

Equipment & Cost Per Copy Analysis

Sep-14

Union County States Attorney

2 Units - C2525 & C3535

Avg. Mo. Vol.

| | | |
|-----------------|------|-------|
| Copy Cost Black | 0.01 | 10678 |
| Copy Cost Color | 0.1 | 1758 |

| Copy Cost Including Supplies & Service | | Yearly |
|--|-----------------------|-------------------|
| Black & White | 128380 copies x .01 = | \$1,284.00 |
| Color | 21090 copies x .10 = | <u>\$2,109.00</u> |
| Total, Yearly Service & Supplies | | \$3,393.00 |

Lease: Start Date 11-28-2011 60 \$240.00 (2 Units)

Union County States Attorney
309 W. Market Street
Jonesboro, IL 62952

Date: 9/1/2014

MONTHLY CPC BILLING BREAKDOWN

| Model | Description | | Location/SN# | Begin | End | Volume | Rate | Charge |
|-------|-------------|-------|--------------|--------|--------|--------|------|----------|
| C2525 | Color MFP | Black | L3665900503 | 514861 | 518103 | 3242 | 0.01 | \$32.42 |
| | | Color | | 82875 | 83182 | 307 | 0.10 | \$30.70 |
| C3535 | Color MFP | Black | L8986120329 | 203549 | 210987 | 7438 | 0.01 | \$74.38 |
| | | Color | | 53210 | 54223 | 1013 | 0.10 | \$101.30 |

Volume: 12000 Total: \$238.80

We will call at the end of the month and bill as of the 1st.

Thanks for your business.



Office Equipment,

Authorized Savin Dealer

(618) 833-8004 1-800-333-1897 Fax: (618) 833-8823
102 South Main P.O. Box 623 Anna, Illinois 62906

AGREEMENT TO PROVIDE SERVICE

ANNUAL MAINTENANCE AGREEMENT

| | | | |
|-----------------------|---|----------------------------------|---|
| Customer: | Union County States Attorney | Make/Model: | Savin C2525 Savin C3535 |
| Address: | 307 West Market Street | S/N: | L3665900503 L8986120329 |
| City, State: | Jonesboro, IL 62952 | Annual Charge: | CPC |
| Annual Volume: | Cost Per Copy billed at .01 for Black and .10 for Color. <i>The warranty on the C3535 has expired.</i> <i>This contract reflects two units on a Cost Per Copy basis.</i> <i>Billed monthly at the first of each month.</i> | Meter Readings: * | C2525 C-64392 B-423022 C3535 C-32444 B-63589 |
| Remarks: | Includes: Service, Travel, Parts and Supplies | Effective From: 9/28/2012 | |
| | Excludes: Paper & Staples | Effective To: Notify T&I | |
| | * Meter reading at starting date. | Contract Sent | 9/28/12 |

AGREEMENT

In accordance with and subject to the terms and conditions specified in this Annual Maintenance Agreement, T & I Office Equipment, Inc will maintain the equipment listed above in working order for the period specified above, provided they are continuously covered by an Annual Maintenance Agreement issued by T & I Office Equipment, Inc.

EFFECTIVE DATE

This Agreement shall become effective on the date specified above provided that the customer has entered into an Annual Maintenance Agreement as of that date.

COVERAGE

T & I Office Equipment, Inc. agrees to provide emergency and all maintenance service on the equipment described above for a period of one year or the copy volume specified above, whichever occurs sooner. This Agreement does not cover:

- Repairs resulting from causes other than normal use of, abuse or misuse by the operator, operator-inflicted damage.
- Use of supplies or spare parts that do not meet T & I Office Equipment, Inc. specifications and cause abnormal service problems;
- Fire, accident, theft or damage to the machine due to repairs by someone other than an authorized T & I Office Equipment, Inc representative.
- Reconditioning, rebuilding, or overhaul of equipment.
- Changes of toner, paper or installation of accessories
- Unless otherwise specified, drums are not covered by this agreement.

