



APPLICATION NO.
1928356

AGREEMENT NO.



Dealer Lease Agreement

Send Account Inquiries to: 1310 Madrid Street, Suite 101 • Marshall, MN 56258 • Phone: (800) 328-5371 • Fax: (800) 328-9092
Send Payments to: P.O. Box 790448 • St. Louis, MO 63179-0448

The words Lessee, you and your refer to Customer. The words Lessor, we, us and our refer to U.S. Bank Equipment Finance, a division of U.S. Bank National Association ("U.S. Bank Equipment Finance").

CUSTOMER INFORMATION

FULL LEGAL NAME: County of Woodbury, STREET ADDRESS: 620 Douglas Street - Room 103, CITY: Sioux City, STATE: IA, ZIP: 51101, PHONE: 712.279.6465, FAX: 712.279.6629

SUPPLIER INFORMATION

NAME OF SUPPLIER: Office Images Group, LLC dba Office Elements, STREET ADDRESS: 713 Nebraska Street, CITY: Sioux City, STATE: IA, ZIP: 51101, PHONE: 712.258.1213, FAX: 712.258.9202

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES: Savin MPC4503, SERIAL NO.: 416544 (PB3160 Paper Feed Unit), 416543 (Internal Finisher), 416556 (Fax Option)

together with all replacements, parts, repairs, additons, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries. See the attached Schedule A

TERM AND PAYMENT SCHEDULE

Term In 60 Months, Payments* of \$ 121.14, *plus applicable taxes. The lease contract payment ("Payment") period is monthly unless otherwise indicated.

END OF LEASE OPTIONS

You may choose one of the following options within the area you check and initial at the end of the original term, provided that no event of default under the Agreement has occurred and is continuing. If no box is checked and initialed, then Fair Market Value will be your end of lease option.

- 1) Purchase all but not less than all the Equipment for the Fair Market Value per paragraph 1, 2) Renew the Agreement per paragraph 1, or 3) Return the Equipment per paragraph 3. Customer's Initials SH

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT; THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

LESSOR ACCEPTANCE

U.S. Bank Equipment Finance LESSOR SIGNATURE TITLE DATED

CUSTOMER ACCEPTANCE

By signing below, you certify that you have reviewed and do agree to all terms and conditions of this Agreement on this page and on page 2 attached hereto.

Woodbury County Auditor Steve Hofmeyer Deputy of Elections 12-23-14 CUSTOMER SIGNATURE TITLE DATED PRINT NAME

ACCEPTANCE OF DELIVERY

You certify that all the Equipment listed above has been furnished, that delivery and installation has been fully completed and is satisfactory. Upon you signing below, your promises herein will be irrevocable and unconditional in all respects.

Woodbury County Auditor Steve Hofmeyer Deputy of Elections CUSTOMER SIGNATURE TITLE DATE OF DELIVERY

1. AGREEMENT: For business purposes only, you agree to lease from us the goods (the "Equipment") and/or to finance certain licensed software and services ("Financed Items", which are included in the word "Equipment" unless separately stated), all as described on page 1 of this Agreement, as it may be supplemented from time to time. You agree to all of the terms and conditions contained in this Agreement and any supplement, which (with the acceptance certification) is the entire agreement regarding the Equipment ("Agreement") and which supersedes any purchase order or invoice. You authorize us to correct or insert missing Equipment identification information and to make corrections to your proper legal name and address. This Agreement becomes valid upon execution by us and will start on the date we pay the Supplier. Interim rent/due date adjustments will be in an amount equal to 1/30th of the Payment, multiplied by the number of days between the Agreement start date and the first Payment due date. This Agreement will renew for 12-month term(s) unless you purchase or return the Equipment (according to the conditions herein) or send us written notice between 90 and 150 days (before the end of any term) that you do not want it renewed. 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.

