

COPY RENTAL AGREEMENT

Please fax completed Agreement to 1-866-329-8795
Questions or need assistance? Call 1-866-550-8795



CUSTOMER INFORMATION			
Customer Name		Agreement Number	
Billing Street Address/City/County/State/Zip		Customer Phone Number	
Equipment Location (if different from above)		Tax ID Number	
SUPPLIER INFORMATION			
Supplier Name ("SUPPLIER")		Supplier Phone Number	
Street Address/City/State/Zip			
EQUIPMENT DESCRIPTION			
Make / Model / Accessories		Serial Number	Starting Meter
RENTAL TERMS		RENTAL PAYMENT AMOUNT	
Term in Months _____ (months)		\$ _____ (plus applicable taxes) Rental Payment Period is Monthly Unless Otherwise Indicated	
Meter Frequency: <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Annual			
Copy Allowance:		Overage Copy Charge:	
B/W: _____ Color: _____ Scan: _____ Other: _____		B/W: _____ Color: _____ Scan: _____ Other: _____	
TERMS AND CONDITIONS			
BY SIGNING THIS AGREEMENT YOU ACKNOWLEDGE THAT YOU: (i) HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS ON THE FRONT AND SECOND PAGE OF THIS AGREEMENT, (ii) AGREE THAT THIS RENTAL IS A NET RENTAL THAT YOU CANNOT TERMINATE OR CANCEL, YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS DUE UNDER THIS AGREEMENT, AND YOU CANNOT WITHHOLD, SETOFF OR REDUCE SUCH PAYMENTS FOR ANY REASON, (iii) WILL USE THE EQUIPMENT ONLY FOR BUSINESS PURPOSES, (iv) WARRANT THAT THE PERSON SIGNING THIS AGREEMENT FOR YOU HAS THE AUTHORITY TO DO SO, (v) CONFIRM THAT YOU DECIDED TO ENTER INTO THIS AGREEMENT RATHER THAN PURCHASE THE EQUIPMENT FOR THE TOTAL CASH PRICE, (vi) AGREE THAT THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY AND YOU CONSENT TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN NEW JERSEY. YOU AND WE EXPRESSLY WAIVE ANY RIGHTS TO A TRIAL BY JURY, AND (vii) IF THIS AGREEMENT IS REPLACING AN EXISTING AGREEMENT, THE NEW PAYMENT MAY INCLUDE THE BALANCE OF THAT AGREEMENT AND RESULT IN A GREATER AGGREGATE COST TO YOU. For security purposes and to help the government fight terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each individual or commercial entity that enters into a customer relationship with the financial institution. For this reason, We may request the following identifying information: name, address, date of birth. We may also ask other questions or request other documents meant to verify Your individual or commercial identity.			
EVERBANK COMMERCIAL FINANCE, INC.			
Owner		Customer	
X		X	
Authorized Signature		Authorized Signature	
Print Name and Title		Print Name and Title	
Date		Date	
PERSONAL GUARANTY			
THIS PERSONAL GUARANTY CREATES SPECIFIC LEGAL OBLIGATIONS. When we use the words You and Your in this Personal Guaranty only, we mean the Personal Guarantor(s) indicated below. When we use the words We , Us and Our in this Personal Guaranty, We mean EverBank Commercial Finance, Inc. In consideration of Our entering into the Copy Rental Agreement identified above ("Agreement"), You unconditionally and irrevocably guarantee to Us, Our successors and assigns the prompt payment and performance of all obligations of the Customer identified above under the Agreement. You agree that this is a guaranty of payment and not of collection, and that We may proceed directly against You without first proceeding against the Customer or against the equipment covered by the Agreement. You waive all defenses and notices, including those of protest, presentment and demand. You agree that We may renew, extend or otherwise modify the terms of the Agreement and You will be bound by such changes. If the Customer defaults under the Agreement, You will immediately perform all obligations of the Customer under the Agreement, including, but not limited to, paying all amounts due under the Agreement. You will pay to Us all expenses (including attorneys' fees) incurred by Us in enforcing Our rights against You or the Customer. This is a continuing guaranty which will not be discharged or affected by Your death and will bind Your heirs and personal representatives. You waive any rights to seek repayment from the Customer in the event You must pay Us. If more than one personal guarantor has signed this Personal Guaranty, each of You agrees that Your liability is joint and several. You authorize Us or any of Our assignees to obtain credit bureau reports regarding Your personal credit, and make other credit inquiries that We determine are necessary. THIS PERSONAL GUARANTY IS GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY. YOU CONSENT TO THE JURISDICTION OF ANY LOCAL, STATE, OR FEDERAL COURT LOCATED WITHIN NEW JERSEY. YOU EXPRESSLY WAIVE ANY RIGHT TO A TRIAL BY JURY.			
X		X	
Personal Guarantor (no title)		Personal Guarantor (no title)	
Print Name		Print Name	
Date		Date	
Home Street Address/City/State/Zip		Home Street Address/City/State/Zip	
Social Security Number		Social Security Number	
Phone Number		Phone Number	
ACCEPTANCE OF DELIVERY			
You certify that all the Equipment listed above has been furnished to You, and that delivery and installation has been fully completed and satisfactory. Further, all terms and conditions of the Agreement have been reviewed and agreed to by You. Upon Your signing below, Your promises herein will be irrevocable and unconditional. You understand and agree that We have purchased the Equipment from the above Supplier, whom You may contact for Your warranty rights, which We transfer to You for the term of the Agreement. Your approval as indicated below of Our purchase of the Equipment from the Supplier, its delivery and Your acceptance is a condition precedent to the effectiveness of the Agreement. Your approval as indicated below of Our purchase of the Equipment from the Supplier, its delivery and Your acceptance is a condition precedent to the effectiveness of the Agreement.			
DATED:		TITLE:	
CUSTOMER:		SIGNATURE:	

