

# De Lage Landen Financial Services, Inc.

Send Email Invoice To: [rsouchon@greenfieldin.org](mailto:rsouchon@greenfieldin.org)

# Lease Agreement

<b>LESSEE</b>	Full Legal Name City of Greenfield		Tax ID No.		Phone Number (774) 400-3251
	Billing Address 10 South State Street		City Greenfield	State IN	Zip 46140
	Equipment Location (if not same as above): 10 South State Street Greenfield, IN 46140		County		Purchase Order Requisition Number

<b>EQUIPMENT</b>	Make	Model Number	Serial Number	Quantity	Description (Attach Separate Schedule A if Necessary)
	Konica Minolta	Bizhub C450i		1	Bizhub C450i Color Copier/Printer/Scanner

<b>PAYMENT INFORMATION</b>	Number of Lease Payments	Lease Payment*	Plus Applicable Taxes		
	60	\$120.00	Plus Applicable Taxes		
	Lease Payment <input type="checkbox"/> includes / <input checked="" type="checkbox"/> does NOT include maintenance/service/supplies [check one]		Term of Lease in Months: 60		
	Sales tax Exempt <input type="checkbox"/> Please provide valid certificate		Payment Frequency: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other		
		End of Lease Option: <input checked="" type="checkbox"/> FMV <input type="checkbox"/> 10% <input type="checkbox"/> \$1 <input type="checkbox"/> Other		End of Lease Purchase Option shall be FMV unless another option is selected.	
		Security Deposit	(PLUS)	First Period Payment	(PLUS)
				Other	(EQUALS)
					Total Payment Enclosed Plus Applicable Taxes
			+		=

**1. Lease:** You (the "Lessee") agree to lease from us (the "Lessor") the Equipment listed above and on any attached schedule (the "Lease"). You authorize us to adjust the Lease payments by up to 15% if the cost of the Equipment or taxes differs from the supplier's estimate. You agree to pay us a fee of \$75.00 to reimburse our expenses for preparing financing statements, other documentation costs and all ongoing administration costs during the term of this Lease. We may increase the Lease Payment on an annual basis, in an amount not to exceed ten percent (10%) of the Lease Payment in effect at the end of the prior annual period. Security deposits are non-interest bearing. If you are not in default, we will return the deposit to you when the Lease is terminated. If a payment is not made when due, you will pay us a late charge of 5% of the payment or \$10.00, whichever is greater. 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 THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY LEASE TERM OR PROVISION.

**2. Term:** This Lease is effective on the earlier of the date we sign it or fund the Equipment supplier, and the term of this Lease begins on that date or any later date that we designate (the "Commencement Date") and continues thereafter for the number of months indicated above. Lease 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 or fund this Lease you will pay us interim rent for the period from the date the Equipment is delivered to you until the Commencement Date as reasonably calculated by us based on the Lease payment, the number of days in that period, and a month of 30 days. Your obligations are absolute, unconditional, and are not subject to cancellation, reduction, setoff or counterclaim.

**3. Title:** Unless you have a \$1.00 purchase option, we will have title to the Equipment. If you have a \$1.00 purchase option and/or the Lease is deemed to be a security agreement, you grant us a security interest in the Equipment and all proceeds thereof. You authorize us to file Uniform Commercial Code ("UCC") financing statements on the Equipment.

**4. Equipment Use, Maintenance and Warranties:** We are leasing the Equipment to you "AS-IS" AND MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. We transfer to you any manufacturer warranties. You are required at your cost to keep the Equipment in good working condition and to pay for all supplies and repairs. **The Lease Payments set forth above do not include the cost of maintenance, service, and/or supplies ("Service"), unless indicated in the above "Payment Information" box. Notwithstanding anything to the contrary, however, you agree that we are not responsible for providing such Service for the Equipment and you will make all claims related to Service to the Service provider ("Provider"). No Provider may alter the terms of this Lease or make any promises or arrangements that alter our rights or your obligations under this Lease. You agree that you are expressly assuming any risks arising from such Provider's inability to deliver such Service, under any circumstance, including, without limitation, such Provider's financial condition or its inability to repair or service the Equipment. You agree that any claims related to Service will not impact your obligation to pay all Lease payments when due.**

**5. Assignment:** You agree not to transfer, sell, sublease, assign, pledge or encumber either the Equipment or any rights under this Lease without our prior written consent. You agree that we may sell, assign, or transfer the Lease and the new owner will have the same rights and benefits we now have and will not have to perform any of our obligations and the rights of the new owner will not be subject to any claims, defenses, or setoffs that you may have against us or any supplier.

