

RESOLUTION
of the
BOROUGH OF NEW PROVIDENCE
Resolution No. 2015-117

Council Meeting Date: 3-9-2015

Date Adopted: 3-9-2015

TITLE: RESOLUTION APPROVING PROPOSAL FROM DOCUMENT SOLUTIONS, MIDDLESEX REGIONAL EDUCATIONAL SERVICES COMMISSION CONTRACT #AEP AIFB#13 IN THE AMOUNT OF \$20,040.00

Councilperson Galluccio submitted the following resolution, which was duly seconded by Councilperson Gennaro.

BE IT RESOLVED by the Mayor and Council of the Borough of New Providence, in the County of Union and State of New Jersey, that they do hereby approve the proposal from Document Solutions, in the form as attached hereto, for the lease of a copy machine for the Police Department at \$334.00 per month for 60 months for a total of \$20,040.00.

BE IT FURTHER RESOLVED they do further authorize and direct the Mayor and Borough Clerk to execute same on behalf of the Borough of New Providence.

APPROVED, this 9th day of March, 2015.

RECORD OF VOTE

	AYE	NAY	ABSENT	NOT VOTING
GALLUCCIO	X			
GENNARO	X			
KAPNER	X			
MADDEN	X			
MUÑOZ			X	
ROBINSON	X			
MORGAN			TO BREAK COUNCIL TIE VOTE	

I hereby certify that the above resolution was adopted at a meeting of the Borough Council held on the 9th day of March, 2015.

Wendi B. Barry, Borough Clerk



Borough of New Providence
Municipal Court
360 Elkwood Ave.
New Providence, New Jersey 07974
908-665-1454 • 908-665-9876 (fax)



Donald P. Bogosian
***Municipal
Judge***

Macrina Carra
***Certified
Court Administrator***

MEMO TO: Doug Marvin, Borough Administrator
FROM: Macrina Carra , CMCA
RE: Shared Copier/Fax (police & court)
DATE: March 4, 2015

As you are aware the police & court share a copier/fax. The lease has expired and we have met with Kevin O'Conner from Document Solutions in order to select a new copier/fax.

The model we have selected is Bizhub 554e. There is a state contract number # AEPALFB# 013.1 through the Middlesex Regional Educational Services Center. The new lease amount is \$ 334.00 per month and the lease is for 5 years.

Please let me know if you have any questions.

Thank you.

GOVERNMENTAL LEASE AGREEMENT

Please fax completed agreement to 1-866-329-8795
 Questions or need assistance? Call 1-866-550-8795