If replacement of a consumable item recommended by a T & I Office Equipment, Inc. representative is not complied with and results in additional service calls, the customer will be charged at our normal hourly rates. These consumable items are to include and are not limited to developer, heater rollers, blades and drums. T & I Office Equipment, Inc. shall not be responsible for repairs or maintenance resulting from the use of supplies or parts, not obtained from T & I Office Equipment, Inc. The quality of such parts and supplies varies widely and cannot be warranted by T & I Office Equipment, Inc. T & I Office Equipment, Inc. shall not be responsible for delays, inability to provide service calls due to strikes, accidents, embargoes, acts of God or any other event beyond its control. All service under this agreement shall be rendered during normal working hours of 8:00 am to 5:00 pm Monday through Friday. Service performed on Saturday will be one and one-half times the hourly rate and twice the hourly rate on Sunday and Holidays. Maintenance Agreement charges are payable annually. Any extra charges billed for excess copies not included in the minimum charges will be billed at the time of renewal. There will be no credits issued on labor or supply charges on contracts not paid by the effective date.

T & I Office Equipment, Inc. reserves the right to discontinue the maintenance agreement on any machine requiring shop repairs or overhauls when approval to proceed has been denied.

INITIAL PERIOD AND RENEWAL

T & I Office Equipment, Inc. reserves the right to inspect all equipment to be covered under a maintenance agreement to determine that it is in good mechanical condition on the effective date of the agreement. Should the equipment require repair or overhaul prior to initial acceptance, such repairs, if requested, will be made at the hourly rate plus parts. T & I Office Equipment, Inc. reserves the right to discontinue the Maintenance Agreement on any machine requiring shop repairs or overhauls when approval to proceed has been denied.

Maintenance Agreement Cost Per Copy charges are payable monthly. This agreement remains in effect until you notify us 30 days prior to the time you wish to discontinue the agreement. Copies are billed at the rate of .01 for Black and .10 for color.

This Agreement is not transferable to a third party. If the equipment is traded in on new T & I Office Equipment, Inc. equipment, any unused portion of the yearly contract shall be prorated and applied toward the Maintenance Agreement of the new equipment.

ACCEPTANCE

Date _____

* Current meter readings must be included in order for Agreement to take effect.

| | | | | | | |
|---|--|----------------|-----------------------|-------------|---|---|
| LESSEE | Full Legal Name Union County DBA Union County States Attorney | | | | Purchase Order Requisition Number | Phone Number (618) 833-7216 |
| | Billing Address 309 West Market Street | | City Jonesboro | State IL | Zip 62952 | County Union |
| EQUIPMENT | Make | Model Number | Serial Number | Quantity | Description (Attach Separate Schedule A If Necessary) | |
| | Savin | C3535spf | L8986120329 | 1 | Digital Imaging w/ Color, scan/print/fax | |
| | Savin | PB3000 | L4688506182 | 1 | 2 x 550 Paper Bank | |
| | Savin | SR790 | J1078308796 | 1 | Multi-tray Finisher | |
| PAYMENT INFORMATION | Number of Lease Payments | Lease Payment* | Plus Applicable Taxes | | Term of Lease In Months | Payment Frequency: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other |
| | 60 | \$240.00 | Plus Applicable Taxes | | 60 | End of Lease Option: <input checked="" type="checkbox"/> FMV <input type="checkbox"/> 10% <input type="checkbox"/> \$1 <input type="checkbox"/> Other |
| | | * | Plus Applicable Taxes | | | End of Lease Purchase Option shall be FMV unless another option is selected. |
| | | * | Plus Applicable Taxes | | Security Deposit (PLUS) | First Period Payment (PLUS) Other (EQUALS) Total Payment Enclosed |
| Payment does not include service/supplies | | | | \$0.00 | + | + - |

* Lease payment may be adjusted for up front sales tax.