**6. Risk of Loss and Insurance:** You are responsible for risks of loss or damage to the Equipment and if any loss occurs you are required to satisfy all of your Lease obligations. You will keep the Equipment insured against all risks of loss or damage for an amount equal to its replacement cost. You will list us as the sole loss payee for the insurance and give us written proof of the insurance. If you do not provide such insurance, you agree that we have the right, but not the obligation, to obtain insurance against theft and physical damage, and add an insurance fee to the amount due from you, on which we may make a profit. We are not responsible for any losses or injuries caused by the Equipment and you will reimburse us and defend us against any such claims. This indemnity will continue after the termination of this Lease. You will obtain and maintain comprehensive public liability insurance naming us as an additional insured with coverages and amounts acceptable to us.

**7. Taxes:** You agree to pay when due, either directly or as a reimbursement to us, all taxes (including, without limit, sales, use, and personal property) and charges in connection with ownership, lease and use of the Equipment. We may charge you a processing fee for administering property tax filings. You will indemnify us on an after-tax basis against the loss or unavailability of any tax benefits anticipated at

the Commencement Date arising out of your acts or omissions. This indemnity will continue even after the termination of this Lease.

**8. Default and Remedies:** You are in default on this Lease if: a) you fail to pay a Lease payment or any other amount when due; b) you breach any other obligation under the Lease or any other Lease with us; or c) you, your owner(s) or any guarantor(s) are listed on a US or foreign government sanctions list or are subject to sanctions therefrom. If you are in default on the Lease we may: (i) declare the entire balance of unpaid Lease payments for the full Lease term immediately due and payable to us; (ii) sue you for and receive the total amount due on the Lease plus the Equipment's anticipated end of Lease fair market value or fixed price purchase option (the "Residual") with future lease payments and the Residual discounted to the date of default at 1% per annum, plus reasonable collection and legal costs; (iii) charge you interest on all monies due at the rate of 18% per year or the highest rate permitted by law from the date of default; (iv) charge you a return-check or non-sufficient funds charge ("NSF Charge") of \$25.00 for a check that is returned; and (v) require that you immediately return the Equipment to us or we may peaceably repossess it. Any return or repossession will not be considered a termination or cancellation of the Lease. If the Equipment is returned or repossessed we will sell or re-rent the Equipment at terms we determine, at one or more public or private sales, with or without notice to you, and apply the net proceeds (after deducting any related expenses) to your obligations. You remain liable for any deficiency with any excess being retained by us. You agree that if notice of sale is required by law to be given, 10 days notice will constitute reasonable notice. You are also required to pay (i) all expenses incurred by us in connection with enforcement of any remedies, including all expenses of repossessing, storing, shipping, repairing, and selling the Equipment, and (ii) reasonable attorney's fees.

**9. End of Lease, Return, Purchase Option, and Renewal:** You will give us at least 60 days but not more than 120 days written notice (to our address below) before the expiration of the initial lease term (or any renewal term) of your intention to purchase or return the Equipment. With proper notice you may: a) purchase all the Equipment as indicated above under "End of Lease Option" (fair market value purchase option amounts will be determined by us based on the Equipment's in place value); or b) return all the Equipment in good working condition at your cost in a timely manner, and to a location we designate. If you fail to notify us, or if you do not (i) purchase or (ii) return the Equipment as provided herein, this Lease will automatically renew at the same payment amount for consecutive 60-day periods. If the Equipment is returned to us, you shall remove all confidential information from the Equipment prior to return. If any Software license ("License") included hereunder passes title to you, such title shall automatically vest and remain in us. If such vesting requires a written conveyance, you hereby convey to us any title you have or hereafter acquire in the Software and relinquish any subsequent title in the Software. If licensor's consent is required, you shall assist us in obtaining consent.

