



modern office methods

DOCUMENT MANAGEMENT AGREEMENT

APPLICATION NO.

AGREEMENT NO.

4747 Lake Forest Drive • Cincinnati, OH 45242 • Phone: 513.791.0909 • Fax: 513.791.0985

The words Lessee, you and your refer to Customer. The words Lessor, we, us and our refer to Modern Office Methods, Inc.

CUSTOMER INFORMATION

FULL LEGAL NAME: GAHANNA, City of; STREET ADDRESS: 200 S. HAMILTON RD.; CITY: GAHANNA; STATE: Ohio; ZIP: 45242; PHONE: 614-342-4800; BILLING NAME: (IF DIFFERENT FROM ABOVE); BILLING STREET ADDRESS; CITY; STATE; ZIP; E-MAIL

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE): 460 Rocky Fork, 480 Rocky Fork, 152 OKLAHOMA, 780 SCIENCE, 110 MILL GAHANNA, OHIO 45242

EQUIPMENT WITH INDEPENDENT MINIMUMS

Table with columns: MAKE/MODEL/ACCESSORIES, SERIAL NO., MONTHLY PAYMENT\*, B&W IMPRESSIONS INCLUDED / MONTH, COLOR IMPRESSIONS INCLUDED / MONTH, B&W OVERAGES\*, COLOR OVERAGES\*, STARTING METER - B&W, STARTING METER - COLOR

OR

EQUIPMENT WITH CONSOLIDATED MINIMUMS

Table with columns: MAKE/MODEL/ACCESSORIES, SERIAL NO., STARTING METER - B&W, STARTING METER - COLOR

SEE SCHEDULE "A"

Monthly Payment\* \$ 3611.17; B&W Impressions per Month 100,800; B&W Overages\* \$ .0049; Color Impressions per Month 19,217; Color Overages\* \$ .049

TERM AND PAYMENT SCHEDULE

Term in 60 Months; The contract payment ("Payment") period is monthly unless otherwise indicated. \*plus applicable taxes; METER READINGS VERIFIED: B&W - QUARTERLY COLOR - QUARTERLY; By initialing here, you agree that service and supplies are not included in this Agreement.

END OF AGREEMENT OPTIONS

You will have the following option at the end of the original term, provided that no event of default under the Agreement has occurred and is continuing. To the extent that any purchase option indicates that the purchase price will be the "Fair Market Value" (or "FMV"), such term means the value of the Equipment in continued use. 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.

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

LESSOR ACCEPTANCE

Modern Office Methods, Inc. 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. GAHANNA, City of SIGNATURE TITLE DATED 31-6400492 FEDERAL TAX I.D. # PRINT NAME

CONTINUING GUARANTY

You unconditionally and absolutely, jointly and severally, guarantee that Customer will fully and promptly pay and perform all obligations under the Agreement and any addendums and supplements thereto. This is a continuing Guaranty and shall not be revoked by your death, bankruptcy, incompetency or insolvency. You may not terminate or revoke this Guaranty without written notice to us, and this Guaranty shall continue in full force and effect with regard to all of Customer's obligations arising prior to the date of such notice. We may make changes, including compromise or settlement, with the Customer, and you waive any abatement, setoff, defense or counterclaim for any reason and all notice of any changes or default. It is not necessary for us to proceed first against the Customer before enforcing this Guaranty. You certify that the financial information you have given us is true, complete and accurate in all material respects. You authorize us to obtain credit bureau reports for credit and collection purposes and to share them with our affiliates and agents. Without our prior written consent, you will not transfer your obligations under this Guaranty or all or substantially all your assets to anyone. This Guaranty will be binding on your estate, heirs, successors and assigns. We may assign this Guaranty without notice. The undersigned, as to this guaranty, agree(s) to the designated forum and consent(s) to personal jurisdiction, venue, and choice of law as stated in the Agreement, agree(s) to pay all costs and expenses, including attorney fees, incurred by Lessor or Lessor's assignee related to this guaranty and the Agreement. BOTH PARTIES IRREVOCABLY WAIVE ALL RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED HERETO.