ADDITIONAL TERMS ON SECOND PAGE

1. AGREEMENT; DELIVERY AND ACCEPTANCE. You agree to rent the equipment and any other property described on the front of this Agreement (collectively "**Equipment**") on the terms and conditions shown on the front and second page. If You have entered into any purchase or supply contract ("**Supply Contract**") with any Supplier, You assign to Us Your rights under such Supply Contract, but none of Your obligations (other than the obligation to pay for the Equipment if it is accepted by You as stated below and You timely deliver to Us such documents and assurances as We request.) You will arrange for the delivery of the Equipment to You. When You receive the Equipment, You agree to inspect it to determine if it is in good working order. The Equipment will be deemed irrevocably accepted by You upon the earlier of: a) the delivery to Us of a signed Delivery and Acceptance Certificate (if requested by Us); or b) 10 days after delivery of the Equipment to You if previously You have not given written notice to Us of Your non-acceptance. The Initial Term shall commence on a date designated by Us after receipt of all required documentation and acceptance by Us (the "**Commencement Date**"). The first Rental Payment is due on or before the Commencement Date, as invoiced by Us, and the remaining Rental Payments will be due on the same day of each subsequent month at an address specified by Us in writing. The Rental Payment is subject to increase if the Commencement Date occurs 30 days or more after the date We approved your Copy Rental application and the yield on the US Interest rate swaps that most closely matches the term of the Agreement increases during such time. The Swaps Rate is published in the Federal Reserve Statistical release H.15 and can be found at <http://www.federalreserve.gov/releases/h15/update/>. You authorize us to adjust the Rental Payment up or down by not more than **15%** if the total amount we have paid in connection with the purchase, delivery and installation of the Equipment, including any trade-up and buyout amounts (collectively, the "**Total Cash Price**") differs from the estimated Total Cash Price originally assumed for documentation purposes. If any Rental Payment or other amount payable to Us is not paid within 3 days of its due date, You will owe Us a late charge not to exceed the greater of 10% of each late payment or **\$20.00** (or such lesser rate or amount as is the maximum allowable under applicable law.)

2. NO WARRANTIES. We are renting the Equipment to You "**AS-IS**". **YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE THE EQUIPMENT, WE DO NOT REPRESENT THE MANUFACTURER OR THE SUPPLIER, AND YOU HAVE SELECTED THE EQUIPMENT AND SUPPLIER BASED UPON YOUR OWN JUDGMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. YOU AGREE THAT REGARDLESS OF CAUSE, WE ARE NOT RESPONSIBLE FOR AND YOU WILL NOT MAKE ANY CLAIM AGAINST US FOR ANY DAMAGES, WHETHER CONSEQUENTIAL, DIRECT, SPECIAL, OR INDIRECT. YOU AGREE THAT NEITHER SUPPLIER NOR ANY SALESPERSON, EMPLOYEE OR AGENT OF SUPPLIER IS OUR AGENT OR HAS ANY AUTHORITY TO SPEAK FOR US OR TO BIND US IN ANY WAY.**