2. RENT, TAXES AND FEES: You will pay the monthly Payment (as adjusted) when due, plus any applicable sales, use and property taxes. The base Payment will be adjusted proportionately upward or downward: (1) by up to 10% to accommodate changes in the actual Equipment cost; (2) if the shipping charges or taxes differ from the estimate given to you; and (3) to comply with the tax laws of the state in which the Equipment is located. If we pay any taxes, insurance or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. We may charge you for any filing fees required by the Uniform Commercial Code (UCC) or other laws, which fees vary state-to-state. By the date the first Payment is due, you agree to pay us an origination fee, as shown on our invoice or addendum, to cover us for all closing costs. 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. If for any reason your check is returned for nonpayment, you will pay us a bad check charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. MAINTENANCE AND LOCATION OF EQUIPMENT; SECURITY INTEREST: At your expense, you agree to keep the Equipment: (1) in good repair, condition and working order, in compliance with applicable manufacturers' and regulatory standards; (2) free and clear of all liens and claims; and (3) only at your address shown on page 1, and you agree not to move it unless we agree. As long as you have given us the written notice as required in paragraph 1 prior to the expiration or termination of this Agreement's term, if you do not purchase the Equipment, you will return all but not less than all of the Equipment and all related manuals and use and maintenance records to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. You are solely responsible for removing any data that may reside in the Equipment you return, including but not limited to hard drives, disk drives or any other form of memory. You grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, and you authorize us to file a financing statement (UCC-1). You will not change your organization, headquarters or residence without providing prior written notice to us so that we may amend or file a new UCC-1. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. COLLATERAL PROTECTION; INSURANCE; INDEMNITY; LOSS OR DAMAGE: You agree to keep the Equipment fully insured against risk and loss, with us as lender's loss payee, in an amount not less than the original cost until this Agreement is terminated. You also agree to obtain a general public liability insurance policy with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. Your insurance policy(s) will provide for 10 days advance written notice to us of any modification or cancellation. You agree to provide us certificates or other evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement, you agree to pay a monthly property damage surcharge ("PDS") of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, under the PDS program that is further described on a letter from us to you. We may make a profit on this program. Under this program, AS LONG AS YOU ARE NOT IN DEFAULT AT THE TIME OF A LOSS (excluding losses from intentional acts), the remaining balance owed on the subject Equipment will be forgiven. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, use, condition, inspection, removal, return or storage of the Equipment. You are responsible for the risk of loss or for any destruction of or damage to the Equipment. You agree to promptly notify us in writing of any loss or damage. If the Equipment is destroyed and you do not have the PDS program you will pay to us the unpaid balance of this Agreement, including any future rent to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 3%). Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment. All indemnities will survive the expiration or termination of this Agreement.

5. ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent. Without our prior written consent, you shall not reorganize or merge with any other entity or transfer all or a substantial part of your ownership interests or assets. We may sell, assign, or transfer this Agreement without notice. You agree that if we sell, assign or transfer this Agreement, the new Lessor 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 new Lessor will not be subject to any claims, defenses, or offsets that you may have against us. You shall cooperate with us in executing any documentation reasonably required by us or our assignee to effectuate any such assignment. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. DEFAULT AND REMEDIES: You will be in default if: (a) you do not pay any Payment or other sum due to us or any other person when due or if you break any of your promises in this Agreement or any other agreement with us or any of our affiliates or any material agreement with any other lender, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or if less, the maximum charge allowed by law. If you are ever in default, at our option, we can terminate this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 3%). We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any or all of the remedies available to us under Articles 2A and 9 of the UCC and any other law, including requiring that you: (1) return the Equipment to us to a location we specify; and (2) immediately stop using any Financed Items. In addition, we will have the right, immediately and without notice or other action, to set-off against any of your liabilities to us any money, including depository account balances, owed by us to you, whether or not due. In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay our reasonable attorney's fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. If we have to take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any 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, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that your rights and remedies are governed exclusively by this Agreement. You waive all rights under Article 2A (508-522) of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will not be subject to any penalties.

7. INSPECTIONS AND REPORTS: We will have the right, at any reasonable time, to inspect the Equipment and any documents relating to its use, maintenance and repair. Within 30 days after our request, you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement submitted to us shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains.

8. FAXED OR SCANNED DOCUMENTS, MISC.: You agree to submit the original duly-signed documents to us via overnight courier the same day of the facsimile or scanned transmission of the documents. Any faxed or scanned copy may be considered the original, and you waive the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing any telephone number, now or in the future, for a cell phone or other wireless device, you are expressly consenting to receiving communications, regardless of their purpose, at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic dialing system from us and our affiliates and agents. These calls and messages may incur access fees from your provider.

9. WARRANTY DISCLAIMERS: YOU AGREE THAT YOU HAVE SELECTED THE SUPPLIER AND EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND YOU DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. THE SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF THE SUPPLIER, AND NOTHING THE SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATION UNDER THIS AGREEMENT. YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, OR ANY OTHER ISSUE IN REGARDS TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS.