This Lease has been written in "Plain English." When we use the words Lessee, You and Your in this Lease, we mean the Lessee indicated below. When we use the words Lessor, We, Us, and Our in this Lease, We mean EverBank Commercial Finance, Inc. Our address is 10 Waterview Boulevard, Parsippany, New Jersey 07054.			
LESSEE INFORMATION	Lessee Name Borough of New Providence		Lease Number
	Billing Street Address/City/County/State/Zip 360 Elkwood Avenue New Providence NJ 07974		Federal Tax ID Number
	Equipment Location (if different from above) Police Department		Lessee Phone Number
SUPPLIER INFORMATION	Supplier Name ("SUPPLIER") Document Solutions		Supplier Phone Number 908-653-0600
	Street Address/City/State/Zip 151 Sumner Avenue Kenilworth NJ 07033		
EQUIPMENT DESCRIPTION	Equipment Description	Quantity	Serial Number
	Konica Minolta 554e Copier System	1	
PURCHASE OPTION	Check one applicable box. If no box is checked or if more than one box is checked, the Fair Market Value Purchase Option will apply. <input checked="" type="checkbox"/> Fair Market Value Purchase Option <input type="checkbox"/> \$1.00 Purchase Option <input type="checkbox"/> Fixed Price Purchase Option of 10% of the Total Cash Price (defined in Section 1)		
TERM AND PAYMENT SCHEDULE	Initial Lease Term (months): 60 <small>(see Section 1 on page 2 of this Lease)</small>	Lease Payment: \$ 334	You agree to pay at the time You sign this Lease: A) Total Number of Advances: _____ (Months) B) Total Advance Lease Payment = \$ _____ C) Sales/Use Tax on Lease Payment = \$ _____ D) One-time Documentation Fee = \$ _____ E) Total Due = \$ _____ If more than one Lease Payment is required in advance, the additional amount will be applied at the end of the initial or any renewal term.
	Payment Frequency: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other		
INSURANCE & TAXES	You are required to provide and maintain insurance related to the Equipment, and to pay any property, use, and other taxes related to this Lease or the Equipment. (See Sections 4 and 6 on page 2 of this Lease.) If You are tax-exempt, You agree to furnish Us with satisfactory evidence of Your exemption.		
TERMS AND CONDITIONS	BY SIGNING THIS LEASE YOU ACKNOWLEDGE THAT YOU: (i) HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS ON THE FRONT AND SECOND PAGE OF THIS LEASE, (ii) AGREE THAT THIS LEASE IS A NET LEASE THAT YOU CANNOT TERMINATE OR CANCEL EXCEPT AS PROVIDED IN PARAGRAPH 16, YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS DUE UNDER THIS LEASE SUBJECT TO APPROPRIATION OF SUFFICIENT FUNDS, AND YOU CANNOT WITHHOLD, SETOFF OR REDUCE SUCH PAYMENTS FOR ANY REASON, (iii) WILL USE THE EQUIPMENT ONLY FOR ESSENTIAL GOVERNMENT PURPOSES, (iv) WARRANT THAT THE PERSON SIGNING THIS LEASE FOR YOU HAS THE AUTHORITY TO DO SO, (v) CONFIRM THAT YOU DECIDED TO ENTER INTO THIS LEASE RATHER THAN PURCHASE THE EQUIPMENT FOR THE TOTAL CASH PRICE, (vi) AGREE THAT THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY AND YOU CONSENT TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN NEW JERSEY. YOU AND WE EXPRESSLY WAIVE ANY RIGHTS TO A TRIAL BY JURY, AND (vii) IF THIS LEASE IS REPLACING AN EXISTING LEASE, THE NEW PAYMENT MAY INCLUDE THE BALANCE OF THAT LEASE AND RESULT IN A GREATER AGGREGATE COST TO YOU.		
	EVERBANK COMMERCIAL FINANCE, INC. Lessor <input checked="" type="checkbox"/>		Lessee <input checked="" type="checkbox"/>
Authorized Signature		Authorized Signature	
Print Name and Title		Print Name and Title	
Date		Date	

1. LEASE; DELIVERY AND ACCEPTANCE. You agree to lease the equipment and other property described on the front of this lease agreement (collectively "Equipment") on the terms and conditions shown on the front and second page of this lease ("Lease.") If You have entered into any purchase or supply contract ("Supply Contract") with any Supplier, You assign to Us Your rights under such Supply Contract, but none of Your obligations (other than the obligation to pay for the Equipment if it is accepted by You as stated below and You timely deliver to Us such documents and assurances as We request). You will arrange for the delivery of the Equipment to You. When You receive the Equipment, You agree to inspect it to determine if it is in good working order. The Equipment will be deemed irrevocably accepted by You upon the earlier of: a) the delivery to Us of a signed Delivery and Acceptance Certificate (if requested by Us); or b) 10 days after delivery of the Equipment to You if previously You have not given written notice to Us of Your non-acceptance. The Initial Lease Term shall commence on a date designated by Us after receipt of all required documentation and acceptance by Us (the "Commencement Date.") The first Lease Payment is due on or before the Commencement Date, as invoiced by Us, unless in row A of the Term and Payment Schedule on the front of this Lease it is specified that 0 Advance Payments are due, in which case the first Lease Payment will be due on the date specified by Us in the month following the Commencement Date, and the remaining Lease Payments will be due on the same day of each subsequent month (or such other time period specified on the front of this Lease) at an address specified by Us in writing. The Lease Payment is subject to increase if the Commencement Date occurs 30 days or more after the date We approved your Lease application and the yield on the US interest rate swaps that most closely matches the term of the Lease

increases during such time. The Swaps Rate is published in the Federal Reserve Statistical release H.15 and can be found at <http://www.federalreserve.gov/releases/h15/update/>. You authorize us to adjust the Lease Payment up or down by not more than 15% if the total amount we have paid in connection with the purchase, delivery and installation of the Equipment, including any trade-up and buyout amounts (collectively, the "Total Cash Price") differs from the estimated Total Cash Price originally assumed for documentation purposes. If any Lease Payment or other amount payable to Us is not paid within 3 days of its due date, You will owe Us a late charge not to exceed the greater of 10% of each late payment or \$20.00 (or such lesser rate or amount as is the maximum allowable under applicable law.)