**10. Miscellaneous:** You agree that the Lease is a Finance Lease as defined in Article 2A of the Uniform Commercial Code ("UCC"). You acknowledge that we have given you the Equipment supplier's name. We hereby notify you that you may have rights under the supplier's contract and may contact the supplier for a description of these rights. You agree that we are authorized, without notice to you, to supply missing information or correct obvious errors in the Lease. **This Lease was made in Pennsylvania ("PA"); is deemed to be performed in PA and shall be governed and construed in accordance with the laws of PA. You consent to the exclusive jurisdiction, personal or otherwise, in any state or federal court in PA and waive trial by jury. You agree (i) to waive any and all rights and remedies granted to you under UCC Section 2A-508 through 2A-522, (ii) that the Equipment will only be used for business purposes and not for personal, family, or household use, and will not be moved from the above location without our consent, and (iii) this Lease may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing of this Lease by you when manually countersigned by us or attached to our original signature counterpart and/or in our possession shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof. At our option, we may require a manual signature. We may inspect the Equipment during the Lease term. We shall not be liable to you for indirect, special, or consequential damages. No failure to act shall be deemed a waiver of any rights hereunder. This Lease contains the entire agreement of the parties. No amendment is binding unless mutually agreed to by both parties. You authorize us to contact you about your accounts in any way, including at any number or email address 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 [dlgroup.com/us/privacy](http://dlgroup.com/us/privacy).**

<b>LESSEE SIGNATURE</b>	You agree that this is a non-cancelable lease. The Equipment is: <input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED		<b>LESSOR</b>	<b>De Lage Landen Financial Services, Inc.</b>	
	Signature	Date		Lease Processing Center, 1111 Old Eagle School Road, Wayne, PA 19087	
	Title	Print Name		Phone: (800) 735-3273 - FAX: (800) 776-2329	
Legal Name of Corporation City of Greenfield			Commencement Date	Lease Number	
			Accepted By:		

<b>ACCEPTANCE</b>	The Equipment has been received, put in use, is in good working order and is satisfactory and acceptable.			
	Signature	Date	Print Name	Title

<b>GUARANTY</b>	I unconditionally guaranty prompt payment of all the Lessee's obligations under the Lease. The Lessor is not required to proceed against the Lessee or the Equipment or enforce other remedies before proceeding against me. I waive notice of acceptance and all other notices or demands of any kind to which I may be entitled. I consent to any extensions or modification granted to the Lessee and the release and/or compromise of any obligations of the Lessee or any other guarantors without releasing me from my obligations. This is a continuing guaranty and will remain in effect in the event of my death and may be enforced by or for the benefit of any assignee or successor of the Lessor. <b>This guaranty is governed by and constituted in accordance with the laws of the Commonwealth of PA and I consent to non-exclusive jurisdiction of any state or federal court in PA and waive trial by jury. GUARANTOR'S ELECTRONIC SIGNATURE WILL CONSTITUTE SUCH GUARANTOR'S ACKNOWLEDGEMENT AND AGREEMENT TO DO BUSINESS AND RECEIVE ALL RELATED RECORDS ELECTRONICALLY. If more than one Guarantor signs this Guaranty, each shall be jointly and severally liable.</b>		
	Signature	Name of Guarantor	Date

08OEDOC243v15

# FISCAL FUNDING ADDENDUM

<b>CUSTOMER</b>	Full Legal Name <u>City of Greenfield</u> DBA Name (if Any) _____
	Billing Address <u>10 South State Street</u> Phone Number <u>(774) 400-3251</u>
	City <u>Greenfield</u> County _____ State <u>IN</u> Zip Code <u>46140</u>
	Agreement Number <u>500-50559991</u> Agreement Date _____