3. EQUIPMENT LOCATION; USE AND REPAIR; RETURN; RESTOCKING FEE. You will keep and use the Equipment only at the Equipment Location shown on the front of this Agreement. You may not move the Equipment without Our prior written consent. At Your expense, You will keep the Equipment eligible for any manufacturer's certification, in compliance with all applicable laws and in good condition, except for ordinary wear and tear. You will not make any alterations, additions or replacements to the Equipment without Our prior written consent. All alterations, additions and replacements will become part of the Equipment and Our property at no expense to Us. We may inspect the Equipment at any reasonable time. Within **10** days of the expiration or earlier termination of this Agreement You will deliver the Equipment to Us in good condition and repair, except for ordinary wear and tear, to any place that We designate and upon Our request, You will provide Us with a certification from the manufacturer or its authorized representative as to the Equipment's condition. To the extent that any portion of the Equipment consists of software or other licensed products, You will return all tangible items of software and destroy all intangible items of software, certify in writing to Us that You have complied with the above requirements, have not retained such software and will not use the software after termination. It is solely Your duty to remove all sensitive or confidential data stored within the Equipment prior to returning it. You will pay all expenses of uninstalling, crating and shipping and You will insure the Equipment for its full replacement value during shipping, and We may charge You a restocking fee equal to two (2) Rental Payments. You agree that You will not take the Equipment out of service and have a third party pay or provide funds to pay the amounts due hereunder.

4. TAXES AND FEES. You will pay all excise taxes, sales and use taxes, personal property taxes, and all other taxes and charges which may be imposed during the term of this Rental, arising from the use, acquisition, ownership or renting of the Equipment, whether due before or after termination of the Rental Agreement. You will reimburse Us for all administrative costs associated with the preparation, filing, payment, and other costs necessary to properly administer taxes associated with the Equipment. Where required by law, We will file the personal property tax returns with respect to the Equipment, and You shall pay Us in advance, and when We require, the taxes that We anticipate will be due during the year. You further agree to pay Us a documentation fee to cover Our expenses in processing this Agreement. If applicable, You agree to pay a supply delivery charge if billed, on a per machine basis, plus applicable taxes.

5. LOSS OR DAMAGE. As between You and Us, You are responsible for any loss, theft or destruction of, or damage to, the Equipment (collectively "**Loss**") from any cause at all, whether or not insured, until it is delivered to Us at the end of this Agreement. You are required to make all Rental Payments even if there is a Loss. You must notify Us in writing immediately of any Loss. Then, at Our option, You will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay Us the amounts specified in Section 9(b) below.

6. INSURANCE. You will provide and maintain at Your expense (a) property insurance against the loss, theft or destruction of, or damage to, the Equipment for its full replacement value, naming Us as loss payee, and (b) public liability and third party property insurance, naming Us as an additional insured. You will give Us certificates or other evidence of such insurance when requested. Such insurance will be in a form, amount and with companies acceptable to Us, and will provide that We will be given **30** days advance notice of any cancellation or material change of such insurance. We reserve the right to reject Your insurance carrier. **IF YOU DO NOT GIVE US EVIDENCE OF INSURANCE ACCEPTABLE TO US, WE HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO OBTAIN INSURANCE COVERING OUR INTERESTS FOR THE TERM OF THIS AGREEMENT, INCLUDING ANY RENEWAL OR EXTENSIONS. WE MAY ADD THE COSTS OF ACQUIRING AND MAINTAINING SUCH INSURANCE, AND OUR FEES FOR OUR SERVICES IN PLACING AND MAINTAINING SUCH INSURANCE (COLLECTIVELY, "INSURANCE CHARGE"), ON WHICH WE MAY EARN A PROFIT, TO THE AMOUNTS DUE FROM YOU UNDER THIS AGREEMENT.** Such insurance may duplicate coverage provided under Your existing policy. You will pay the Insurance Charge in equal installments allocated to the remaining Rental Payments. Nothing in this Agreement will create an insurance relationship of any type between Us

and any other person. You acknowledge that We are not required to secure or maintain any rental insurance, and We will not be liable to You if We terminate any insurance coverage that We arrange.

7. TITLE; RECORDING. We are the owner of and will hold title to the Equipment throughout the term of this Agreement. You will keep the Equipment free of all liens and encumbrances. To protect Our rights in the Equipment, in the event this Agreement is determined to be a security agreement, You grant Us a first priority security interest in the Equipment (including any replacements, substitutions, additions, attachments and proceeds.) You will deliver to Us such signed documents as We may request to protect Our interest in the Equipment.