TERMS AND CONDITIONS

1. **Lease:** You (the "Lessee") agree to lease from us (the "Lessor") the Equipment listed above and on any attached schedule (the "Lease"). You authorize us to adjust the Lease payments by up to 15% if the cost of the Equipment or taxes differs from the supplier's estimate. This Lease is effective on the date that it is accepted and signed by us, and the term of this Lease begins on that date or any later date that we designate (the "Commencement Date") and continues thereafter for the number of months indicated above. Lease payments are due as invoiced by us. As you will have possession of the Equipment from the date of its delivery, if we accept and sign this Lease you will pay us interim rent for the period from the date the Equipment is delivered to you until the Commencement Date as reasonably calculated by us based on the Lease payment, the number of days in that period, and a month of 30 days. Your Lease obligations are absolute, unconditional, and are not subject to cancellation, reduction, setoff or counterclaim. You agree to pay us a fee of \$75.00 to reimburse our expenses for preparing financing statements, other documentation costs and all ongoing administration costs during the term of this Lease. Security deposits are non-interest-bearing and may be applied to cure a Lease default. If you are not in default, we will return the deposit to you when the Lease is terminated. If a payment is not made when due, you will pay us a late charge of 5% of the payment or \$10.00, whichever is greater. We will charge you a fee of \$25.00 for any check that is returned. ONLY WE ARE AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION OF THE LEASE.

2. **Title:** Unless you have a \$1.00 purchase option, we will have title to the Equipment. If you have a \$1.00 purchase option and/or the Lease is deemed to be a security agreement, you grant us a security interest in the Equipment and all proceeds thereof. You authorize us to file Uniform Commercial Code ("UCC") financing statements on the Equipment.

3. **Equipment Use, Maintenance and Warranties:** We are leasing the Equipment to you "AS-IS" AND MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. We transfer to you any manufacturer warranties. You are required at your cost to keep the Equipment in good working condition and to pay for all supplies and repairs. The Lease payments set forth above do not include the cost of maintenance and/or service. You agree that we are not responsible for providing maintenance and/or service for the Equipment and you will make all claims related to maintenance and/or service to the service provider that you enter into an agreement with to provide such maintenance and/or service. No service provider may alter the terms of this Lease or make any promises or arrangements that alter our rights or your obligations under this Lease. You agree that you are expressly assuming any risks arising from such service provider's inability to deliver such maintenance and/or service, under any circumstance, including, without limitation, such service provider's financial condition or its inability to repair or service the Equipment. You agree that any claims related to maintenance or service will not impact your obligation to pay all Lease payments when due.

4. **Assignment:** You agree not to transfer, sell, sublease, assign, pledge or encumber either the Equipment or any rights under this Lease without our prior written consent. You agree that we may sell, assign, or transfer the Lease and the new owner will have the same rights and benefits we now have and will not have to perform any of our obligations and the rights of the new owner will not be subject to any claims, defenses, or setoffs that you may have against us or any supplier.

5. **Risk of Loss and Insurance:** You are responsible for all risks of loss or damage to the Equipment and if any loss occurs you are required to satisfy all of your Lease obligations. You will keep the Equipment insured against all risks of loss or damage for an amount equal to its replacement cost. You will list us as the sole loss payee for the insurance and give us written proof of the insurance. If you do not provide such insurance, you agree that we have the right, but not the obligation, to obtain such insurance, and add an insurance fee to the amount due from you, on which

we may make a profit. We are not responsible for any losses or injuries caused by the Equipment and you will reimburse us and defend us against any such claims. This indemnity will continue after the termination of this Lease. You will obtain and maintain comprehensive public liability insurance naming us as an additional insured with coverages and amounts acceptable to us.

6. **Taxes:** You agree to pay when due, either directly or as reimbursement to us, all sales, use and personal property taxes and charges in connection with ownership and use of the Equipment. We may charge you a processing fee for administering property tax filings. You will indemnify us on an after-tax basis against the loss of any tax benefits anticipated at the Commencement Date arising out of your acts or omissions.

7. **End of Lease:** You will give us at least 60 days but not more than 120 days written notice (to our address below) before the expiration of the initial lease term (or any renewal term) of your intention to purchase or return the Equipment. With proper notice you may: a) purchase all the Equipment as indicated above under "End of Lease Option" (fair market value purchase option amounts will be determined by us based on the Equipment's in place value); or b) return all the Equipment in good working condition at your cost in a timely manner, and to a location we designate. If you fail to notify us, or if you do not (i) purchase or (ii) return the Equipment as provided herein, this Lease will automatically renew at the same payment amount for consecutive 60-day periods.