Customer warrants that it has funds available to pay all rents (the "Payments") payable under the above identified Agreement until the end of Customer's current appropriation period. If Customer's legislative body or other funding authority does not appropriate funds for Payments for any subsequent appropriation period and Customer does not otherwise have funds available to lawfully pay the Payments (a "Non-Appropriation Event"), Customer may, subject to the conditions herein and upon prior written notice to Company (the "Non-Appropriation Notice"), effective sixty (60) days after the later of Company's receipt of same or the end of the Customer's current appropriation period (the "Non-Appropriation Date"), terminate the Agreement and be released of its obligation to make all Payments due Company coming due after the Non-Appropriation Date. As a condition to exercising its rights under this Addendum, Customer shall (1) provide in the Non-Appropriation Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (2) deliver to Company an opinion of Customer's counsel (addressed to Company) verifying that the Non-Appropriation Event as set forth in the Non-Appropriation Notice has occurred, (3) return the equipment/system subject to the Agreement (the "Equipment/System") on or before the Non-Appropriation Date to Company or a location designated by Company, in the condition required by, and in accordance with the return provisions of the Agreement and at Customer's expense, and (4) pay Company all sums payable to Company under the Agreement up to the Non-Appropriation Date.

In the event of any Non-Appropriation Event, Company shall retain all sums paid hereunder or under the Agreement by Customer, including the Security Deposit (if any) specified in the Agreement.

Customer further represents, warrants and covenants for the benefit of Company that:

- (a) Customer is a municipal corporation and political subdivision duly organized and existing under the constitution and laws of the State.
- (b) Customer is authorized under the constitution and laws of the State, and has been duly authorized to enter into the Agreement and the transaction contemplated hereby and to perform all of its obligations thereunder.
- (c) The Agreement constitutes the legal, valid and binding obligation of Customer enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.
- (d) Customer has complied with such public bidding requirements as may be applicable to the Agreement.
- (e) The Equipment/System described in the Agreement is essential to the function of Customer or to the service Customer provides to its citizens. Customer has an immediate need for, and expects to make immediate use of, substantially all the Equipment/System, which need is not temporary or expected to diminish in the foreseeable future.
- (f) Customer 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.

CUSTOMER AGREES THAT A FACSIMILE COPY OR OTHER ELECTRONIC TRANSMISSION OF THIS DOCUMENT WITH FACSIMILE AND/OR ELECTRONIC SIGNATURES MAY BE TREATED AS AN ORIGINAL AND WILL BE ADMISSIBLE AS EVIDENCE IN A COURT OF LAW.

<b>CUSTOMER SIGNATURE</b>	Signature X _____ <small>(MUST BE SIGNED BY AUTHORIZED REPRESENTATIVE OR OFFICER OF GOVERNMENT ENTITY)</small>
	Print Name _____
	Title _____ Date _____
	Name of Government Entity <u>City of Greenfield</u>

<b>ACCEPTED BY COMPANY</b>	Signature X _____
	Print Name _____
	Title _____ Date _____
	Name of Corporation or Partnership _____

17ANC016v2

**Addendum to Lease Agreement**

This Addendum is made part of the Lease Agreement ("Lease") by and between City of Greenfield ("Lessee") and De Lage Landen Financial Services, Inc. (Lessor") dated \_\_\_\_\_. Capitalized terms used but not defined will have the same meaning given to them in the Agreement.

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

**Section 1 Lease:**

Delete sentences two (2) and four (4) in their entirety.

Modify sentence seven (7) to read as follows, "If a payment is not made within 15 days of the due date you will pay us a late charge of 5% of the payment or \$10.00, whichever is greater."

Add to the end of the last sentence, "unless agreed to in writing by both parties."

**Section 7 Taxes:**

Within sentence one (1) delete "personal property"

Delete sentence two (2) in its entirety.

**Section 8 Default and Remedies:**

Within sentence two (2) change "18%" to "8%".

**Section 10 Miscellaneous:**

Delete sentence four (4) in its entirety.

In the event of a conflict between the terms and conditions of this Addendum and those of the Agreement, the terms and conditions herein shall govern. All other provisions of the Lease not otherwise modified herein shall remain in full force and effect.

Except as expressly provided herein, no other term, condition, provision, covenant or agreement of the Lease is changed, modified, amended or altered, nor are any of Lessor's or its assigns' rights or remedies under the Lease, at law or equity, modified, waived, discharged or forgiven.