2. NO WARRANTIES. We are leasing the Equipment to You "AS-IS." YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE THE EQUIPMENT, WE DO NOT REPRESENT THE MANUFACTURER OR THE SUPPLIER, AND YOU HAVE SELECTED THE EQUIPMENT AND SUPPLIER BASED UPON YOUR OWN JUDGMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. YOU AGREE THAT REGARDLESS OF CAUSE, WE ARE NOT RESPONSIBLE FOR AND YOU WILL NOT MAKE ANY CLAIM AGAINST US FOR ANY DAMAGES, WHETHER CONSEQUENTIAL, DIRECT, SPECIAL, OR INDIRECT. YOU AGREE THAT NEITHER SUPPLIER NOR ANY SALESPERSON, EMPLOYEE OR AGENT OF SUPPLIER IS OUR AGENT OR HAS ANY AUTHORITY TO SPEAK FOR US OR TO BIND US IN ANY WAY.

ADDITIONAL TERMS ON REVERSE SIDE

amounts that You owe Us. You will remain responsible for any amounts that are due after We have applied such net proceeds.

10. FINANCE LEASE STATUS. You agree that if Article 2A-Leases of the Uniform Commercial Code applies to this Lease, this Lease will be considered a "finance lease" as that term is defined in Article 2A. By signing this Lease, You agree that either (a) You have reviewed, approved, and received, a copy of the Supply Contract or (b) that We have informed You of the identity of the Supplier, that You may have rights under the Supply Contract, and that You may contact the Supplier for a description of those rights. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A.**

11. ASSIGNMENT. YOU MAY NOT ASSIGN, SELL, TRANSFER OR SUBLEASE THE EQUIPMENT OR YOUR INTEREST IN THIS LEASE. We may, without notifying You, sell, assign, or transfer this Lease and Our rights to the Equipment. You agree that the new owner will have the same rights and benefits that We have now under this Lease but not Our obligations. The rights of the new owner will not be subject to any claim, defense or set-off that You may have against Us.

12. PURCHASE OPTION; AUTOMATIC RENEWAL. If no Default exists under this Lease, You will have the option at the end of the initial or any renewal term to purchase all (but not less than all) of the Equipment at the Purchase Option price shown on the front of this Lease, plus any applicable taxes. Unless the Purchase Option price is \$1.00, You must give Us at least 90 days written notice before the end of the initial lease term that You will purchase the Equipment or that You will return the Equipment to Us. If You do not give Us such written notice or if You do not purchase or deliver the Equipment in accordance with the terms and conditions of this Lease, this Lease will automatically renew on a monthly basis until You exercise a purchase option or deliver the Equipment to Us. During such renewal(s) the Lease Payment will remain the same. We may cancel an automatic renewal term by sending You written notice 10 days prior to such renewal term. If the Fair Market Value Purchase Option has been selected, We will use Our reasonable judgment to determine the Equipment's in-use and in-place fair market value. If You do not agree with Our determination of the Equipment's fair market value, the fair market value (in-use and in-place) will be determined at Your expense by an independent appraiser selected by Us. Upon payment of the Purchase Option price, We shall transfer Our interest in the Equipment to You "AS-IS, WHERE-IS" without any representation or warranty whatsoever and this Lease will terminate. With respect to items of Equipment consisting of software, Your right to continue use such of software will be subject to the applicable license agreement.

13. INDEMNIFICATION. To the extent permitted by law, You are responsible for any losses, damages, penalties, claims, suits and actions, including attorneys' fees, caused by or related to (a) the installation, ownership, use, lease or possession of the Equipment or (b) any data You store within the Equipment.

14. MISCELLANEOUS; FAX SIGNATURES. This is the entire agreement between the parties and supersedes all prior agreements, whether oral or written, concerning the subject matter hereof. Any change in any of the terms and conditions of this Lease must be in writing and signed by Us. **You agree, however, that We are authorized, without notice to You, to supply missing information or correct obvious errors in this Lease.** All of Our rights and indemnities will survive the termination of this Lease. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of interest permitted to be charged or collected by applicable law, and any such excess payment will be applied to Lease Payments in inverse order of maturity, and any remaining excess will be refunded to You. If You do not perform any of Your obligations under this Lease, We have the right, but not the obligation, to take any action or pay any amounts that We believe are necessary to protect Our interests. You agree to reimburse Us immediately upon Our demand for any such amounts that We pay. Any signature, execution and delivery of any document or instrument may be satisfied in Our discretion and to the extent permitted by the UCC by authentication of such document or instrument as a record within the meaning of Article 9 of the UCC. A fax version of Your signature on this Lease when received by Us shall be binding upon You as if originally signed. However, this Lease shall be binding on Us when signed by Us. Both You and We agree that the version of this Lease with Our original signature shall constitute the original authoritative version. If any part of this Lease is determined to be unenforceable or otherwise contrary to law, the remainder of this Lease shall remain in force and shall be conformed to the intent of the parties consistent with applicable law.