10. LAW, JURY WAIVER: Agreements, promises and commitments made by Lessor, concerning loans and other credit extensions must be in writing, express consideration and be signed by Lessor to be enforceable. This Agreement may be modified only by written agreement and not by course of performance. This Agreement will be governed by and construed in accordance with Minnesota law. You consent to jurisdiction and venue of any state or federal court in Minnesota and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, YOU AND WE WAIVE ALL RIGHTS TO A TRIAL BY JURY.



STATE AND LOCAL
GOVERNMENT ADDENDUM

EQUIPMENT FINANCE

AGREEMENT #
1928356

Addendum to Agreement # 1928356, dated _____, between COUNTY OF WOODBURY, as Customer and U.S. Bank Equipment Finance, a division of U.S. Bank National Association, as Lessor.

The parties wish to amend the above-referenced Agreement by adding the following language:

REPRESENTATIONS AND WARRANTIES OF CUSTOMER: You hereby represent and warrant to us that: (a) you have been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (b) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (c) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (d) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use, and your need for the Equipment is not expected to diminish during the term of this Agreement; (e) you have funds available to pay contracted Payments until the end of your current appropriation period, and you intend to request funds to make contracted Payments in each appropriation period, from now until the end of the term of this Agreement; and (f) your exact legal name is as set forth on page one of this Agreement.

NON-APPROPRIATION OR RENEWAL: If either sufficient funds are not appropriated to make contracted Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed, this Agreement shall terminate and you shall not be obligated to make contracted Payments under the Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which contracted Payments have been appropriated, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of contracted Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after your failure to appropriate funds sufficient for the payment of the contracted Payments or (to the extent required by applicable law) this Agreement is not renewed, but failure to provide such notice shall not operate to extend the Agreement term or result in any liability to you.

TITLE TO THE EQUIPMENT: If the selected purchase option for this Agreement is \$1.00 or \$101.00, unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement.

The parties wish to amend the above-referenced Agreement by restating the following language:

Any provision in the Agreement stating this Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: "You agree that the terms and conditions of the Agreement and any supplement or schedule thereto and any related acceptance certificate constitutes the entire agreement regarding the financing or lease of the Equipment and supersedes any purchase order, invoice, request for proposal or other related document."

Any provision in the Agreement stating that the Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "This Agreement will renew for month-to-month terms unless you purchase or return the Equipment (according to the conditions herein) or send us written notice at least 30 days (before the end of any term) that you do not want it renewed."

Any provision in the Agreement stating that we may assign this Agreement is hereby amended and restated as follows: "We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent."

Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement, and you authorize us to file a UCC-1 financing statement or be named on the vehicle title to show our interest."

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "You shall not be required to indemnify or hold us harmless against liabilities arising from the Agreement. However, as between you and us, and to the extent permitted by law and legally available funds, you shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of the Agreement to us or that arise directly from our gross negligence or willful misconduct."

Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement is hereby amended and restated as follows: "You will be in default if: (i) you do not pay any Payment or other sum due to us under the Agreement when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement, (ii) you make or have made any false statement or misrepresentation to us, (iii) you dissolve, terminate your existence or file bankruptcy, or (iv) there has been a material adverse change in your financial, business or operating condition."

Any provision in the Agreement stating that you shall pay our attorneys' fees is hereby amended and restated as follows: "In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay, to the extent permitted by law and to the extent of legally available funds, our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee."

Any provision in the Agreement requiring you to pay amounts due under the Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew the Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

Any provision in the Agreement stating that the Agreement is governed by a particular state's laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "This Agreement will be governed by and construed in accordance with the laws of the state where you are located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum."

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Lessor to make such changes. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer.

U.S. Bank Equipment Finance
Lessor

Signature

Title Date

COUNTY OF WOODBURY
Customer
X *Steve Hofmeyer*

Signature
Deputy of Elections *12-23-14*

Title Date

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.