PRINT NAME OF GUARANTOR SIGNATURE (AS AN INDIVIDUAL) HOME PHONE DATED

1. **AGREEMENT:** For business purposes only, you agree to lease from us the goods, together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries (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, excluding equipment marked as not financed under 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. If service and supplies are not included, this Agreement will start on the date we pay the supplier and 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 automatically renew for 12-month term(s) unless you purchase or return the Equipment (according to the conditions herein) and 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. You shall deliver all information requested by us which we deem reasonably necessary to determine your financial condition and faithful performance of the terms hereof.

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 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. 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 state of 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, we may (A) secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we place insurance on the Equipment, we will not name you as an insured and your interests may not be fully protected. If we secure insurance on the Equipment, you will pay us an amount for the premium which may be higher than the premium that you would pay if you placed the insurance independently and an insurance fee which may result in a profit to us through an investment in reinsurance; or (B) charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. **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 we have not otherwise agreed in writing, 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 4%). 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, our assignee 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 fail to perform in accordance with the covenants, terms and conditions of 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 2%). 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 this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 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. **SIGNATURES, ADDITIONAL DOCUMENTS, MISC.:** The parties agree that the original of this Agreement for enforcement and perfection purposes shall be that copy which bears your original, facsimile, or handwritten computer-generated signature, and which bears our original signature, and such original shall constitute "Tangible Chattel Paper" under the UCC. 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.

8. **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 REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS.

9. **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 the law of the state of the principal place of business of Lessor or its assignee. You consent to jurisdiction and venue of any state or federal court in the state the Lessor or its assignee has its principal place of business 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.**

10. **MAINTENANCE AND SUPPLIES:** This Document Management Agreement includes full service, parts and labor, drum, developer, toner, toner waste bag (paper, transparency film, staples, labels and any item not specifically listed are not included in the plan, but may be purchased through us.) You shall be responsible for ordering and maintaining an adequate inventory of consumable supplies. No more than 60 days' average usage should be kept on hand at any one time. A meter read and serial number will be requested at time of order. You agree to use consumable supplies ordered hereunder only in connection with Equipment subject to this Agreement. We shall review, from time to time, consumable supplies ordered by and shipped to you and the actual impression volume made on Equipment covered by this Agreement. In the event of a significant variance between the amount and/or type of consumable supplies ordered and the type of and/or impression volume made on such Equipment we shall have the right to charge you for any variance in excess of 20%. Variance will be calculated using manufacturer's recommended yield. All supplies in your possession belong to Modern Office Methods and will be made available to us if this Agreement is canceled for any reason, including non-payment. Such returned consumable supplies will not be credited to your account. If this Agreement expires or is terminated, we shall be permitted to pick-up the quantity of unused consumable supplies which are in your inventory for use in connection with the unit(s) of Equipment subject to such expired or terminated Agreement. (A) Scope of Coverage: This Agreement covers all labor and materials for adjustment (excluding densitometer), repair and/or replacement of parts necessitated by the normal use of the Equipment, except as provided herein. Damage to the Equipment or its parts arising from misuse, abuse, negligence or cause beyond our control, such as use beyond buyers' lab recommended volume or Acts of God, are not covered and will be charged to you at the then current per call Modern Office Methods' service rate. In addition, we may terminate this Agreement in the event the Equipment is modified, damaged, altered or serviced by personnel other than those authorized by us, or the parts or supplies used are not authorized by us. (B) Service Calls: Service Calls under this Agreement will be made during normal business hours (Monday through Friday, 8:00 a.m. - 5:00 p.m.) by the authorized service center in the area of the installation address shown on the face of this Agreement. Travel and labor time for calls made outside of normal business hours, on weekends or holidays, if available, will be charged at the overtime rates in effect at the time the call is made. All toner included in the Agreement is based off manufacturer's stated yields, at 6% coverage. We may charge you a supply freight fee to cover our costs of shipping supplies to you. All 11" x 17" impressions will count as two meter impressions per side. If third-party hardware and/or software maintenance support for the Equipment is required by you, you understand that the support plan for such third-party maintenance has been acquired by us on your behalf and payment for such support is included in the Payment for the term specified on this Agreement. Such third-party maintenance will be performed by a third-party vendor. For third-party maintenance, please refer to the terms and conditions of the agreement(s) with the third-party vendor. Furthermore, the third-party maintenance support will begin with the third-party shipment date to us.

