



Total Print Management Agreement

APPLICATION NO.

CONTRACT NO.

750 Green Crest Drive • Westerville, OH 43081 • Phone: 614-895-8206 • Fax: 614-895-8271

This document is written in "Plain English". The words you and your refer to the customer. The words Owner, we, us and our refer to MT Business Technologies, Inc. Every attempt has been made to eliminate confusing language and create a simple, easy-to-read document.

CUSTOMER INFORMATION

FULL LEGAL NAME <u>GAHANNA, City of</u>		STREET ADDRESS <u>200 S. HAMILTON ROAD</u>	
CITY <u>GAHANNA</u>	STATE <u>OHIO</u>	ZIP <u>43230</u>	PHONE <u>614-342-4006</u>
FAX <u>614-342-4106</u>			
BILLING NAME (IF DIFFERENT FROM ABOVE)		BILLING STREET ADDRESS	
CITY	STATE	ZIP	E-MAIL
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)			

MAKE/MODEL NO./ACCESSORIES

SERIAL NO.

STARTING METER

① RICOH MP C 2551 SP☐ See Attached separate Schedule "A" if necessary☐ See Attached separate Pool Billing Schedule if necessary

AGREEMENT TERMS

PAYMENT AMOUNT

SECURITY DEPOSIT

Term in Months <u>48</u> (mos.)	\$ <u>249.00</u> (Plus Applicable Taxes) Payment Period is Monthly Unless Otherwise Indicated.	\$ <u>0</u> (Plus Applicable Taxes)
Payment includes <u>10,253</u> B&W Pages per month	Excess B&W Page Charge \$ <u>.0049</u>	
Payment includes <u>100</u> Color Pages per month	Excess Color Page Charge \$ <u>.049</u>	
Payment includes _____ Scans per month	Excess Scan Charge \$ _____	
Total Cost Per Page \$ _____	_____ by initialing here, you agree that neither service nor supplies are included in this Agreement.	

Please Check One of the following: B&W Overage Meters will be billed ☐ Monthly ☒ Quarterly ☐ Annually (If nothing is checked B&W Meters will be billed Monthly.)Please Check One of the following: Color Overage Meters will be billed ☐ Monthly ☒ Quarterly ☐ Annually (If nothing is checked Color Meters will be billed Monthly.)

END OF AGREEMENT OPTIONS: You will have the following options at the end of the original term, provided the Agreement has not terminated early and no event of default under the Agreement has occurred and is continuing. 1. Purchase the Equipment for the Fair Market Value. 2. Renew the Agreement per paragraph 1. 3. Return Equipment as provided in Paragraph 6.

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

OWNER ACCEPTANCE

7/27/11	MT Business Technologies, Inc.	<u>[Signature]</u>	AREA MANAGER
DATED	OWNER	SIGNATURE	TITLE

CUSTOMER ACCEPTANCE

7/27/11	<u>GAHANNA, City of</u>	<u>X</u>	
DATED	CUSTOMER	SIGNATURE / PRINT NAME	TITLE
31-640-0492		<u>X</u>	
FEDERAL TAX I.D.#		SIGNATURE / PRINT NAME	TITLE

GUARANTY

As additional inducement for us to enter into the Agreement, the undersigned ("you") unconditionally, jointly and severally, personally guarantees that the customer will make all payments and meet all obligations required under this Agreement and any supplements fully and promptly. You agree that we may make other arrangements including compromise or settlement with the customer and you waive all defenses and notice of those changes and will remain responsible for the payment and obligations of this Agreement. We do not have to notify you if the customer is in default. If the customer defaults, you will immediately pay in accordance with the default provision of the Agreement all sums due under the terms of the Agreement and will perform all the obligations of the Agreement. If it is necessary for us to proceed legally to enforce this guaranty, you expressly consent to the jurisdiction of the court set out in paragraph 15 and agree to pay all costs, including attorneys fees incurred in enforcement of this guaranty. It is not necessary for us to proceed first against customer before enforcing this guaranty. By signing this guaranty, you authorize us to obtain credit bureau reports for credit and collection purposes.

