment, which are not otherwise defined herein, shall have the meanings given to such terms in the Agreement. Owner and Customer have mutually agreed that the following modifications be made to the Agreement.

1. The sixth sentence in the section entitled "AGREEMENT" is hereby deleted in its entirety and replaced with the following:

"The term will be extended automatically month to month unless you send us written notice between fifteen (15) and thirty (30) days before the end of any term of your intent to return the Equipment AND complete the return within 30 days of the end of the term."

- 2. The ninth sentence in the section entitled "AGREEMENT" is hereby deleted in its entirety.
- 3. The section entitled "RENT" is hereby deleted in its entirety and replaced with the following:

"Rent will be payable in installments, each in the amount of the Monthly Payment set forth on the face of the Agreement 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. Notwithstanding the foregoing, you will not be charged any property tax; nor will you be charged any sales tax provided you furnish us with documentation reflecting your current sales tax exempt status and you maintain such sales tax exempt status throughout the Agreement term. Subsequent installments will be payable on the first day of each rental payment period shown beginning after the first rental payment period or 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."

- 4. The last sentence in the section entitled "MAINTENANCE AND SUPPLIES" is hereby deleted in its entirety.
- 5. The second sentence in the section entitled "LOCATION OF EQUIPMENT" is hereby deleted in its entirety and replaced with the following:

"At the end of the term of this Agreement (or any renewal term), All Copy Products, Inc. will return the Equipment at their expense, in retail resalable condition, full working order, and in complete repair in a time and manner to a location we specify."

6. The second sentence in the section entitled "ASSIGNMENT" is hereby deleted in its entirety and replaced with the following:

"If Owner assigns this Agreement to an unaffiliated entity, you will be notified of the assignment. If such assignment is to a third party for financing purposes, and that third party subsequently assigns its rights in the Agreement such that it is no longer acting as the servicer for the transaction (i.e., no longer administering the billing and collection of amounts due under the transaction), you will be notified of such assignment."

- 7. The last sentence in the section entitled "OVERAGES AND COST ADJUSTMENTS" is hereby deleted in its entirety.
- 8. All handwritten changes and interlineations to page 2 of the Agreement are hereby deleted in their entirety.

Except as specifically modified by this Amendment, all other terms and conditions of the Agreement remain in full force and effect. If, and to the extent there is a conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall control. A facsimile copy of this Amendment bearing authorized signatures may be treated as an original. This Amendment is not binding until accepted by Owner.

All Copy Products, Inc.

Grand Junction, City of the Fire Department Station For Customer

By: Signature

Print Name & Title

Date Accepted: 4/30/15

Date: 4-30-15