11. **OVERAGES AND COST ADJUSTMENTS:** You agree to comply with our billing procedures including, but not limited to, providing us with periodic meter readings on the Equipment. At the end of the first 12 months after commencement of this Agreement, and once each successive 12-month period thereafter, we may increase the Payment and the per impression charge that exceeds the number of impressions originally designated in this Agreement ("Overages") by a maximum of 15% of the existing per impression charge. 590

12. **UPGRADE AND DOWNGRADE PROVISION:** AFTER COMMENCEMENT OF THE AGREEMENT AND UPON YOUR WRITTEN REQUEST, AT OUR SOLE DISCRETION, WE MAY REVIEW YOUR IMPRESSION VOLUME AND PROPOSE OPTIONS FOR UPGRADING OR DOWNGRADING THE EQUIPMENT TO ACCOMMODATE YOUR BUSINESS NEEDS.

13. **METER READING:** You agree to comply with any billing procedures designated by us, including notifying us of the meter reading at the end of each month. If after two notices, through no fault of Modern Office Methods, we are unable to get a meter reading, we may estimate the reading and bill you accordingly. You will pay the invoice based on the estimated read. An adjustment will be made on a future invoice to reflect any difference between the estimated and actual read.

14. **TRANSITION BILLING:** In order to facilitate an orderly transition, including installation and training, and to provide a uniform billing cycle, the start date of this Agreement (the "Effective Date") will be a date after the certification of acceptance of the Equipment, as shown on the first invoice. The payment for this transition period will be based on the base minimum usage payment, prorated on a 30-day calendar month, and will be added to your first monthly Payment.







# Site Survey

v9.18.17

| General     |                    |           |                        |
|-------------|--------------------|-----------|------------------------|
| Company     | CITY OF GAHANNA    | Contact   | CRAIG MAIN             |
| Address     | 200 S. HAMILTON RD | Phone #   | 614-342-4090           |
| City St Zip | GAHANNA, OH 45242  | e-Mail    | CRAIG.MAIN@GAHANNA.GOV |
|             |                    | Order #   |                        |
|             |                    | Sales Rep | MIKE GREENE            |
|             |                    | Date      |                        |

| Delivery Information |         |  |  |                                   |          |                          |            |         |  |                                   |                                   |          |                          |
|----------------------|---------|--|--|-----------------------------------|----------|--------------------------|------------|---------|--|-----------------------------------|-----------------------------------|----------|--------------------------|
| Model                | C4504EX | <input checked="" type="checkbox"/> 115v/15a | <input type="checkbox"/> 115v/20a            | <input type="checkbox"/> 220v/20a | Steps    | <input type="checkbox"/> | Model      | C6004EX | <input checked="" type="checkbox"/> 115v/15a | <input type="checkbox"/> 115v/20a | <input type="checkbox"/> 220v/20a | Steps    | <input type="checkbox"/> |
| Location             | MAYOR   |  |  |                                   | Elevator | <input type="checkbox"/> | Location   | COUNCIL |  |                                   |                                   | Elevator | <input type="checkbox"/> |
| IP Address           |         | <input checked="" type="checkbox"/>          | <input type="checkbox"/>                     | <input type="checkbox"/>          | Dock     | <input type="checkbox"/> | IP Address |         | <input checked="" type="checkbox"/>          | <input type="checkbox"/>          | <input type="checkbox"/>          | Dock     | <input type="checkbox"/> |
| Model                | MP7503  | <input checked="" type="checkbox"/> 115v/15a | <input checked="" type="checkbox"/> 115v/20a | <input type="checkbox"/> 220v/20a | Steps    | <input type="checkbox"/> | Model      | C6004EX | <input checked="" type="checkbox"/> 115v/15a | <input type="checkbox"/> 115v/20a | <input type="checkbox"/> 220v/20a | Steps    | <input type="checkbox"/> |
| Location             | FINANCE |  |  |                                   | Elevator | <input type="checkbox"/> | Location   | COURT   |  |                                   |                                   | Elevator | <input type="checkbox"/> |
| IP Address           |         | <input checked="" type="checkbox"/>          | <input checked="" type="checkbox"/>          | <input type="checkbox"/>          | Dock     | <input type="checkbox"/> | IP Address |         | <input type="checkbox"/>                     | <input type="checkbox"/>          | <input type="checkbox"/>          | Dock     | <input type="checkbox"/> |