<u>X</u>	
PRINT NAME OF GUARANTOR	SIGNATURE
	DATED

1. **AGREEMENT:** You agree to rent from us the personal property described under "MAKE/MODEL/ACCESSORIES" and as modified by supplements to this Master Agreement from time to time signed by you and us (such property and any upgrades, replacements, repairs and additions referred to as "Equipment") for business purposes only. You agree to all of the terms and conditions contained in this Agreement and any supplement, which together are a complete statement of our Agreement regarding the listed equipment ("Agreement") and supersedes any purchase order or outstanding invoice. This Agreement may be modified only by written Agreement and not by course of performance. You authorize us to insert in this Agreement serial numbers and other identification about the Equipment, as well as other omitted factual matters. This Agreement becomes valid upon execution by us and will begin on the date shown and will continue from the first day of the following month for the number of consecutive months shown. The term will be extended automatically for successive 12 month terms unless you send us written notice you do not want it renewed at least ninety (90) days before the end of any term. THE BASE RENTAL PAYMENT SHALL BE ADJUSTED PROPORTIONATELY UPWARD OR DOWNWARD, IF THE ACTUAL COST OF THE EQUIPMENT EXCEEDS OR IS LESS THAN THE ESTIMATE PROVIDED TO CUSTOMER. 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 authorize us to insert or correct missing information on this lease including your proper legal name, serial numbers and any other numbers describing the Equipment. You agree to provide updated annual and/or quarterly financial statements to us upon request.

2. **RENT:** Rent will be payable in installments, each in the amount of the basic rental payment shown plus any applicable sales, use or property tax. If we pay any tax on your behalf, you agree to reimburse us promptly along with a processing fee. You will pay the security deposit on the date you sign this Agreement. Subsequent installments will be payable on the first day of each rental payment period shown beginning after the first rental payment period or as otherwise agreed. 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.

3. **MAINTENANCE AND SUPPLIES:** The charges established by this Agreement include payment for the use of the designated Equipment and accessories, maintenance by Supplier (during normal business hours); inspection, adjustment, parts replacement, drums and cleaning material required for the proper operation, as well as black toner and developer. Paper and staples must be separately purchased by customer. Color toner, not included in this Agreement will be billed separately. If necessary, the service and supply portion of this Agreement may be assigned. You may be charged a total print management and shipping and handling fee.

A. **Repair and Replacement of Parts:** MT Business Technologies, Inc. (hereinafter the "Company") will replace, without charge, parts which have been broken or worn through normal use that are necessary for machine servicing and maintenance adjustment. The Company will provide clearing of the equipment that is required for satisfactory performance during the term of this agreement. Excluded from this agreement are modifications outside of manufacturers specifications, software or loss of software/data, the Flery Print Server/Rip/TRS and the installation of supplies and maintenance kits that are operator replaceable, i.e., toner, staples, paper, collection bottles, oil, ink, batteries, chargers.

B. **Service Calls:** Service Calls will be made during the Company's regular business hours - Monday through Friday 8:00 a.m. - 5:00 p.m., excluding holidays. Where available, emergency calls that are requested outside of regular business hours will be billed at the current after hours rate.

C. **Equipment Damage and Supplies:** This agreement shall not apply to repairs made necessary by accident, misuse, abuse, neglect, theft, vandalism, electrical power failure, fire, water, acts of God or repair by other than MT Business Technologies, Inc. personnel. Also excluded from this agreement are service calls resulting from using supplies other than those recommended by the Company, including through-put material such as paper, labels, transparencies, etc.

D. **Customer Care:** The Customer shall exert reasonable care in the operation and maintenance of the equipment.

E. **Warranties:** With respect to the parts and service furnished hereunder, MT Business Technologies Inc. makes no warranties, express or implied, save and except those warranties expressly made by the Manufacturers of such parts and MT Business Technologies, Inc. expressly excludes all warranties of merchantability or fitness for any particular purpose.