8. DEFAULT. Each of the following is a "**Default**" under this Agreement: (a) You fail to pay any Rental Payment or any other payment within **10** days of its due date, (b) You do not perform any of Your other obligations under this Agreement or in any other agreement with Us or with any of Our affiliates and this failure continues for **10** days after We have notified You of it, (c) You become insolvent, You dissolve or are dissolved, or You assign Your assets for the benefit of Your creditors, or enter any bankruptcy proceeding; (d) any guarantor of this Agreement dies, does not perform its obligations under the guaranty, or becomes subject to one of the events in clause (b) or (c) above.

9. REMEDIES. If a Default occurs, We may do one or more of the following: (a) We may cancel or terminate this Agreement or any or all other agreements that We have entered into with You; (b) We may require You to immediately pay Us, as compensation for loss of Our bargain and not as a penalty, a sum equal to (i) the present value of all unpaid Rental Payments for the remainder of the term plus the Equipment's anticipated residual value discounted, if applicable, plus (ii) all other amounts due or that become due under this Agreement; (c) We may require You to deliver the Equipment to Us as set forth in Section 3 and terminate use of any software component of the Equipment; (d) We or Our agent may peacefully repossess the Equipment without court order and You will not make any claims against Us for damages or trespass or any other reason; and (e) We may exercise any other right or remedy available at law or in equity. **You agree to pay all of Our costs and reasonable attorney's fees of enforcing Our rights against You.** If We take possession of the Equipment, We may sell or otherwise dispose of it with or without notice, at a public or private sale, and apply the net proceeds (after We have deducted all costs related to the sale or disposition of the Equipment) to the amounts that You owe Us. You will remain responsible for any amounts that are due after We have applied such net proceeds.

10. ASSIGNMENT. YOU MAY NOT ASSIGN, SELL, TRANSFER OR SUBRENT THE EQUIPMENT OR YOUR INTEREST IN THIS AGREEMENT. We may, without notifying You, sell, assign, or transfer this Agreement and Our rights to the Equipment. You agree that the new owner will have the same rights and benefits that We have now under this Agreement but not Our obligations. The rights of the new owner will not be subject to any claim, defense or set-off that You may have against Us.

11. AUTOMATIC RENEWAL. You must give Us at least **90** days written notice before the end of the initial term that You will return the Equipment to Us. If You do not give Us such written notice or if You do not deliver the Equipment in accordance with the terms and conditions of this Agreement, this Agreement will automatically renew on a monthly basis until You deliver the Equipment to Us. During such renewal(s) the Rental Payment will remain the same. We may cancel an automatic renewal term by sending You written notice **10** days prior to such renewal term. With respect to items of Equipment consisting of software, Your right to continue use of such software will be subject to the applicable license agreement.

12. INDEMNIFICATION. You are responsible for any losses, damages, penalties, claims, suits and actions, including attorneys' fees caused by or related to (a) the installation, ownership, use, rental, or possession of the Equipment or (b) any data You store within the Equipment.

13. TRANSITION BILLING. In order to facilitate an orderly transaction, including installation and training and to provide a uniform billing cycle, the "**Effective Date**" of this Agreement will be the date after the installation, as shown on the first invoice. You agree to pay a prorated amount for the period between the installation date and the Effective Date. This payment for the transition period will be based on the Rental Payment prorated on a 30-day calendar month and will be added to Your first invoice.

14. MAINTENANCE AND SUPPLIES. The charges established by this Agreement include payment for the use of the designated equipment, accessories and maintenance (during normal business hours). Paper must be separately purchased by the customer. Toner not included in this Agreement will be billed separately. If necessary, the service and supply portion of this Agreement may be assigned.

15. 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 the Rental Payment Amount and the Overage Copy Charge by a maximum of not greater than **15%** of the existing charge. You may not carry over any credits in any month in which You make fewer copies than the Minimum Copies per month.

16. SECURITY DEPOSIT. If You have paid to Us a Security Deposit, We may apply all or part of the Security Deposit against Your obligations. If You decide to purchase the Equipment under Section 11 above, You can tell Us to use the remaining amount of the Security Deposit towards Your purchase. If the remaining amount of the Security Deposit (a) doesn't cover Your purchase price, You will immediately pay Us the difference or (b) exceeds Your purchase price, We will pay You the difference. The Security Deposit will not earn interest and may be commingled with other funds.

