

SHIP TO:

Bill To:

EQUIPMENT

SUPPLIES

TERMS AND CONDITIONS:

AUTHORIZED BY (PRINT)

TITLE _____ DATE _____

P.O. NO. _____

SALES REPRESENTATIVE R. KLOMMINGA

METHOD OF DELIVERY

800-443-4583

EXHIBIT A



LBP Leasing
37200 Research Drive
Eastlake, Ohio 44095
(440) 953-1199
FAX (440) 953-0412

Lease Number

Schedule of Payments

36 Monthly Payments of \$ 257.94
(applicable taxes to be billed)

Except as otherwise indicated below:

- ☐ QUARTERLY
☐ OTHER

Payments of \$ _____
(applicable taxes to be billed)

PAYABLE AT SIGNING OF THE LEASE (check one)

- ☐ Security Deposit per Paragraph 5 \$
☒ First and Last
☐ Other

Total Payments \$ 575.88

VENDOR: LAKE BUSINESS PRODUCTS, INC.

37200 Research Drive
Eastlake, Ohio 44095

EQUIPMENT DESCRIPTION:

CANON M3300 MICROFILM READER
OKI MFS 4200B MFP

EQUIPMENT LOCATION IF OTHER THAN BELOW:

Dear Lessee: We have written this lease in plain language because we want you to fully understand its terms. Please read your copy of this lease carefully and feel free to ask any questions you may have about it. We use the words you and your to mean the lessee indicated below. The words we, us, and our refer to the lessor indicated below.

1. **LEASE AGREEMENT:** You agree to lease from us and we agree to lease to you the equipment listed above, which you agree will be used for business purposes only. You promise to pay us the sum of all of the rental payments indicated on the schedule above and/or attached, which sum can be calculated by multiplying the number of payments times the payment amount indicated on the schedule(s).

2. **ORDERING EQUIPMENT:** You request that we arrange delivery to you at your expense. If the equipment has not been delivered, installed, and accepted by you within forty-five (45) days from the date that we ordered the equipment, we may on ten (10) days written notice to you terminate the lease and our obligations to you. In the event that we have issued a purchase contract or order for the equipment, you agree that the purchase order or contract is acceptable to you. If you have entered into a purchase contract for the equipment, you agree to assign it to us, effective when we pay for the equipment.

3. **NO WARRANTIES:** We are leasing the equipment to you "AS IS." WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR ORDINARY USE IN CONNECTION WITH THIS LEASE. If the Vendor or anyone else has made a representation or warranty to you as to the equipment or any other matter, you agree that any such representation or warranty shall not be binding on us, nor shall the breach of such relieve you of, or in any way affect, any of your obligations to us under this lease. If the equipment is not satisfactory for any reason, you shall make your claim only against the Vendor and you shall nevertheless pay us all rent payable under this lease. So long as you are not in default under any of the terms of this lease, we transfer to you any warranties made to us by the Vendor, manufacturer or suppliers. You understand and agree that the Vendor, its agents and employees are not agents of ours, nor are they authorized to waive or change any term or condition of this lease. YOU AGREE THAT, REGARDLESS OF CAUSE, YOU WILL NOT ASSERT ANY CLAIM WHATSOEVER AGAINST US FOR LOSS OF PROFITS YOU EXPECTED TO MAKE OR ANY OTHER DIRECT, SPECIAL OR INDIRECT DAMAGES. If you have entered into a maintenance agreement with respect to the equipment and the cost of such maintenance agreement is to be paid by us to the Vendor or someone else, then you acknowledge that we shall not be responsible for the service, repairs, or maintenance of the equipment, that we are not a party to any such maintenance agreement, and even if you have a dispute regarding maintenance or service you will continue to pay us all rental and maintenance payments due under this lease and all schedules to this lease.

4. **NON-CANCELABLE LEASE:** This lease cannot be canceled by you.

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS WHICH ARE PART OF THIS LEASE.

ACCEPTED BY:

LBP Leasing, Inc.
37200 Research Drive
Eastlake, Ohio 44095

BY: _____
Title

DATE: _____

LESSEE (FULL LEGAL NAME)

CITY OF GAYANNA
200 SOUTH HAMILTON ROAD
Billing Address

GAYANNA OHIO 43230
City County State Zip

Phone No. (614) 342-4090 Date: _____

(The undersigned certifies that the equipment shall be used for business purposes and agrees that no modification to this lease will be effective unless made in writing and signed by both parties.)