15. ADDITIONAL REPRESENTATIONS. You reasonably believe that funds can be obtained sufficient to make all payments during the entire term of this Lease and You intend to make such payments. Your obligation to make Lease Payments hereunder will be your current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. **YOU REPRESENT THAT i) YOU HAVE TAKEN THE NECESSARY STEPS, INCLUDING SATISFYING BID REQUIREMENTS, TO ACQUIRE AND FINANCE THE EQUIPMENT, ii) THE APPROVAL AND EXECUTION OF THIS LEASE WAS IN ACCORDANCE WITH ALL LAWS, INCLUDING OPEN MEETING LAWS AND iii) A RESOLUTION OF YOUR GOVERNING BODY AUTHORIZING EXECUTION OF THE LEASE HAS BEEN DULY ADOPTED AND REMAINS IN FULL FORCE AND EFFECT.**

16. NON-APPROPRIATION. If sufficient funds are not appropriated in any fiscal year for Lease Payments due hereunder, this Lease will terminate without penalty as of the last day of your fiscal year for which funds have been appropriated (the Termination Date). We may require a sworn statement of such non-appropriation. You will return the Equipment to Us in accordance with Paragraph 3 herein within 10 days of the Termination Date. You agree that you may not terminate this Lease if any funds are appropriated by you for the acquisition of or use of equipment or services performing similar functions to the Equipment during your fiscal year in which such termination would occur and that you will not spend or commit funds for the acquisition or use of equipment or services performing functions similar to the Equipment until the fiscal year following the fiscal year for which funds were first not available for Lease Payments hereunder.

3. EQUIPMENT LOCATION; USE AND REPAIR; RETURN; RESTOCKING FEE. You will keep and use the Equipment only at the Equipment Location shown on the front of this Lease. You may not move the Equipment without Our prior written consent. At Your expense, You will keep the Equipment eligible for any manufacturer's certification, in compliance with all applicable laws and in good condition, except for ordinary wear and tear. You will not make any alterations, additions or replacements to the Equipment without Our prior written consent. All alterations, additions and replacements will become part of the Equipment and Our property at no expense to Us. We may inspect the Equipment at any reasonable time. Unless You purchase the Equipment in accordance with this Lease, within 10 days of the expiration or earlier termination of this Lease You will deliver the Equipment to Us in good condition and repair, except for ordinary wear and tear, to any place in the United States that We designate and upon Our request, You will provide Us with a certification from the manufacturer or its authorized representative as to the Equipment's condition. To the extent that any portion of the Equipment consists of software or other licensed products, You will return all tangible items of software and destroy all intangible items of software, certify in writing to Us that You have complied with the above requirements, have not retained such software and will not use the software after termination. **It is solely Your duty to remove all sensitive or confidential data stored within the Equipment prior to returning it.** You will pay all expenses of uninstalling, crating and shipping and insure the Equipment for its full replacement value during shipping, and We may charge You a restocking fee equal to two (2) lease payments. You agree that You will not take the Equipment out of service and have a third party pay or provide funds to pay the amounts due hereunder.

4. TAXES AND FEES. To the extent applicable, You will pay all excise taxes, sales and use taxes, personal property taxes, and all other taxes and charges which may be imposed during the term of this Lease, arising from the use, acquisition, ownership or leasing of the Equipment, whether due before or after termination of the Lease. You will reimburse Us for all administrative costs associated with the preparation, filing, payment, and other costs necessary to properly administer taxes associated with the Equipment. Where required by law, We will file the personal property tax returns with respect to the Equipment, and You shall pay Us in advance, and when We require, the taxes that We anticipate will be due during the year. You further agree to pay Us a documentation fee to cover Our expenses in processing this Agreement.

5. LOSS OR DAMAGE. As between You and Us, You are responsible for any loss, theft or destruction of, or damage to, the Equipment (collectively "Loss") from any cause at all, whether or not insured, until it is delivered to Us at the end of this Lease. You are required to make all Lease Payments even if there is a Loss. You must notify Us in writing immediately of any Loss. Then, at Our option, You will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay Us the amounts specified in Section 9(b) below.