Each person executing this Addendum below represents and warrants that he or she has the proper and necessary authority to execute this Addendum and to bind his or her respective entity to its terms. A facsimile copy of this Addendum 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 hereto have caused this Addendum to be duly executed by their authorized representatives as of the date first above written.

Agreed and Accepted:

**Lessee:**

**City of Greenfield**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**Lessor:**

**De Lage Landen Financial Services Inc.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title



## Instructions for Completing Form ST-105

All five sections of the ST-105 must be completed or the exemption is not valid and the seller is responsible for the collection of the Indiana sales tax.

### Section 1

- A) **This section requires an identification number.** In most cases this number will be an Indiana Department of Revenue issued Taxpayer Identification Number (TID - see note below) used for Indiana sales and/or withholding tax reporting. If the purchaser is from another state and does not possess an Indiana TID Number, a resident state's business license, or State issued ID Number must be provided.
- B) **Exceptions** - For a purchaser not possessing either an Indiana TID Number or another State ID Number, the following may be used in lieu of this requirement.  
**Federal Government** – place your FID Number in the State ID Number space.  
**Farmer** – place your SSN or FID Number in the State ID Number space.  
**Public transportation haulers** operating under another motor carrier authority, or with a contract as a school bus operator, must indicate their SSN or FID Number in the State ID Number space.

### Section 2

- A) Enter the seller's name and address.

### Section 3

- A) Check a box to indicate if this is a single purchase or blanket exemption.  
B) Describe product being purchased.

### Section 4

- A) Purchaser must check the reason for exemption.  
B) Purchaser must be able to provide additional information if requested.

### Section 5

- A) Purchaser must sign and date the form.  
B) Printed name and title of signer must be shown.

**Note:** The Indiana Taxpayer Identification Number (TID) is a ten digit number followed by a three digit LOC Number. The TID is also known as the following:

- a) Registered Retail Merchant Certificate
- b) Tax Exempt Identification Number
- c) Sales Tax Identification Number
- d) Withholding Tax Identification Number

The Registered Retail Merchant Certificate issued by the Indiana Department of Revenue shows the TID (10 digits) and the LOC (3 digits) at the top right of the certificate.

## Customer Identification Program

To comply with government regulations that fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account.

DOB:

Guarantor's SS # (if applicable): \_\_\_\_\_

Lessee Signature:

Print Name:

Print Title:

Date:

# Maintenance Contract

Order #:	11305	Order Date:	10/27/2023	Sales Representative:	Lisa Gray	Contract #:	
----------	-------	-------------	------------	-----------------------	-----------	-------------	--

Billing To	
<i>Customer #:</i>	
<b>City of Greenfield Planning Department</b>	
10 South State Street	
Greenfield, IN 46140	
<b>AP Contact:</b>	Robert Souchon
<b>Phone:</b>	(774) 400-3251
<b>Email:</b>	rsouchon@greenfieldin.org

Ship To	
<i>Customer #:</i>	
<b>City of Greenfield Planning Department</b>	
10 South State Street	
Greenfield, IN 46140	
<b>Meter Contact:</b>	Robert Souchon
<b>Phone:</b>	(774) 400-3251
<b>Email:</b>	rsouchon@greenfieldin.org

Term	Total Base Rate	Start Date	Base Billing Cycle	Overage Billing Cycle
	\$0.00		Monthly	Monthly

Complete Care Guarantee (Excludes Paper & Staples)
  Conditional Care Guarantee (Excludes All Consumables)

Make, Model	Serial #	EQID #	Base Payment	Start Meter		Copies Included		Overages Billed		Location/Dept
				B&W	Color	B&W	Color	B&W	Color	
Bizhub C450i			\$0.00			0	0	0.00500	0.04000	

Notes

Accepted by Braden Business Systems	Accepted by Customer
<i>Lisa Gray</i> <small>Authorized Signature</small>	 <small>Authorized Signature</small>
10/27/2023 <small>Date</small>	 <small>Date</small>
Lisa Gray / Senior Account Manager <small>Printed Name / Title</small>	 <small>Printed Name / Title</small>