| Connectivity & Software                      |   |   |   |
|--|---|---|---|
| IT Contact                                   | CRAIG MAIN                              | <input type="checkbox"/> Hot Swap                               | <input type="checkbox"/> User Codes                                 |
| IT Phone                                     | 614-342-4070                            | <input type="checkbox"/> Desktop Fax                            | <input type="checkbox"/> Scan to Email                              |
| IT Email                                     | CRAIG.MAIN@GAHANNA.GOV                  | <input type="checkbox"/> Demo Unit                              | <input type="checkbox"/> Fiery / Creo                               |
| <input checked="" type="checkbox"/> Internal | <input type="checkbox"/> Outsourced     | <input type="checkbox"/> Fax Forward                            | <input type="checkbox"/> PPDM                                       |
| <input type="checkbox"/> None                |   | <input type="checkbox"/> PS for Macs                            | <input type="checkbox"/> Spectrophotometer                          |
| Who will be networking the equipment?        | <input checked="" type="checkbox"/> MOM | Is there a network drop available within 5 feet of the machine? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Client              | <input type="checkbox"/> Not Connected  | Is there a fax line available within 5 feet of the machine?     | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |

Modern Office Methods (MOM) would like to install a Data Collection Agent (DCA) on your network so we can more effectively care for your equipment needs. This DCA will send basic MIB data to us which includes equipment information such as meter reads, models, serial numbers and toner levels. This information will allow us to gather your contracted meter data without interfering with the productivity of your employees and will assist us in monitoring the serviceability of your equipment.

DCA Already Installed  DCA Install Approved

\_\_\_\_\_  
Signature Authorizes DCA Installation

**Network Services & Installation Rates Charge**

Includes hardware set-up/delivery, and installation of print drivers on up to 4 computers per device. Also includes remote support and one additional on-site visit (up to 4 hours) for PRINT, SCAN, and NETWORK FAX issues. Network Services support, renews annually and is billed with your Lease or Service Agreement. Support for customers who have declined these

**Connectivity Warranty**

Modern Office Methods warrants the connectivity for 30 days. In any instance, even within the 30-day warranty period, the client updates the operating system, upgrades the network server, and or purchases a new workstation, thus requiring additional service(s) connecting the Modern Office Methods device; this service will be billed at a rate of \$150.00 per hour with a 1 hour minimum.

**Client Responsibilities**

Data ports, network drops, network cables, USB/Firewire/Parallel cables, network switches, analog fax ports, fax cables and power receptacles are to be provided by the client.

- Provide a dedicated polarized electrical power outlet.
- Provide a dedicated analog fax line if faxing is required.
- Provide a dedicated active network port and proper cabling.
- Provide adequate space for the equipment meeting the manufacturer's specifications.
- Provide a network administrator on site or have administrator available by phone for installation support and training.

**Software Acknowledgement & Release**

Client hereby acknowledges that it has requested Modern Office Methods (MOM) to install certain software or hardware products ("the products") on client's computer hardware, peripherals, network hardware, and network software ("the computer"). Client acknowledges that Modern Office Methods has no knowledge or control over the type of software currently on the client's computer or the environment in which it operates some software, including existing software which may contain configurations or algorithms which are incompatible with the products. Client acknowledges that because of these and other factors which are beyond the control of Modern Office Methods, there are risks associated with the installation or service of the products including, without limitations, the risk that the data on the computer may be damaged or deleted. Client acknowledges that it is advisable and the sole responsibility of the client, prior to installation or service of products, to back up all data contained on the computer which the client, in its sole discretion, deems necessary, including, without limitations, all directories, subdirectories and partitions. If any data is damaged or deleted, client is responsible for restoring such data to the computer. In consideration of Modern Office Methods agreeing to perform such installation, client agrees for itself, its employees, agents, successors and assigns to indemnify MOM, its owners & employees from any and all claims, debts, costs, liabilities, expenses, damages, actions and causes of action of service, maintenance, function or use of the products and the actions of any employees or agents of Modern Office Methods related to the installation, maintenance, function, or use of the software or