6. INSURANCE. You will provide and maintain at Your expense (a) property insurance against the loss, theft or destruction of, or damage to, the Equipment for its full replacement value, naming Us as loss payee, and (b) public liability and third party property insurance, naming Us as an additional insured. You will give Us certificates or other evidence of such insurance when requested. Such insurance will be in a form, amount and with companies acceptable to Us, and will provide that We will be given 30 days advance notice of any cancellation or material change of such insurance. We reserve the right to reject Your insurance carrier. **IF YOU DO NOT GIVE US EVIDENCE OF INSURANCE ACCEPTABLE TO US, WE HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO OBTAIN INSURANCE COVERING OUR INTERESTS FOR THE TERM OF THIS LEASE, INCLUDING ANY RENEWAL OR EXTENSIONS. WE MAY ADD THE COSTS OF ACQUIRING AND MAINTAINING SUCH INSURANCE, AND OUR FEES FOR OUR SERVICES IN PLACING AND MAINTAINING SUCH INSURANCE (COLLECTIVELY, "INSURANCE CHARGE"), ON WHICH WE MAY EARN A PROFIT, TO THE AMOUNTS DUE FROM YOU UNDER THIS LEASE.** Such insurance may duplicate coverage provided under Your existing policy. You will pay the Insurance Charge in equal installments allocated to the remaining Lease Payments. Nothing in this Lease will create an insurance relationship of any type between Us and any other person. You acknowledge that We are not required to secure or maintain any insurance, and We will not be liable to You if We terminate any insurance coverage that We arrange.

7. TITLE; RECORDING. Unless you have a \$1.00 purchase option, We are the owner of and will hold title to the Equipment. You will keep the Equipment free of all liens and encumbrances. You agree that this transaction is a true lease. However, as a precaution in case this transaction is deemed to be a lease intended for security, You grant Us a first priority security interest in the Equipment (including any replacements, substitutions, additions, attachments and proceeds). You will deliver to Us such signed documents as We may request to protect Our interest in the Equipment.

8. DEFAULT. Each of the following is a "Default" under this Lease: (a) You fail to pay any Lease Payment or any other payment within 10 days of its due date, (b) You do not perform any of Your other obligations under this Lease or in any other agreement with Us or with any of Our affiliates and this failure continues for 10 days after We have notified You of it, (c) You become insolvent, You dissolve or are dissolved, or You assign Your assets for the benefit of Your creditors, or enter any bankruptcy proceeding.

9. REMEDIES. If a Default occurs, We may do one or more of the following: (a) We may cancel or terminate this Lease or any or all other agreements that We have entered into with You; (b) We may require You to immediately pay Us, as compensation for loss of Our bargain and not as a penalty, a sum equal to (i) the present value of all unpaid Lease Payments for the remainder of the term plus the Equipment's anticipated residual value discounted at 3% per annum, if applicable, plus (ii) all other amounts due or that become due under this Lease; (c) We may require You to deliver the Equipment to Us as set forth in Section 3 and terminate use of any software component of the Equipment; (d) We or Our agent may peacefully repossess the Equipment without court order and You will not make any claims against Us for damages or trespass or any other reason; and (e) We may exercise any other right or remedy available at law or in equity. **You agree to pay all of Our costs and reasonable attorney's fees of enforcing Our rights against You.** If We take possession of the Equipment, We may sell or otherwise dispose of it with or without notice, at a public or private sale, and apply the net proceeds (after We have deducted all costs related to the sale or disposition of the Equipment) to the



DOCUMENT solutions

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DOCUMENT SOLUTIONS ORDER AGREEMENT

BILL TO: SHIP TO COMPANY: Borough of New Providence ADDRESS: 360 Elkwood Avenue CITY / ST / ZIP: New Providence NJ 07974 CONTACT: PHONE #: EXT: FAX #: EMAIL: PURCHASE ORDER # REQUESTED DELIVERY DATE: / /

Table with 6 columns: QTY, PROD #, MAKE / MODEL, DESCRIPTION, UNIT PRICE, NET PRICE. Row 1: Konica Minolta 554e, Bizhub 554e System, Network, PC-410, FS-535 100 Sheet Finisher, PK-521, FK-511 Fax Kit, Mount Kit, WT-506, Stylus Pen, CS-1 Convenience Stapler, Diagnostic Pwer Filter