## Terms and Conditions

1. Braden Business Systems, Inc. agrees to provide quality assurance service and interim calls as required at the installation address specified above on the equipment listed. This agreement is limited to equipment regularly operated during a single eight-hour day and all calls hereunder are restricted to Braden Business Systems, Inc. normal working hours 8:00 a.m. to 5:00 p.m. Monday – Friday excluding holidays. All service commenced outside of Braden Business Systems, Inc. normal working hours will be charged at published labor rates for service and expenses only.
2. The following services are included: All quality assurance service calls, all parts through normal wear, (except Cosmetic Covers & Trays), all CONSUMABLES, (except Paper & Staples). Parts and assemblies made unserviceable due to accident, neglect, misuse, power surges, altering of equipment, electrical current fluctuations, work performed other than by Braden Business Systems, Inc. personnel, Acts of God or force of nature, or unauthorized equipment movement, and any other cause out of Braden Business Systems, Inc. control are excluded.
3. "Click" is the output of any media = to 8.5" x 11" . "Scan" is an electronic copy with no associated click output on the scanning device.
4. This Complete Care Guarantee is good for one (1) year from the guarantee begin date. This Complete Care Guarantee will automatically renew until cancelled in writing, by either party at least 30 days prior to the contract end. It is understood that the renewal of this agreement is subject to price and provision changes without notice. This agreement shall be invoiced and commence upon the effective date shown. In the event that the machine volume drops below minimum billing or remains idle for 30 days, Braden Business Systems reserves the right to charge a minimum monthly fee for continuance of maintenance. Equipment covered under this agreement must be in good condition before it can be accepted. Customer agrees to pay for a preventative maintenance check and all parts and labor required in bringing the equipment up to Braden Business Systems, Inc. specifications. This agreement is separate from lease agreement unless leased agreement and maintenance are leased together and stated accordingly.
5. Optimum performance of the equipment covered by this Complete Care Guarantee can be expected only if supplies provided by, or meeting the specifications of Braden Business Systems, Inc. are used. Frequent service calls or problems caused by inadequate supplies being used may result in termination of agreement at the sole discretion of Braden Business Systems, Inc. Braden Business Systems, Inc will provide service on a "Per Call" basis at published rates in the event of termination.
6. Braden Business Systems, Inc. shall have full and free access to the equipment to provide service thereon. If persons other than Braden Business Systems, Inc. representatives perform maintenance repairs, or unauthorized equipment movement and as a result, further work is required by Braden Business Systems, Inc. to restore equipment to operation condition, such repairs will be billed at Braden Business Systems, Inc.'s published time and material rates then in effect. Customer also agrees to make available and designate a suitable person for key-operator training on equipment and provide a reasonable working atmosphere for servicing the equipment. Customer agrees to provide suitable electrical service in accordance with U/L code and is recommended to provide an approved surge suppressor.
7. If equipment is moved to a new service zone, customer agrees to pay the difference in charges, if moved beyond Braden Business Systems, Inc. service territory this agreement may be terminated at the sole discretion of Braden Business Systems, Inc..
8. Braden Business Systems, Inc. reserves the right to suspend service and supplies in the event the customer account balance is delinquent based on Braden Business Systems, Inc. payment terms printed on each invoice at the time of billing.
9. Toner consumption and yields are based upon the manufacturer's specifications of 6% coverage black & white and 20% coverage full color. The amount of consumption is dependent upon the following: (1) originals type, (2) amount of solid fill, (3) customer care of equipment and copying with platen open, (4) environment and (5) monthly copy volume. Toner spills due to negligent customer operation are not covered under this agreement. Braden Business Systems, Inc. reserves the right to remedy this variance by either limiting the amount of toner provided or adjusting the rate(s) of this agreement or invoicing the customer for excess toner usage and cost of shipping freight for additional supplies provided.