Signature \_\_\_\_\_ Date \_\_\_\_\_

Network Installation Terms & Conditions Acceptance

**Post-Installation Training**  Yes  No

Key Operator Contact \_\_\_\_\_ Phone # \_\_\_\_\_ e-Mail \_\_\_\_\_

Special Instructions \_\_\_\_\_

# Machine Removal Information

## Hard Drive Security

- I request Modern Office Methods perform a **Quick Format** of the machine(s) indicated. I understand this procedure eliminates the path to find information on the hard drive, but does not clear the hard drive of all data. While it would be tremendously difficult, if someone has the appropriate tools it may be possible to get data from the hard drive, thus posing a potential security risk. There is no charge for this service.
- I request Modern Office Methods perform a **Secure Hard Drive Overwrite meeting DoD Standard requirements**. I understand that once overwritten, the data will not be recoverable. I agree to pay Modern Office Methods \$175 per hard drive they overwrite and understand that some devices have more than one hard drive. Modern Office Methods will provide an overwrite certificate(s) upon completion.
- I request Modern Office Methods **REMOVE** the hard drive(s) from the machine(s) indicated. (MOM will only perform this service on machines we sell or service.) I understand that hard drive removal may render the machine(s) inoperable and agree to hold MOM harmless for all loss of data and machine functionality. We will replace the hard drive with one that should make the machine operable, but, it will remain your responsibility that the machine operates properly. This may be important for any machine that is on a lease contract. I understand that some devices have more than one hard drive and agree to pay MOM \$300 per hard drive that is removed.

Client agrees to hold Modern Office Methods, it's owners, employees & assigns harmless from any & all claims, including attorneys fees and costs. Client acknowledges its full responsibility for any damages and/or financial penalties which may be incurred.

Client Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_  
HD Security Terms & Conditions Acceptance

## Client Asset Pick-up Authorization

- "Remove" & Transfer Ownership to MOM:** I request that Modern Office Methods (MOM) remove the asset(s) indicated below including all accessories. I acknowledge that we (client) own the equipment & are transferring ownership of the asset(s) wholly to Modern Office Methods. I understand that we will remain responsible for all current and future charges due on the asset(s) including, but not limited to, lease payments, lease buyouts, service invoices, etc. We will hold Modern Office Methods harmless for all charges due against the asset(s). We agree that the asset(s) will not be available for return once MOM receives the asset(s).
- Return to Leasing Company with RMA:** I request that Modern Office Methods (MOM) remove the asset(s) indicated below including all accessories and arrange to have the asset(s) returned to the leasing company per the leasing company's instructions. I acknowledge that we (Client) are responsible for all current and future charges due on the lease agreement(s) and will hold Modern Office Methods harmless for any and all additional charges incurred due to return delays, missing items/accessories, or damage that occurs to asset(s). Return shipping charges of \$500 per device will apply.
- "Store" in MOM Warehouse:** I request that Modern Office Methods (MOM) remove the asset(s) indicated below including all accessories and store the asset(s) in MOM's warehouse. I acknowledge that Modern Office Methods is not insuring the asset(s) and we (client) will hold MOM harmless for any loss or damage to the asset(s) that occurs outside of MOM's control. Storage charges to client will be billed at the rate of \$100 per month per device, plus a \$150 transportation fee each direction to and from the client's location. These fees are payable on the first day of each month the asset(s) are in MOM's custody and will continue until MOM returns the asset(s) or has been instructed in writing to dispose of the asset(s). We (MOM) will schedule your machine(s) to be returned at your requested dates, but you (Client) understand that it is your responsibility to request return of the asset(s) in writing within 30 days prior to your requested return date.

Client agrees to hold Modern Office Methods, it's owners, employees & assigns harmless from any & all claims, including attorneys fees and costs. Client acknowledges its full responsibility for any damages and/or financial penalties which may be incurred.

