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Equipment Rental and Service Agreement



NOVACOPY

Order #	67893	Agreement Number:	
Customer's Full Legal Name ("You" and "Your"):		County Of Wise	
Trade / DBA Name (if different from above):		District Clerk - Wise County	
Primary Street Address:		101 Trinity Street, 1st Floor County Courthouse	
City:	Decatur	State:	TX
		Zip Code:	76234
Phone Number:	(940) 627-3312	County:	Wise
		Fed Tax ID:	

Equipment Information:			
Quantity		Model	Description
1	Konica Minolta	454e	LCT/Inner Finish/Fax

See Schedule A-Financial Details and Overage Rates

Initial Term	Equipment Lease Payment*:	\$ 102.00
	Service Payment*:	\$ 30.00
Months	Total Payment (Equipment Lease Payment + Service Payment)*:	\$ 132.00
Copy Type	Copies Included Per Month	Payment period is monthly unless otherwise noted here:
Black and White Copies	10,000	Documentation/Processing Fee: N/A
Color Copies		

Digital Support Service Included

Digital Support Service Hourly Pay Option: Customer may obtain the Software Support described in Section 15 at an hourly rate of \$149.

You acknowledge and agree that this agreement (as amended from time to time, the "Agreement") represents the complete and exclusive agreement between You and Us regarding the subject matter herein and supersedes any other oral or written agreements between You and Us regarding such matters. This Agreement can be changed only by a written agreement between You and Us. Other agreements not stated herein (including, without limitation, those contained in any purchase order or service agreement) are not part of this Agreement. To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for You: When You open an account or add any additional service, We will ask You for Your name, address, federal employer identification number and other information that will allow Us to identify You. We may also ask to see other identifying documents. Any conflicts between this document and the Wise County bid contract are superseded by the Wise County bid contract Bid No. 16-600-015 and is hereby incorporated by reference.

- EQUIPMENT RENTAL.** You agree to rent from Us the personal property listed above (together with all existing and future accessories, attachments, replacements and embedded software, the "Equipment") upon the terms stated herein. This Agreement is binding on You as of the date You sign it.
- EQUIPMENT SERVICE, SUPPLIES; UNCONDITIONAL OBLIGATION.** We have agreed to provide You with Equipment service during normal business hours and to provide You with all labor, labor, developer and parts necessary for You to produce copies, all of which are included in the Total Payment amount. However, You agree that You must separately purchase all other supplies, including, without limitation, copier paper and staples, at Your own cost, and You must separately purchase Equipment service outside our normal business hours. At your request, We will also provide You with training on the use and care of the Equipment for no additional charge. You agree that: You selected the Equipment based on Your own judgment.
- PAYMENTS.** Each Payment Period, You agree to pay Us, by the due date set forth on Our invoice to You (i) the Total Payment, (ii) the applicable Overage Charges for each metered copy in excess of the applicable number of copies included in the Total Payment, and (iii) You will agree to provide tax exempt documentation to NovaCopy. You agree to pay the Total Payment amount even if You do not make the applicable number of copies in a given month. At Our option, You will (a) provide Us by telephone or facsimile with the actual meter readings when We so request, (b) allow Us to process automatic meter read reports generated by the Equipment, or (c) allow Us access to the Equipment to obtain meter readings. As used herein, a "copy" is an increment of the machine page counter caused by any operation of the Equipment which causes paper to print, including printing, copying and fax printing. Scanning does not constitute a copy and is included at no extra charge, unless the number of pages scanned exceeds twice the number of copies, in which case You shall pay an additional fee determined by Us for excess scans. Restrictive endorsements on checks will not be binding on Us. All payments received will be applied to past due amounts and to the current amount due in such order as We determine.
- TERM; AUTOMATIC RENEWAL.** The term of this agreement is a maximum of Five years renewable at the end of each individual year.
- OWNERSHIP; USE AND MAINTENANCE.** You will provide electrical power for the Equipment in accordance with manufacturer specifications, with suitable surge protectors and free of exposed wires, safety hazards or extension cords. You will maintain temperature, humidity and other environmental conditions at levels recommended by the manufacturer. You will locate the Equipment in an area with sufficient space for machine ventilation and adequate space for repairs as determined by Us. You will use supplies and paper specified by Us. You agree to maintain current anti-virus software for all computer systems connected to the Equipment. You are responsible for Equipment maintenance to the extent this Agreement does not require Us to provide the same. You will not remove the Equipment from the Equipment Location unless You first get Our permission. If the Equipment is moved to a new location, We may increase the Service Payment portion of the Total Payment and/or "overage" charges by a reasonable amount in order to account for any increased costs to Us in providing covered service, parts and supplies to You. You shall give Us reasonable access to the Equipment Location so that We may inspect the Equipment. We will own and have title to the Equipment (excluding any software) during the Agreement. If the Equipment includes any software: (i) We don't own the software, (ii) You are responsible for entering into any necessary software license agreements with the owners or licensors of such software, (iii) You shall comply with the terms of all such agreements, if any, and (iv) any default by You under any such agreements shall constitute a default by You under this Agreement. You agree that the Equipment is and shall remain personal property and without Our prior written consent, You shall not permit it to become (i) attached to real property or (ii) subject to liens or encumbrances of any kind. You represent that the Equipment will be used solely for commercial purposes and not for personal, family or household purposes. You will use the Equipment in accordance with all laws, operation manuals, service contracts (if any) and insurance requirements, and shall not make any permanent alterations to it.
- LOSS; DAMAGE; INSURANCE.** You shall, while the equipment is on your property, (i) bear the risk of loss and damage to the Equipment, (ii) keep the Equipment insured against all risks of damage and loss ("Property Insurance") in an amount equal to its replacement cost, and (iii) carry public liability insurance covering bodily injury and property damage in an amount acceptable to Us.
- TAXES AND OTHER FEES.** You agree to provide tax exempt certification to NovaCopy.
- DEFAULT; REMEDIES.** You will be in default hereunder if (1) You fail to pay any amount due hereunder within 15 days of the due date, (2) You breach or attempt to breach any other term, representation or covenant herein or in any other agreement now existing or hereafter entered into with Us or any Assignee, if You default, We may do any or all of the following: (A) cancel this Agreement, (B) require You to promptly return the Equipment at Your expense to any location(s) designated by Us, (C) take possession of and/or render the Equipment (including any software) unusable (and for such purposes You hereby authorize Us and Our designees to enter Your premises, only with prior notice or other process of law), and sell, lease or otherwise dispose of the Equipment on such terms and in such manner as We may in Our sole discretion determine.
- RETURN OF EQUIPMENT.** Upon expiration of the Term, provided You have performed all of Your obligations hereunder, We will promptly remove the Equipment from Your premises at Our cost and expense. The Equipment must be made available to Us in Good Condition (defined in Section 5). You are solely responsible for removing all data from any digital storage device, hard drive. We shall not be liable for any losses, directly or indirectly arising out of, or by reason of the presence and/or use of any information, images or content retained by or resident in any Equipment returned to Us or repossessed by Us.