F. **Client/Customer** shall not hire, solicit for hire or aid any third party in hiring any employee of MT Business Technologies, Inc. for a period of (1) year following the performance of any MT Business Technologies, Inc. employee services.

Options Menu - Select Covered Items Below:

Supplies - B&W:	Toner, Developer, Ink	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Supplies - Color:	Toner, Developer, Ink	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Drum, PCU, Masters, All in One Unit		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Maintenance Kits:		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

4. **OWNERSHIP OF EQUIPMENT:** We are the Owner of the equipment and have sole title to the equipment (excluding software). You agree to keep the equipment free and clear of all liens and claims.

5. **WARRANTY DISCLAIMER:** WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE. YOU AGREE THAT YOU HAVE SELECTED THE SUPPLIER AND EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US OR ANY SUPPLIER. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. THE SUPPLIER IS NOT AN AGENT OF OURS AND NOTHING THE SUPPLIER STATES CAN AFFECT YOUR OBLIGATION UNDER THE AGREEMENT. YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST SUPPLIER.

6. **LOCATION OF EQUIPMENT:** You will keep and use the equipment only at your address shown above and you agree not to move it unless we agree to it. At the end of the Agreement's term, you will return the Equipment to a location we specify at your expense, in retail resalable condition, full working order, and in complete repair.

7. **LOSS OR DAMAGE:** You are responsible for the risk of loss or for any destruction of or damage to the equipment. No such loss or damage relieves you from the payment obligations under this Agreement. You agree to promptly notify us in writing of any loss or damage and you will then pay to us the present value of the total of all unpaid rental payments for the full rental term plus the estimated fair market value of the Equipment at the end of the originally scheduled term, all discounted at six percent (6%) per year. 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 execute in your name any insurance drafts or checks issued due to loss or damage to the equipment.

8. **INSURANCE/COLLATERAL PROTECTION:** You agree (a) to keep the Equipment fully insured through a carrier acceptable to us against loss at its replacement cost, with us named as loss payee; (b) to maintain comprehensive public liability insurance acceptable to us; (c) to provide proof of insurance satisfactory to us no later than thirty (30) days following the commencement of this Agreement (or at commencement if we so elect), and thereafter upon our written request; (d) if you fail to obtain and maintain property loss insurance satisfactory to us and/or you fail to provide proof of such insurance to us within thirty (30) days of the commencement of the Agreement (or at commencement if we so elect), we have the option, but not the obligation, to do as provided in either (A) or (B) as follows, of the following paragraphs as determined in our discretion: (A) We may 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 may result in a profit to us through an investment in reinsurance. Any insurance proceeds received will be applied, at our option, (i) to repair, restore or replace the Equipment, or (ii) to pay us the remaining balance of the Agreement plus our estimated residual value, both discounted at 8% per year, provided we elect to apply this Subsection A. (B) We may bill you and you shall pay us a monthly property damage surcharge of up to .0035 of the total stream of payments as a result of our administrative costs, credit risk or other costs. We may make a profit on this program. Provided you are current in paying the property damage surcharge and all other obligations under this Agreement at the time of a loss (intentional acts are not included), the remaining balance owed on this Agreement will be forgiven, provided we elected to apply this subparagraph B. You must be current in all your obligations to benefit from this program. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF YOUR OBLIGATION TO MAINTAIN LIABILITY INSURANCE COVERING THE EQUIPMENT.

9. **INDEMNITY:** We are not responsible for any loss or injuries caused by the installation or use of the equipment. You agree to hold us harmless and reimburse us for loss and to defend us against any claim for losses or injury caused by the Equipment.

10. **TAXES AND FEES:** You agree to pay when invoiced all taxes (including personal property tax, fines and penalties) and fees relating to this Agreement or the Equipment. You agree to (a) reimburse us annually for all personal property taxes which we are required to pay as Owner of the Equipment or to remit to us each month our estimate of the monthly equivalent of the annual property taxes to be assessed. We will file all personal property, use or other tax return and you agree to pay us a process fee for making such filings. In addition you agree to pay us a UCC filing fee of \$35.00 and reimburse us for all costs involved in documenting and servicing this Agreement. You further agree to pay us up to \$79.50 on the date the first payment is due as an origination fee. We reserve the right to charge a fee upon termination of this Agreement either by trade-up, buy-out or default. Any fee charged under this Agreement may include a profit and is subject to applicable taxes.