INCOMING EQUIPMENT DESCRIPTION POWER FILTER / LINE CONDITIONER \$180.00 THIS EQUIPMENT IS OWNED Or LEASED INSTALLATION & FREIGHT \$180.00 MAKE/MODEL / S/N METER RD ANALYST SERVICES UP TO 2 HRS \$295.00 LEASING INFORMATION MO. PMT: \$334 +TAX MAINTENANCE TERM: 60 MTHS SUBTOTAL FOR LEASE RETURNS: FREIGHT FOR EQUIPMENT RETURN: \$ RETURN TO LEASE COMPANY A CHECK IN THE AMOUNT OF \$ SECURITY DEPOSIT: \$ FIRST & LAST: \$ DEPOSIT FMV 10% \$1 BALANCE SPECIAL INSTRUCTIONS:

MAINTENANCE TERM: 60 MTHS BILLED AT \$ PER MO. QTR SEMI-ANNUAL YEAR CONTRACT TERM INCLUDED IN LEASE PAYMENT MAINTENANCE INCLUDES*: PARTS & LABOR, SUPPLIES, DRUMS /ROLLERS POOLING / AGGREGATE TOTAL INVOICING 1st MODEL # S/N 2nd MODEL # S/N 3rd MODEL # S/N 4th MODEL # S/N *B & W ALLOWANCE: 30,000 IMPRESSIONS PER MO. QTR SEMI-ANNUAL YEAR CONTRACT TERM ADDITIONAL CHARGED AT 0069 /IMPRESSION* *COLOR ALLOWANCE: NA IMPRESSIONS PER MO. QTR SEMI-ANNUAL YEAR CONTRACT TERM ADDITIONAL CHARGED AT /IMPRESSION* 11X17 = 2 IMPRESSIONS 12X18 = IMPRESSIONS

CUSTOMER ACCEPTANCE: SIGNATURE: PRINT NAME: TITLE: DATE: / / DOCUMENT SOLUTIONS: SALES REP: K OCONNOR DATE: 02 / 19 / 15 MANAGER APPROVAL: DATE: / /

COPIER/FACSIMILE/PRINTER MAINTENANCE AGREEMENT
TERMS AND CONDITIONS

This Copier/Facsimile/Printer Maintenance Agreement (hereinafter "Agreement") is made between Document Solutions, and the undersigned Customer ("Customer"), for the purpose of maintaining the equipment purchased (or leased or rented) by Customer from DS. In consideration of the mutual covenants contained herein, the parties agree as follows:

- 1.0 Service. Customer agrees to purchase and DS agrees to provide maintenance services at the installation address and on the equipment, and hereinafter called "Equipment", subject to all the terms and conditions of this Agreement.
- 2.0 Term. The term of this Agreement (the "Term") shall commence upon the date that DS delivers and installs Equipment, and shall terminate based on the term agreed upon on the Sales Order Agreement ("SOA"). This Agreement covers all Equipment specified on SOA.
- 3.0 Renewal. Each maintenance agreement will be renewed automatically for successive terms of the same number of months as the initial term unless a written cancellation is received from you (or provided to you by DS) prior to the expiration of the then current term. Pricing for this renewal term shall be at DS' then current published pricing.
- 4.0 Billing. Customer will be billed for services, maintenance and included parts provided for by this Agreement. Customer agrees to furnish DS an accurate pages meter reading within 24 hours of initial meter read request by DS. DS may request meter reads via fax, email or phone at DS' discretion. If Customer fails to provide requested meter read in a timely fashion, an Estimated Read will be used in lieu of this information. Customer agrees to pay the excess pages charge published in the Maintenance section of the SOA. A pages charge will include all "copies" and "prints" and "scans". Any charges for excess copies will be billed based on the term specified on SOA.
- 5.0 Coverage: Coverage for copier Equipment under this Agreement includes parts and labor necessary to perform the maintenance and repair services set forth in Section 6.0 below. Consumable parts and toner may also be included as specified on SOA. Coverage for facsimile equipment under this Agreement includes parts and labor necessary to perform the maintenance and repair services set forth in Section 6.0 below, but does not include consumable supplies (for example, toner kits, drum kits, developer kits, ink film, paper).
- 6.0 Remedial Maintenance: During the term of this agreement, DS agrees to perform the maintenance and repair that will keep the Equipment in good working order and condition, normal wear and tear excepted. If DS is notified by Customer during the term of agreement that the Equipment is not in good working condition, DS will, during DS's established service hours make necessary adjustments and repairs including replacement of parts during DS's posted business hours. DS may from time to time adjust these hours as may be required in the course of business, at which time the Customer will be advised. Service at times other than DS's established service hours may be furnished on "as available basis" at DS's published rates then in effect. Replacement parts may have been used and/or reconditioned. Parts that have been replacements will remain the property of DS.
- 7.0 Service Response Time: If customer notifies DS during the term of this agreement, DS will respond within one business hour in order to resolve service issue via telephone. Any adjustments, repairs, modifications, or replacement of parts will be scheduled to occur within 8 business hours.
- 8.0 Service Limitations: Customer agrees DS will not be required to make adjustments, repairs, or replacements made necessary resulting from (i) unauthorized third parties performing any maintenance, repair or replacement of the Equipment, (ii) Customer modifying, unauthorized or relocating, damaging (including, without limitation, unavoidable accidents), abusing or misusing the Equipment (including, without limitation, the spilling of toner or other substances in the Equipment), and the breaking of lids and/or their hinges and breaking through rough use cassettes, etc., (iii) unauthorized Equipment alteration or tampering, or interconnection with non-compatible equipment (iv) placing the Equipment in an area which does not conform to DS' space, electrical and environmental requirements for the Equipment, (v) failure of or improper telephone or electrical power, (vi) Acts of God, lightning or other incidence of excess voltage or power surges, or (vii) Customer using toner or other consumable supplies/parts not supplied by Document Solutions. If DS provides maintenance made necessary resulting from any of the above listed occurrences or other work not covered under the foregoing remedial maintenance obligation, such maintenance shall be billed to Customer (and shall be due and payable in full upon receipt of invoice) at DS's then current rates for labor and parts. Customer agrees that DS will not be required to make adjustments or repairs if Customer's billing account status is unsatisfactory.
- 9.0 Relocation: Customer agrees to keep the Equipment at the installation address and not move it from that location without prior written consent of DS. Only DS may relocate equipment. Customer is responsible for all costs associated with this equipment move.
- 10.0 DS may bill for miscellaneous charges including but not limited to freight - supply, and emergency delivery charges.
- 11.0 An End-Lease Disposition Fee of \$250 will apply at termination of service or lease contract.
- 12.0 Customer Responsibility: Customer shall designate and make available a suitable key operator to be trained on and monitor use of the Equipment. DS shall train the designated key operator how to properly care for and monitor the Equipment. Additionally, the Operator's Manual for each copier and facsimile model defines specific key operator responsibilities. Customer will also be responsible for daily care and cleaning of the top glass, dusting equipment, replenishing toner, replacing disposal tank, clearing jams, etc.
- 13.0 Analyst Services: DS will provide analyst services as specified on SOA. Unless otherwise specified, the maximum analyst service will be 2 hours (one visit) with all new equipment orders. Customer agrees to designate a Network Administrator to assist in the installation of software onto Customer's network. Customer assures that all wiring, cabling, hubs, electrical, and software applications are ready and available prior to scheduling an appointment with DS analyst. If a subsequent appointment is necessary due to an unprepared customer site, DS may charge additional amounts for a re-visit based on then current rates. If initial install exceeds the designated time as specified on SOA, Customer will be responsible for any additional charges that are incurred. If a subsequent appointment is necessary to install new software, re-install software, or make additions, changes, or modifications to previously installed software, DS will charge additional amounts based on then current analyst service rates.