Print Name \_\_\_\_\_ Signature \_\_\_\_\_ Requested Return Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

### "Storage" Comment Information:

### Asset(s) To Be Picked Up

|       |        |          |             |          |         |                                   |  |                                  |
|-------|--------|----------|-------------|----------|---------|-----------------------------------|--|----------------------------------|
| Model | C4503  | Serial # | E17M160572  | Location | MAYOR   | <input type="checkbox"/> "Remove" | <input checked="" type="checkbox"/> "Return" | <input type="checkbox"/> "Store" |
| Model | MP7502 | Serial # | W874L300231 | Location | FINANCE | <input type="checkbox"/> "Remove" | <input checked="" type="checkbox"/> "Return" | <input type="checkbox"/> "Store" |
| Model | C6003  | Serial # | E194M110424 | Location | COUNCIL | <input type="checkbox"/> "Remove" | <input checked="" type="checkbox"/> "Return" | <input type="checkbox"/> "Store" |
| Model | C2551  | Serial # | V9185701049 | Location | COURT   | <input type="checkbox"/> "Remove" | <input checked="" type="checkbox"/> "Return" | <input type="checkbox"/> "Store" |

### Asset(s) To Be Relocated

|       |          |         |         |       |
|-------|----------|---------|---------|-------|
| Model | Serial # | Address | Contact | Phone |
| Model | Serial # | Address | Contact | Phone |
| Model | Serial # | Address | Contact | Phone |
| Model | Serial # | Address | Contact | Phone |

**Relocation Pricing:** Machine relocation within a facility in Zone 1 or 2 = \$100. Relocation to a different facility in Zone 1 or 2 = \$200. Add \$50 per each additional service zone & \$100 per machine for each additional person required for the move. After the first machine in a facility, each additional machine will be charged at \$50. The need for a DSE will be charged at \$150 / hour. Moving on stairs will require a written quote.

Additional Comments or Information For Assets To Be Picked Up or Relocated







AGREEMENT NO.

## STATE AND LOCAL GOVERNMENT ADDENDUM

Addendum to Agreement # \_\_\_\_\_, dated \_\_\_\_\_, between \_\_\_\_\_, as Customer and **Modern Office Methods, Inc.**, as Lessor. The words **you** and **your** refer to **Customer**. The words **we**, **us** and **our** refer to **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 or other authority 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."

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.

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."

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 the event of any conflict between this Addendum and the Agreement, this Addendum shall prevail. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer.

Modern Office Methods, Inc.

Lessor

Signature

Title

Date

CITY OF GAITHERSBURG

Customer

X

Signature

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.

# OHIO FISCAL OFFICER CERTIFICATE

AGREEMENT #

Re: Lease Agreement # \_\_\_\_\_, between \_\_\_\_\_, as Customer and \_\_\_\_\_, as Lessor.

*MODERN OFFICE METHODS CITY OF SAHAWNA*

The undersigned as Fiscal Officer of Customer hereby certifies as of the date stated below that the amount required to pay lease Payments and all other amounts required to be paid under the Agreement during the original term have been lawfully appropriated for such purpose and are in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances.

*CITY OF SAHAWNA*

Customer

Signature

Title

Date

[This certificate must be signed by the fiscal officer of the Customer per ORS § 5705.41(D).]

**THIRD PARTY LEASE SETTLEMENT AGREEMENT**

This Third Party Lease Settlement Agreement ("Agreement") is entered into this \_\_\_\_\_ by and between Modern Office Methods, Inc. ("MOM"), located at 4747 Lake Forest Drive, Cincinnati Ohio 45242 and the City Of Gahanna ("Client").

In consideration of mutual covenants and promises contained in this Agreement and intending to be bound hereby, both parties agree to the following terms and conditions:

1. Client agrees to accept a check in the amount of \$ 10,488 ("Settlement Amount") in complete settlement of Client's Third Party Lease with current leasing vendor ("Third Party").

Select One

- MOM will pay the settlement amount directly to the Client. Upon receipt of shipping documents, MOM will return equipment to Third Party Leasing Company.
- MOM will pay the settlement amount directly to Client and remove the equipment from the Client's premises. The client agrees that all financial obligations, including any open invoices, contract payoff amount, purchase option and taxes for the third party lease will be satisfied and agrees to transfer ownership of traded-in equipment to MOM.