EQUIPMENT SERVICE AGREEMENT

INSTALLATION ADDRESS

BILLING ADDRESS

| | |
|--|---|
| Client: Woodbury Co Auditor | Client: Woodbury Co Auditor |
| Address: Rm 103 Courthouse | Address: Rm 103 Courthouse |
| City/State: Sioux City IA Zip: 51101 | City/State: Sioux City IA Zip: 51101 |
| Phone No: (712) 279-6465 Fax: | Phone No: (712) 279-6465 Fax: |
| Key Operator: | Contact: |
| Email Address: shofmeyer@sioux-city.org | Email Address: |

Installation and Service Agreement Options: *Appropriate categories must be initiated by Client in the block to the left of the option*

| | | |
|-------------------------------------|--------------------------|---|
| Initial | Accept/Decline | |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Total Care Includes parts, labor and toner; excludes paper, staples & waste toner collectors. (\$95/hour if not on contract) |
| <input type="checkbox"/> | <input type="checkbox"/> | Initial Connectivity Includes the connectivity installation of 2 work stations (\$125/hour beyond 2 workstations) |
| <input type="checkbox"/> | <input type="checkbox"/> | Connectivity \$380/year includes one year of connectivity support beyond the initial installation, (per call rate is \$125.00/hour) |
| <input type="checkbox"/> | <input type="checkbox"/> | Meter Readings Meter readings are due no later than the 5th of each month, a \$25 fee will apply to all months requiring an estimation |
| <input type="checkbox"/> | <input type="checkbox"/> | Line Filter Covers damage from lightning, electrical surges, & power problems not covered under above programs. |

NOTES:

| Model | Serial Number | Price | Base Rate Per | |
|---------|---------------|-------|---|--|
| MPC4503 | | | <input checked="" type="checkbox"/> Mo. | <input type="checkbox"/> Qtr. <input type="checkbox"/> Yr. |
| 416543 | | | B & W Allowance | |
| 416544 | | | <input type="checkbox"/> Mo. | <input type="checkbox"/> Qtr. |
| 416564 | | | Images \$ 0.006 Per Image | |
| | | | Color Allowance | |
| | | | <input type="checkbox"/> Mo. | <input type="checkbox"/> Qtr. |
| | | | Images \$ 0.059 Per Image | |

CLIENT APPROVAL

Subject to terms and conditions on reverse side of this page.