- 14.0 Reconditioning. If, in DS's opinion, shop reconditioning is necessary because normal parts replacement and repair cannot keep the Equipment in satisfactory operating condition, DS may provide, at it's sole discretion, a suitable loaner machine to be used until Shop Reconditioning has been completed.
- 15.0 Limitation of Liability. DS' total liability is limited to repair and maintenance of the Equipment pursuant to this Agreement. DS will not be liable to Customer or any other party for any personal injury or indirect, consequential damage, including, but not limited to, loss of use, revenue or profit. DS will not be liable for any delay or failure to perform their respective obligations due to any cause beyond their reasonable control, including without limitation, performing services at a location deemed by DS hazardous to health and safety, Acts of God or government, riots, disturbances, war, strikes, terrorism, lockouts, slowdowns, prolonged shortage of energy suppliers, material shortages, epidemics, fire, flood, earthquake, lightning, explosion, failure of improper transportation, telephone or power. In no event shall DS be liable for loss of data resulting from delays in supplying service, repair of, or attempts to repair the Equipment.
- 16.0 Waiver. No waiver of any of Customer's obligations, conditions, or covenants shall be considered to take place unless the waiver is in writing and signed by DS. DS's failure to exercise any remedy it may have or any other acquiescence to Customer's default shall not constitute a waiver of any of Customer's obligations, including the obligation in which Customer is in default. DS shall be entitled to pursue any remedy available to it under this Agreement until Customer has completely performed all obligations of this Agreement
- 17.0 DS WILL CONTACT LEASE COMPANY ON CUSTOMER'S BEHALF TO ENSURE PROPER BUYOUT PROCESS COMPLETION AND MAY DO SO BY WRITTEN OR VERBAL CORRESPONDENCE. CUSTOMER ALLOWS DS TO CONTACT LEASE COMPANY AS CUSTOMER.
- 18.0 Meter Reads: You will provide us with meter reads via facsimile, telephone, or email. We may estimate the number of copies produced by you if you do not supply us with meter readings within seven (7) days of request. You agree that we may increase the minimum monthly payment and/or excess pages charges during the term of this agreement by an amount not to exceed fifteen percent (15%) of the minimum monthly payment and/or excess pages charges in effect at the end of the prior annual period.
- 19.0 Notices. Notices required pursuant to this Agreement shall be mailed to DS at the address identified on Customer's most recent invoice, and shall be mailed to the Customer at the address confirmed upon Product invoice/delivery. Except as otherwise specified herein, all notices made pursuant to this Agreement will be effective upon mailing.
- 20.0 Cancellation; Default. DS may cancel this Agreement, in whole or in part, at any time upon seven (7) days written notice if Customer at any time is in breach of any term or condition herein contained. Customer shall pay all costs and expenses relating to enforcement or preservation of DS's rights under this Contract including reasonable attorney's fees.
- 21.0 Governing Law. The laws of the State in which the equipment is installed shall govern this contract.
- 22.0 Alternate Service Provider. Should DS cease to continue performing services or become unable to continue providing services, DS will in good faith apply its best efforts to assist Customer in locating and securing an Agreement with another service provider.
- 23.0 vCARE MONITORING: DS will deploy and enable its vCARE Solution, which is a Device Relationship Management (DRM) system that interacts with Konica Minolta product(s) for the purpose of automated meter reading, technical performance monitoring, consumable and supply-level monitoring for replenishment, and product status. Should Customer opt-out of utilizing vCARE, DS reserves the right to assess an incremental invoicing fee not to exceed twenty five dollars (\$25) per invoice.
- 24.0 SUPPLIES INCLUDED IN THE BASE/PRINT CHARGE: If this option has been selected, DS (or designated servicer) will provide Customer with certain types and quantities of Consumable Supplies. Consumable Supplies are defined as the toner, staples, developer, copy cartridges and PM kits necessary to ensure that the equipment operates within the equipment specifications throughout the term of this Agreement. Customer agrees that the Consumable Supplies are DS property until used by Customer. Customer will use Consumable Supplies only with the contracted equipment and run them to their cease-function point. Customer shall not remove the Consumable Supplies from the location designated as Customer's address on the first page of this Agreement. Customer shall not sell, resell or otherwise transfer any Consumable Supplies to any other entity. Customer will return any unused Consumable Supplies to DS at the end of this Agreement. Customer shall use reasonable care to store and protect DS Consumable Supplies located at Customer's location for Customer's convenience. Customer bears risk of loss of DS unused Consumable Supplies in the event of theft, fire or other mishap. Should Customer's use of Consumable Supplies exceed the Manufacturer's Recommended Yields for the applicable unit by more than 6% in any given month, or should DS, in its reasonable discretion, determine that Consumable Supplies are being abused in any fashion, Customer agrees that DS shall have the right to charge for any such excess or improper usage. The Manufacturer's Recommended Yields for the Consumable Supplies are set forth in <http://kmb.konicaminolta.us>. Audit Rights: During the term of this Agreement and during the Sixty (60) day period immediately following the Term, DS shall have the right, upon reasonable notice or in connection with a maintenance call, to audit Customer's usage of Consumable Supplies. The audit will be conducted by comparing the records generated by the equipment to the Manufacturer's Recommended Yields. If the audit reveals that Customer has exceeded the Manufacturer's Recommended Yield for the applicable unit, then Customer shall promptly pay to DS an amount for the excess Consumable Supplies usage, based on the then current rate for the applicable Consumable Supply. DS reserves the right to charge Customer for shipping and handling charges incurred by DS for the delivery of any excess Consumable Supplies delivered to Customer.