- 1a. Client authorizes Modern Office Methods to pay Third Party on its behalf.

- Client requests and grants authority to MOM to pay the third party on its behalf. This option requires a payoff letter from the third party listing all open items that must be satisfied to close the account. The settlement amount must match the payoff amount listed in the payoff letter from the third party. Any additional billings and /or fees not contained in the payoff letter are the responsibility of the client. Client agrees to transfer ownership of the equipment to MOM and MOM agrees to remove the equipment from the Client premises.

2. Client hereby agrees to make all remaining lease payments ("Payments") to Third Party until Client's obligation is fulfilled.
3. If the sum of Client's Payments and Charges to Third Party is less than the Settlement Amount, Client retains any excess amount. If the sum of Client's Payments and Charges to Third Party is greater than the Settlement Amount, MOM agrees to pay such amounts.
4. The Settlement Amount will be paid one week after complete installation of the equipment by MOM.
5. This Agreement contains all terms and conditions relating to said Third Party Lease Settlement and may only be modified in writing, signed by both parties.

Modern Office Methods, Inc.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

City Of Gahanna

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



AGREEMENT NO.

# REQUEST FOR CERTIFICATE OF INSURANCE (EQUIPMENT)

THIS FORM IS PROVIDED FOR THE CUSTOMER TO APPROVE AND FORWARD TO ITS INSURERS.

\*\*\*\*PLEASE FILL IN YOUR INSURANCE INFORMATION\*\*\*\*

Insurable Value: \$ 200,000.00

TO: Customer's Insurance Agent

Description of Item(s) to be insured:

Name of Agency: \_\_\_\_\_

(1) RICOH C6503 SP

Address: \_\_\_\_\_

(2) RICOH MP7503

Phone: \_\_\_\_\_

(3) RICOH C4504 EX

Fax: \_\_\_\_\_

(4) RICOH C6004 EX

(5) RICOH C2004 EX

(3) RICOH MP4055

We have entered into an Agreement with Modern Office Methods, Inc. for item(s) described above. This is a "NET" Agreement and we are responsible for the insurance. The insurance policy must be for the full original cost and include a provision for the following requirements:

1. COMPREHENSIVE GENERAL LIABILITY/PROPERTY DAMAGE COVERAGE:

2. PLEASE SHOW AS LENDER'S LOSS PAYEE ON THE CERTIFICATE OF INSURANCE:

Modern Office Methods, Inc. **AND/OR ITS ASSIGNS**  
4747 Lake Forest Drive  
Cincinnati, OH 45242

3. Email a copy of the revised Certificate of Insurance to [leasing@momnet.com](mailto:leasing@momnet.com).

I authorize the above agent to immediately place the insurance coverage required for the described item(s). Please issue a binder of insurance to the above-named **Lender's Loss Payee** by return mail and replace it with the original insurance policy or endorsement within thirty (30) days. Please be sure that the Agreement number referenced above is included somewhere on the documentation package.

CITY OF CANTON

Customer

X [Redacted]

Signature

[Redacted]

Title

[Redacted]

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.



### Sales and Use Tax Unit Exemption Certificate

The purchaser hereby claims exception or exemption on all purchases of tangible personal property and selected services made under this certificate from:

Modern Office Methods

(Vendor's name)

and certifies that the claim is based upon the purchaser's proposed use of the items or services, the activity of the purchase, or both, as shown hereon:

Government

**Purchaser must state a valid reason for claiming exception or exemption.**

City Of Gahanna

Purchaser's name

Government

Purchaser's type of business

200 S. Hamilton Rd.

Street address

Gahanna, Ohio 43230

City, state, ZIP code

Signature

Title

Date signed

Vendor's license number, if any

Vendors of motor vehicles, titled watercraft and titled outboard motors may use this certificate to purchase these items under the "resale" exception. Otherwise, purchaser must comply with either Administrative Code Rule 5703-9-10 or 5703-9-25.

This certificate cannot be used by construction contractors to purchase material for incorporation into real property under an exempt construction contract. Construction contractors must comply with Administrative Code Rule 5703-9-14.