By X _____
Authorized Signature Title

Print Name _____

5. TERM OF LEASE, ADMINISTRATIVE FEE: The lease term will start on the date that any equipment is delivered to you or your agent ("The Commencement Date") and will continue until you have met all of your obligations under the lease. Advance rentals are not refundable if the lease does not begin for any reason. The payments of rent are payable periodically in advance as stated above or on any schedule to this lease. The first payment is due on the Commencement Date. You will be notified in writing if we change the date of your first payment. Thereafter, consecutive periodic payments will be due on the same day each period indicated on the reverse side. All payments will be made to us at our address on this lease, or at another address which we would designate in writing. Your obligation to pay rentals to us is unconditional and is not subject to any reduction, set-off, defense, or counterclaim for any reason whatsoever. You authorize us to insert serial numbers and other identification data about the equipment, as well as other omitted factual matters. If we accepted a security deposit from you, it will be held by us to secure your faithful performance of this lease, and it will be returned or applied as stated in Paragraph 14. You shall pay to us a one-time administrative fee of \$25.00 (or, if we notify you, some alternative amount not to exceed \$45.00) to reimburse us for our start-up administrative costs.

6. ASSIGNMENT: You may not sell, transfer, assign or sublease the equipment. We may, without notifying you, sell, assign or transfer this lease and ownership of the equipment, and you agree that if we do so, the new lessor will have the same rights and benefits that we now have, and the new lessor will not have to perform any of our obligations. You agree that the rights of the new lessor will not be subject to any claims, defenses or set-offs that you may have against us. However, any such assignment, sale, or transfer of this lease or the equipment will not relieve us of our obligations to you under this lease.

7. OWNERSHIP AND QUIET ENJOYMENT: We are the owner of the equipment and have title to the equipment. If any other person attempts to claim ownership of the equipment by asserting that claim against you or through you, you agree, at your expense, to protect and defend our title to the equipment. Further, you agree that you will at all times keep the equipment free from any legal process or lien whatsoever, and you shall give us immediate notice if any legal process or lien is asserted or made against the equipment. So long as you are not in default under any of the terms in this lease, we agree that you shall quietly use and enjoy the equipment.

8. CARE, USE AND LOCATION; LOSS OF EQUIPMENT: You are responsible for installing and keeping the equipment in good working order and repair. You are responsible for protecting the equipment from damage, except for ordinary wear and tear and from any other kind of loss while you have the equipment or while it is being delivered to you. Even if the equipment is damaged or lost, you agree to continue to pay rent. You will keep and use the equipment only at your address shown above, and you will only use it for business purposes and in compliance with all applicable laws. You will not make any alterations to the equipment without our prior written consent (which we will not unreasonably withhold), nor will you permanently attach the equipment to your real estate. You agree that you will not remove the equipment from the address unless you get our written permission in advance. At the end of the term of lease, you will return the equipment to us, at our expense.

9. TAXES AND FEES: You agree to pay when due all taxes, fines and penalties relating to this lease. You also agree that we have the right each year to estimate the yearly personal property taxes that will be due for the equipment and that you will pay us the estimated taxes when we request payment. If we pay any of those taxes, fines or penalties for you, you agree to reimburse us on demand. You also agree that we have the right to sign your name to any document for the purpose for such filing, so long as the filing does not interfere with your right to use the equipment.

10. INDEMNITY: We are not responsible for any injuries or losses to you or any other person caused by the installation or use of the equipment. You agree to reimburse us for and to defend us against any claims from such losses or injuries. This indemnity shall continue even after the term of this lease has expired.

11. INSURANCE: You agree to keep the equipment fully insured against loss until you have met all your obligations under this lease. You agree to obtain a general public liability insurance policy, covering both personal injury and property damage, from anyone who is acceptable to us and to include us as an insured on the policy. You agree to provide us with certificates or other evidence of insurance acceptable to us. If any insurance proceeds are paid as a result of any such loss or damage to the equipment, you agree that such insurance proceeds shall be paid to us to satisfy your rental obligations under this lease. If the equipment is either lost or totally destroyed, and you are not in default, under the terms of this lease, instead of continuing to pay us rent you have the option of paying us the then present value of both the unpaid balance of the remaining rent under this Lease and the value of our residual interest in the equipment, each computed with a discount rate of six (6%) percent per year.