10. This agreement is not transferable to a third party. No portion of this contract is refundable, except as stated in the foregoing statements.
11. If our meter collection tool is not installed, or if machines are inaccessible via this collection tool, meter requests are to be completed and emailed to Braden Business Systems, Inc ([contracts@bradenonline.com](mailto:contracts@bradenonline.com)) or submitted online at [www.bradenonline.com](http://www.bradenonline.com) on specified dates. Customer is required to submit monthly meter readings to Braden Business Systems, Inc. If customer fails to provide meter reading in a timely fashion, Braden Business Systems, Inc. at its discretion will estimate all necessary meter readings.
12. The customer acknowledges that it is their responsibility to maintain a current backup of their program and data files to restore any lost data. Under NO circumstances shall Braden Business Systems, Inc. be held responsible for any loss of data.
13. Changes in the operating environment, (including but not limited to changes to operating systems, network software, software applications changes, and hardware or software upgrades or incompatibilities, etc.) may result in the need for configuration adjustments or other network services to restore functionality. Such services shall be invoiced at Braden Business Systems, Inc. published network service rate.
14. In the event Braden Business Systems, Inc. is unable to obtain parts due to the discontinuation of such parts by the manufacturer and is unable to effect repairs to the equipment Braden Business Systems, Inc. will credit the unused portion of the charges to the customer account. Any such credit balance must be used toward future purchases from Braden Business Systems, Inc and retains no cash value.
15. For Color systems, color calibration from the customer's computer is not covered under this agreement. Calibration shall be billed at Braden Business Systems, Inc. network rates.
16. Other than the obligations set forth herein, Braden Business Systems, Inc. DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, and OR FITNESS FOR A PARTICULAR PURPOSE. BRADEN BUSINESS SYSTEMS, INC. SHALL NOT BE RESPONSIBLE FOR DIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING OUT OF THE USE OR PERFORMANCE OF THE EQUIPMENT, THE LOSS OF USE OF THE EQUIPMENT, OR ANY ECONOMIC LOSS.
17. CONSUMABLES: Drums, Developers, PM Kits, Maintenance Kits, Print Cartridges, Fuser Units, Staples, Cassettes, Trays, Paper, Transparencies, Cleaning Webs, Fuser Oil, Oil Rollers, Oil Pads, Drum Cartridges, Imaging Kits, Ink Cartridges, Filters, & Toner.
18. ON OR AFTER THE OCCURRENCE OF AN EVENT OF DEFAULT, TO THE EXTENT PERMITTED BY LAW, CUSTOMER AGREES TO PAY ALL EXPENSES OF COLLECTION, ENFORCEMENT OR PROTECTION OF BRADEN'S RIGHTS AND REMEDIES UNDER THIS AGREEMENT. EXPENSES INCLUDE, BUT ARE NOT LIMITED TO, REASONABLE ATTORNEYS OR COLLECTION AGENCY FEES OR A LARGER AMOUNT AS THE COURT JUDGES AS REASONABLE AND JUST, COURT COSTS AND OTHER LEGAL EXPENSES. THESE EXPENSES ARE DUE AND PAYABLE IMMEDIATELY. IF NOT PAID IMMEDIATELY, THESE EXPENSES WILL BEAR INTEREST FROM THE DATE OF PAYMENT UNTIL PAID IN FULL AT THE DEFAULT RATE.





## **Addendum to Maintenance Contract**

1. Braden Business Systems will wipe hard drive of the equipment at the end of lease and provide a Certificate of Hard Drive Disposition (Example attached)
2. Should after hours service be needed (outside of 8-5, Monday – Friday) a monthly fee of \$250.00 would be billed along with \$300.00 for the first hour and \$150.00 for each additional hour per call.
3. A machine backup will be given to IT or Engineering and Planning Department once the unit has been initially configured via email or USB.

---

Authorized Customer Signature

---

Customer Name

---

Title

---

Date

**EXAMPLE**



## Certification of Hard Drive Disposition

Let this document serve as official notice that the following equipment has had its hard drive sanitized and cleared by Braden Business Systems technical personnel:

Customer:	Make and Model:	Serial Number:
-----------	-----------------	----------------

Sanitize Mode: \_\_\_\_\_

Technician: \_\_\_\_\_ (Print)

\_\_\_\_\_ (Sign)

Notes:

X \_\_\_\_\_ Date: \_\_\_\_\_

Curt Hill, Director of Service Operations