10. **APPLICABLE LAW; VENUE; JURISDICTION; SEVERABILITY.** This Agreement shall be governed by, enforced and construed in accordance with the laws of the state of Texas and any dispute concerning this Agreement shall be adjudicated in the District Court located in Wise County, Texas. If any amount charged or collected under this Agreement is greater than the amount allowed by law (an "Excess Amount"), then (i) any Excess Amount charged but not yet paid will be waived by Us and (ii) any Excess Amount collected will be refunded to You or applied to any other amount then due hereunder. Each provision hereof shall be interpreted to the maximum extent possible to be enforceable under applicable law. If any provision is construed to be unenforceable, such provision shall be ineffective only to the extent of such unenforceability without invalidating the remainder hereof.

11. **MISCELLANEOUS.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same document. You acknowledge that You have received a copy of this Agreement and agree that a facsimile or other copy containing Your faxed, copied or electronically transmitted signature may be treated as an original and will be admissible as evidence of this Agreement. You waive notice of receipt of a copy of this Agreement with Our original signature. You hereby represent to Us that this Agreement is legally binding and enforceable against You in accordance with its terms.

BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES RECEIPT OF PAGE 2 OF THIS AGREEMENT AND AGREES TO THE TERMS ON BOTH PAGES 1 & 2

Customer: (Identified above)		NovaCopy, Inc. ("We," "Us," "Our" and "Owner")	
Date:	4-11-16	By:	x Carolyn Stafford
Date:		Date:	4/6/16
Print name:	J D Clark	Print name:	Carolyn Stafford
Title:	County Judge	Title:	CFO

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RENEWALS

April 11, 2016

(NO ATTACHMENTS-ORIGINAL DOCUMENTS CAN BE FOUND ONLINE)

- 1. Dustin-Tax Office Bridgeport, Animal Shelter**
- 2. Lexisnexis Accurint-EMS**
- 3. SOE software-Elections**
- 4. TCLEEDS-Fire Marshal**

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CANCELLATIONS

April 11, 2016

(NO ATTACHMENTS-ORIGINAL DOCUMENTS CAN BE FOUND ONLINE)

- 1. Maxor Inmate Pharmacy-cancelled by Maxor**