12. DEFAULT AND REMEDIES: If you do not pay rent when due or if you break any of your promises under this lease, or you become insolvent, assign your assets for the benefit of your creditors, or enter (voluntarily or involuntarily) a bankruptcy proceeding, you will be in default. If your default is caused by your failure to make any payment when due, we can require that you return the equipment to us and pay to us the remaining balance of all the rental payments due under this lease, present valued using a six (6%) percent per year discount rate. If you fail to return the equipment to us, in addition we can also require that you pay to us our residual interest in the equipment, present valued as noted above. You also agree to pay us interest on all sums due us from the date of default until paid at the rate of one and one-half (1 1/2%) percent per month, but only to the extent permitted by law. If your default is caused by your breaking any of your other promises under this lease, we shall be entitled to recover from you all damages caused by that type of default. We can also use any of the remedies available to us under the Uniform Commercial Code or any other law. If we refer this lease to an attorney for enforcement or collection, you agree to pay our reasonable attorney's fees of at least 20% of the remaining balance of all the rental payments, and actual costs. If we have to take possession of the equipment, you agree to pay the cost of repossession, storing, shipping, repairing and selling the equipment. Although you agree that we are not obligated to do so, if we decide to sell the equipment, and we are able to sell the equipment for a price that exceeds the sum of (a) our cost of repossession and sale of the equipment and (b) the residual value of the equipment, present valued as calculated above, then we shall give you a credit for the amount of such excess. You agree that we do not have to notify you that we are selling the equipment.

13. OTHER RIGHTS: You agree that any delay or failure to enforce our rights under this lease does not prevent us from enforcing any rights at a later time. Both parties intend this lease to be valid and legal document, and agree that if any part is determined to be unenforceable, all other parts will remain in full force and effect. If this document is not found to be a lease, then you grant us a security interest in the equipment. You also give us the right to immediately file, at our expense, and Uniform Commercial Code ("UCC") financing statements or related filings, as well as the right to sign your name to any such filings that we make.

14. REDELIVERY OF EQUIPMENT: In the event you do not decide to purchase the equipment according to the terms of any Purchase Option Letter that we have issued to you, then when this lease expires, or is terminated earlier, you shall disconnect, properly package for transportation, and return the equipment, freight prepaid, to us, in good repair, condition and working order, normal wear and tear excepted, to a location designated by us. If upon expiration or termination, you do not immediately return the equipment to us, at our option (a) we will arrange for removal of the equipment and you agree to pay us an amount equal to two (2) payments, or (b) the equipment will continue to be held and leased by you for successive one-year periods at the same rental in this lease subject to the right of either party to terminate the lease upon twelve (12) months written notice, in which case you will immediately deliver the Equipment to us as stated in the paragraph. Provided you have fulfilled all of your obligations to us under this lease, we will either refund your security deposit without interest to you or at your direction apply it towards the purchase of the equipment.

15. LATE CHARGES: If any part of a payment is not made by you when due, you agree to pay us a late charge of ten (10%) of each such late payment, but only to the extent permitted by law. You agree to pay us the late charge no later than one month following the date that the original payment was due.

16. ENTIRE AGREEMENT; CHARGES: This lease contains the entire agreement between you and us and it may not be altered, amended, modified, terminated or otherwise changed except in writing and signed both by you and us.

17. MISCELLANEOUS: In the event you fail to comply with any part of this lease, we can, but we do not have to, take any action necessary to effect your compliance upon ten (10) days prior written notice to you. If we are required to pay any amount to obtain your compliance, the amount we pay plus all of our expenses in causing your compliance, shall become additional rent and shall be paid by you at the time of the next due rental payment. If any notices are required under this lease, they shall be sufficient if given personally or mailed to the address set forth in this lease by certified or registered mail, postage prepaid. This lease is for the benefit of and is binding upon you and your personal representative, successors and assigns. THIS LEASE SHALL BE BINDING WHEN ACCEPTED IN WRITING BY US AND SHALL BE GOVERNED BY THE LAWS OF THE STATE OF OHIO PROVIDED, HOWEVER, IN THE EVENT THIS LEASE OR ANY OF ITS PROVISIONS CANNOT BE ENFORCED UNDER THE LAWS OF THAT STATE THEN THE LAWS OF THE STATE WHERE THE EQUIPMENT IS LOCATED SHALL GOVERN. YOU AGREE THAT THE COURT OF THE STATE OF OHIO OR ANY FEDERAL DISTRICT COURT HAVING THE JURISDICTION IN THAT COUNTY SHALL HAVE JURISDICTION AND SHALL BE THE PROPER LOCATION FOR THE DETERMINATION OF ALL DISPUTES ARISING UNDER THIS LEASE. You agree and consent that we may serve you by registered or certified mail, which shall be sufficient to obtain jurisdiction. Nothing stated in this lease is intended to prevent us from commencing any action in any court having proper jurisdiction. You waive trial by jury in any action between us.

18. UCC-ARTICLE 2A PROVISIONS: You agree that this lease is a "Finance Lease" under Article 2A of the Uniform Commercial Code, that is, you acknowledge that: (a) we did not select, manufacture or supply the equipment, but we did purchase the equipment for lease to you; and (b) we have given you the name of the supplier of the equipment you are leasing from us. The supplier is set forth in this lease or on the attached schedule. We hereby notify you that you may have rights under the supply contracts and that you may contact the supplier for a description of those rights or any warranties.