By: Steve Hofmeyer
Duly Authorized Signature

Printed: Steve Hofmeyer

Title: Deputy of Elections

Date: 12/23/14 P.O. # _____

OFFICE ELEMENTS APPROVAL

By: Brad Arndt
Duly Authorized Signature

Printed: Brad Arndt

Title: Sales

Date: 12/23/2014

Start Date: ___/___/___ Placement Date: ___/___/___

Contract #: _____ Lease #: _____ Start Black Read: 0 Start Color Read: 0



TERMS & CONDITIONS

- 1. AGREEMENT:** You appoint Service Provider and Service Provider accepts the appointment to provide the services described in this agreement with respect to the equipment listed on the reverse side under "Model" (the "Equipment"). You agree to all of the terms and conditions included in this agreement and in any invoices that Seller may deliver to you under this agreement, which together are a complete statement of the parties' agreement regarding the Equipment (the "Agreement"). This Agreement shall become effective upon execution by the parties.
- 2. TERM:** The term of the Agreement begins on the date that you sign the Agreement and will continue from the first day of the following month for one year. Upon expiration of any term, this Agreement shall automatically renew for an additional term of one year and from year to year thereafter. Based on customer usage and volume, any rate change will be reflected on the renewal invoice unless terminated by either party by providing written notice to the other at least 30 days prior to the end of the term.
- 3. COVERAGE:** Service Provider shall provide prompt competent service, all parts, labor, mileage, and a reasonable supply of toner. You are responsible for purchasing staples and paper. Does not include service and parts necessitated by accident, misuse, attachments and/or supplies not approved by Equipment Manufacturer and Office Elements. This contract is non-transferable and is not refundable except as noted: Any unused portion of an existing service contract may be applied to a new replacement machine contract. The unused portion will be pro-rated by remaining months or copy usage. Seller shall not be obligated to provide service outside of normal working hours. Service calls, if needed after normal working hours, will be charged at Seller's standard hourly overtime rates.
- 4. SUPPLIES:** Toner allotment will be determined at the beginning contract coverage period. Toner will be supplied by Office Elements in sufficient quantities at accepted intervals as usage history indicates. Toner used by customer above normal allowance determined by Office Elements will be invoiced at a 20% discount off of retail price.
- 5. EQUIPMENT INSPECTION:** Equipment to be covered under this Agreement is to be in safe and normal operating condition. Service Provider is responsible for inspecting each item of Equipment within 60 days of assuming service responsibility. If the inspection reveals an item of Equipment that is not in safe or in normal operating condition, Service Provider will notify you within the next 30 days (or such shorter period as is necessary to avoid material risk or personal injury or property damage), and you are responsible for bringing that item of Equipment into safe and normal operating condition. If you request, Service Provider will make necessary repairs in accordance with its standard rates then in effect for such service. If you fail to bring that item of Equipment into safe and normal operating condition, Service Provider will not be required to provide maintenance services to that item of Equipment.
- 6. CONNECTIVITY & LINE FILTER:** If you selected the Connectivity Package, Service Provider shall provide 1 year of Connectivity Support beyond the initial installation. Connectivity Support includes installation and configuration of future workstations or servers for print/scan/fax software, reinstallation and troubleshooting of compatibility issues, and end user training. Connectivity Support does not include any network transport media issues, server or workstation operating system configuration or modification, custom integration with any third party software or hardware, or support for any workstation not physically located at your site. If you purchased a Line Filter, your rights and remedies relating to your use of the Line Filter are provided by the manufacturer's warranty.
- 7. SERVICE EXCLUSIONS:** Service Provider may decline to provide maintenance services with respect to the following: (a) any service for equipment not identified on the reverse side under "Model" or not subsequently approved by us in writing for coverage under this Agreement; (b) any Nonconforming Equipment; (c) any maintenance or repair service to be provided by you; (d) your moving the Equipment to a location deemed unreasonable by Service Provider; (e) any service or downtime caused by (i) a condition that was triggered or subject to a product recall, (ii) a design, specification or instruction provided by you or your representative, (iii) your failure to fulfill your responsibilities under this Agreement, (iv) the failure of anyone other than the Service Provider to comply with Service Provider's written instructions or recommendations, (v) your combining the Equipment with any incompatible item, (vi) any alteration or improper storage, handling, use or maintenance of any part of the Equipment by anyone other than Service Provider, (vii) design or manufacturing defects in any item of others, (viii) anything external to the Equipment not being serviced by Service Provider, including without limitation a building, structure deficiency, power surge, fluctuation or failure, and air conditioning failure, or (ix) anything beyond our reasonable control other than service necessitated by normal Equipment usage; including, but not limited to, acts of God
- 8. YOUR OBLIGATIONS:** Throughout the term of this Agreement, you shall: (a) notify Service Provider immediately if you determine that the Equipment is in need of repair or replacement; (b) permit Service Provider to enter the property where the Equipment is located to inspect it at any reasonable time; and (c) provide Service Provider with a reasonable amount of space to make any necessary inspections or repairs. (d) you are obligated to turn in timely meter readings as is required by the Service Provider
- 9. DEFAULT:** If you default in the performance of any of your obligations under this Agreement or any other agreement with Service Provider, Service Provider may (a) enforce this Agreement, (b) recover damages for the default, and (c) exercise any other remedy available by law. If Service Provider refers this Agreement to an attorney for collection, you agree to pay Service Provider's reasonable attorney's fees and actual court costs. You agree that any delay or failure by Service Provider to enforce its rights under this Agreement does not prevent Service Provider from enforcing any rights at a later time. No remedy set out in this paragraph is intended to be exclusive; each shall be cumulative but only to the extent necessary for Service Provider to recover from you those monies for which you are liable.
- 10. DISCLAIMER OF WARRANTY:** SERVICE PROVIDER EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE RELATED TO THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR RELATED TO THE LINE FILTER, INCLUDING WITHOUT LIMITATION THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 11. MISCELLANEOUS:** You shall not assign any of your rights or obligations under this Agreement without the prior written permission of Service Provider. This Agreement shall be governed by and construed in accordance with Iowa law, without giving effect to any principle of conflicts of law or choice of law that would otherwise make the law of any other jurisdiction govern this Agreement. The parties agree that the venue for any legal action arising out of this Agreement shall be in Sioux City, Iowa. If any provision of this Agreement is declared unenforceable, the other provisions in the Agreement shall remain in effect.
- 12. THIRD PARTY SOFTWARE:** Despite any other terms and conditions of the Agreement, you agree that this Agreement does not provide service for any Third Party Software that may be delivered with or installed on the Equipment. You agree that your use of such Third Party Software is governed by the terms and conditions of the end user license agreement for the Third Party Software.
- 13. PAYMENT:** The Maintenance Agreement price that you shall pay to Seller for the maintenance is the amount listed on the reverse side opposite "Per Image" for both Black and White pages and Color pages. Office Elements will send you invoices that describe the payment terms, including the total amount that you owe to Seller. You shall pay all federal, state and local sales, use, property, or other taxes imposed on or with respect to the Maintenance Agreement. In addition, a fuel / freight surcharge may be imposed.