11. **ASSIGNMENT:** YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SURRENDER THE EQUIPMENT OR THIS AGREEMENT. We may sell, assign, or transfer this Agreement without notice. You agree that if we sell, assign, or transfer this Agreement, the new Owner 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 rights of the new Owner will not be subject to any claims, defenses, or set offs that you may have against us.

12. **DEFAULT AND REMEDIES:** If you do not pay any rental payment or other sum due to us or other party when due or if you break any of your promises in the Agreement or any other Agreement with us, you will be in default. If any part of a payment is late, you agree to pay a late charge of 15% of the payment which is late or if less, the maximum charge allowed by law. If you are ever in default, we may retain your security deposit and at our option, we can terminate or cancel this Agreement and require that you pay (1) the accelerated unpaid balance of this Agreement (discounted at 6%); (2) the amount of any purchase option and if none is specified, 20% of the original equipment cost which represents our anticipated residual value in the equipment; (3) and return the equipment to us to a location designated by us. We may recover interest on any unpaid balance at the rate of 8% per annum. We may also use any of the remedies available to us under Article 2A of the Uniform Commercial Code as enacted in the State of Owner or its Assignee or any other law. You agree to pay our reasonable attorney's fees and actual court costs. If we have to take possession of the equipment, you agree to pay the cost of repossession. The net proceeds of the sale of any repossessed Equipment will be credited against what you owe us relating to any claim arising under this Agreement including, but not limited to, or referral for collection. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR ANY DEFAULT BY US UNDER THIS AGREEMENT. You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. It is further agreed that your rights and remedies are governed exclusively by this Agreement and you waive Customer's rights under Article 2A (508-522) of the UCC.

13. **UCC FILINGS:** You grant us a security interest in the equipment if this Agreement is deemed a secured transaction and you authorize us to record a UCC-1 financing statement or similar instrument, and appoint us your attorney-in-fact to execute and deliver such instrument, in order to show our interest in the equipment.

14. **SECURITY DEPOSIT:** The security deposit is non interest bearing and is to secure your performance under this Agreement. Any security deposit made may be applied by us to satisfy any amount owed by you, in which event you will promptly restore the security deposit to its full amount as set forth above. If all conditions herein are fully complied with and provided you have not ever been in default of this Agreement per paragraph 12, the security deposit will be refunded to you after the return of the equipment in accordance with paragraph 6.

15. **CONSENT TO LAW, JURISDICTION, AND VENUE:** This Agreement shall be deemed fully executed and performed in the state of Owner or holder of Owner's interest principal place of business and shall be governed by and construed in accordance with its laws. If the Owner or holder of Owner's interest shall bring any judicial proceeding in relation to any matter arising under the Agreement, the Customer irrevocably agrees that any such matter may be adjudged or determined in any court or courts in the state of the Owner or holder of Owner's interest principal place of business, or in any court or courts in Customer's state of residence, or in any other court having jurisdiction over the Customer or assets of the Customer, all at the sole election of the Owner or holder of Owner's interest. The Customer hereby irrevocably submits generally and unconditionally to the jurisdiction of any such court so elected in relation to such matters. You waive trial by jury in any action between us.

16. **OVERAGES AND COST ADJUSTMENTS:** You agree to comply with any billing procedures designated by us, including notifying us of the meter reading at the end of each month. At the end of the first year of this Agreement and once each successive twelve month period, we may increase your payment, and the per page charge over the pages included (Overage) by a maximum of 15% of the existing charge.

17. **UPGRADE/DOWNGRADE PROVISION:** AFTER INCEPTION OF THE AGREEMENT AND UPON YOUR REQUEST, WE MAY REVIEW YOUR PAGE VOLUME AND PROPOSE OPTIONS FOR UPGRADING OR DOWNGRADING TO ACCOMMODATE YOUR NEEDS.