8. **Default and Remedies:** You are in default on this Lease if: a) you fail to pay a Lease payment or any other amount when due; or b) you breach any other obligation under the Lease or any other Lease with us. If you are in default on the Lease we may: (i) declare the entire balance of unpaid Lease payments for the full Lease term immediately due and payable to us; (ii) sue you for and receive the total amount due on the Lease plus the Equipment's anticipated end of Lease fair market value or fixed price purchase option (the "Residual") with future Lease payments and the Residual discounted to the date of default at the lesser of (A) a per annum interest rate equivalent to that of a U.S. Treasury constant maturity obligation (as reported by the U.S. Treasury Department) that would have a repayment term equal to the remaining Lease term, all as reasonably determined by Lessor, or (B) 3% per annum, plus reasonable collection and legal costs; (iii) charge you interest on all monies due at the rate of 18% per year or the highest rate permitted by law from the date of default; and (iv) require that you immediately return the Equipment to us or we may peacefully repossess it. Any return or repossession will not be considered a termination or cancellation of the Lease. If the Equipment is returned or repossessed we will sell or re-rent the Equipment at terms we determine, at one or more public or private sales, with or without notice to you, and apply the net proceeds (after deducting any related expenses) to your obligations. You remain liable for any deficiency with any excess being retained by us.

9. **Miscellaneous:** You agree the Lease is a Finance Lease as defined in Article 2A of the UCC. You acknowledge we have given you the name of the Equipment supplier and that you may have rights under the contract with the supplier and may contact the supplier for a description of these rights. If requested, you will sign a separate Equipment acceptance certificate. This Lease was made in Pennsylvania ("PA"), is to be performed in PA and shall be governed and construed in accordance with the laws of PA. You consent to jurisdiction, personal or otherwise, in any state or federal court in PA and irrevocably waive a trial by jury. You agree to waive any and all rights and remedies granted to you under Sections 2A-508 through 2A-522 of the UCC. You agree that the Equipment will only be used for business purposes and not for personal, family or household use, and will not be moved from the above location without our consent. You agree that a facsimile copy of the Lease with facsimile signatures may be treated as an original and will be admissible as evidence of the Lease. We may inspect the Equipment during the Lease term.

| | | |
|------------------|--|--------------------------------|
| LESSEE SIGNATURE | You agree that this is a non-cancelable lease. The Equipment is: <input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED | |
| | Signature | Date 11-28-11 |
| | Title Union County States Attorney | Print Name Tyler R. Edmonds |
| | Legal Name of Corporation Union County DBA Union County States Attorney | |

| | | |
|--------|--|--------------|
| LESSOR | De Lage Landen Financial Services, Inc. Lease Processing Center, 1111 Old Eagle School Road, Wayne, PA 19087 PHONE: (800) 735-3273 • FAX: (800) 776-2329 | |
| | Commencement Date | Lease Number |
| | Accepted By: | |

| | | |
|------------|---|---------------|
| ACCEPTANCE | The Equipment has been received, put in use, is in good working order and is satisfactory and acceptable. | |
| | Signature | Date 11-27-11 |
| | Print Name | Title SD |

| | | | |
|----------|--|------------|------|
| GUARANTY | I unconditionally guaranty prompt payment of all the Lessee's obligations under the Lease. The Lessor is not required to proceed against the Lessee or the Equipment or enforce other remedies before proceeding against me. I waive notice of acceptance and all other notices or demands of any kind to which I may be entitled. I consent to any extensions or modification granted to the Lessee and the release and/or compromise of any obligations of the Lessee or any other guarantors without releasing me from my obligations. This is a continuing guaranty and will remain in effect in the event of my death and may be enforced by or for the benefit of any assignee or successor of the Lessor. This guaranty is governed by and constituted in accordance with the laws of the Commonwealth of PA and I consent to non-exclusive jurisdiction of any state or federal court in PA and waive trial by jury. | | |
| | Signature | Print Name | Date |

080ED0C244v3