18. **TRANSITION BILLING:** In order to facilitate an orderly transition, including installation and training, and to provide a uniform billing cycle, the "Effective Date" of this Agreement will be at our discretion within 30 days of installation. This payment for the 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 invoice.

22233d - 03/12/2009



Non-Appropriation Form

APPLICATION NO.

CONTRACT NO.

ADDENDUM TO AGREEMENT # _____ between **MT Business Technologies, Inc.**, OwnerAnd SAHANNA, City of, Customer
(Full Legal Name of Customer)Dated 7/27/11

FOR MUNICIPALITIES ONLY

A. CUSTOMER COVENANTS: the Customer covenants and warrants that (1) it has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the payments scheduled to come due and to meet its other obligations under the Agreement and such funds have not been expended for other purposes; and (2) that there is no action, suit, proceeding or investigation pending, or threatened in any court or other tribunal or competent jurisdiction, state or federal or before any public board or body, which in any way would (a) restrain or enjoin the delivery of the Agreement or the ability of the Customer to make its Base Payments (as set out above); (b) contest or affect the authority for the execution or delivery of, or the validity of, the Agreement; or (c) contest the existence and powers of the Customer; nor is there any basis for any such action, suit, proceeding or investigation; and (3) That the equipment will be operated and controlled by the Customer and will be used for essential government purposes and will to be essential for the term of the Agreement. (4) Customer has not previously terminated a rental for non-appropriation, except as specifically described in a letter appended hereto.

B. SIGNATURES: Each signor (two if monthly payment exceeds \$1,200) warrants that he/she is fully conversant with the governing relevant legal and regulatory provisions and has full power and authorization to bind Customer. Signor(s) for Customer further warrant(s) its governing body has taken the necessary steps; including any legal bid requirements, under applicable law to arrange for acquisition of the Equipment; the approval and execution has been in accordance with all applicable open meeting laws; and that a resolution of the governing body of Customer authorizing execution of the Agreement has been duly adopted and remains in full force and effect.

C. NON APPROPRIATION: In the event Customer is in default under the Agreement because:

1. Funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all of Customer's obligations under the Agreement during said fiscal period;

2. Such non-appropriation did not result from any act or failure to act of customer;

3. Customer has exhausted all funds legally available for all payment due under the Agreement; and

4. There is no other legal procedure by which payment can be made to Owner.

Then, provided that (a) Customer has given Owner written notice of the occurrence of paragraph 1 above thirty (30) days prior to such occurrence; (b) Owner has received a written opinion from Customer's counsel verifying the same within ten (10) days thereafter; and (c) the Customer does not directly or indirectly purchase, rent or in any way acquire any services or equipment supplied or provided for hereunder; upon receipt of the equipment delivered to a location designated by Owner, at Customer's expense, Owners remedies for such default shall be to terminate the Agreement at the end of the fiscal period during which notice is given; retain the advance payments, if any; and/or sell, dispose of, hold, use or rent the equipment as Owner in its sole discretion may desire, without any duty to account to Customer.

Approved and agreed to as an Addendum to and part of the Agreement, this 7 day of July.

OWNER ACCEPTANCE

7/27/11 DATED MT Business Technologies, Inc. OWNER [Signature] SIGNATURE AREA MANAGER TITLE

CUSTOMER ACCEPTANCE

X DATED _____ CUSTOMER SIGNATURE TITLE
X SIGNATURE TITLE

State of Ohio Fiscal Certificate

The undersigned, Fiscal Officer, of SAVANNAH, CITY OF,
has reviewed agreement no. _____ ("Agreement") and hereby certifies that
the money required to meet the obligation during the fiscal year in which the Agreement is made
has been lawfully appropriated for such purposes and is in the treasury or in the process of
collection to the credit of an appropriate fund, free from any previous encumbrances.

This Certificate is given in compliance with all statutory requirements.

FISCAL OFFICER

By: X

Print Name:

Date: 7/27/11