17. MISCELLANEOUS; FAX SIGNATURES. This is the entire agreement between the parties and supersedes all prior agreements, whether oral or written, concerning the subject matter hereof. Any change in any of the terms and conditions of this Agreement must be in writing and signed by Us. **You agree, however, that We are authorized, without notice to You, to supply missing information or correct obvious errors in this Agreement.** All of Our rights and indemnities will survive the termination of this Agreement. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of interest permitted to be charged or collected by applicable law, and any such excess payment will be applied to Rental Payments in inverse order of maturity, and any remaining excess will be refunded to You. If You do not perform any of Your obligations under this Agreement, We have the right, but not the obligation, to take any action or pay any amounts that We believe are necessary to protect Our interests. You agree to reimburse Us immediately upon Our demand for any such amounts that We pay. If more than one customer has signed this Agreement, each of You agree that Your liability is joint and several. Any signature, execution and delivery of any document or instrument may be satisfied in Our discretion and to the extent permitted by the UCC by authentication of such document or instrument as a record within the meaning of Article 9 of the UCC. A fax version of Your signature on this Agreement when received by Us shall be binding upon You as if originally signed. However, this Agreement shall be binding on Us when signed by Us. Both You and We agree that the version of this Agreement with Our original signature shall constitute the original authoritative version.

AMENDMENT TO COPY RENTAL AGREEMENT

Please fax completed and signed to 1-866-329-8795
Questions or need assistance? Call 1-866-550-8795

RE: COPY RENTAL AGREEMENT NUMBER: 41640704 BY AND BETWEEN

CUSTOMER: SAN RAFAEL CITY SCHOOLS

OWNER: EVERBANK COMMERCIAL FINANCE, INC.

The above referenced Copy Rental Agreement (the "Agreement") is hereby amended as follows:

Section. TERMS AND CONDITIONS:

In this section, "**NEW JERSEY**" is hereby deleted and replaced with "**CALIFORNIA.**"

Section. PERSONAL GUARANTY:

This section is hereby deleted in its entirety.

Section 1. AGREEMENT, DELIVERY AND ACCEPTANCE:

The following language in this section, "The Rental Payment is subject to increase if the Commencement Date occurs 30 days or more after the date We approved your Copy Rental application and the yield on the US Interest rate swaps that most closely matches the term of the Agreement increases during such time. The Swaps Rate is published in the Federal Reserve Statistical release H.15 and can be found at <http://www.federalreserve.gov/releases/h15/update/>. You authorize us to adjust the Monthly Rental Payment up or down by not more than **15%** if the total amount we have paid in connection with the purchase, delivery and installation of the Equipment, including any trade-up and buyout amounts (collectively, the "**Total Cash Price**") differs from the estimated Total Cash Price originally assumed for documentation purposes," is hereby deleted in its entirety.

The twelfth sentence of this section is hereby deleted in its entirety and restated as follows: "Invoices will be sent out 25 days before they are due and if any Monthly Rental Payment or other amount payable to Us is not paid within **15** days of its due date, You will owe Us a late charge not to exceed the greater of 10% of each late payment or **\$20.00** (or such lesser rate or amount as is the maximum allowable under applicable law.)"

Section 3. EQUIPMENT LOCATION; USE AND REPAIR; RETURN:

The twelfth sentence of this section is hereby deleted in its entirety and restated as follows: "You will pay all expenses of uninstalling, crating and shipping and You will insure the Equipment for its full replacement value during shipping."

Section 4. TAXES AND FEES:

The second sentence of this section, "You will reimburse Us for all administrative costs associated with the preparation, filing, payment, and other costs necessary to properly administer taxes associated with the Equipment," is hereby deleted in its entirety.

The following language in this section, "You further agree to pay Us a documentation fee to cover Our expenses in processing this Agreement. If applicable, You agree to pay a supply delivery charge if billed, on a per machine basis, plus applicable taxes," is hereby deleted in its entirety.

Section 8. DEFAULT:

In the first sentence of this section, "**10** days" is hereby deleted and replaced with "**15** days."

Section 9. REMEDIES:

The second sentence of this section is hereby deleted in its entirety and restated as follows, "In the event of any dispute or enforcement of rights under this Agreement or any related agreement, the prevailing party shall be entitled to recover 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 fee."

Section 15. OVERAGES AND COST ADJUSTMENTS:

The second sentence of this section, "At the end of the first year of this Agreement and once each successive twelve month period, We may increase the Per Copy Charge and the Overage Copy Charge by a maximum of not greater than **15%** of the existing charge," is hereby deleted in its entirety.

The third sentence of this section is hereby deleted in its entirety and restated as follows, "You may carry over any credits in any month in which You make fewer copies than the Minimum Copies per month."

All other terms and conditions in the Agreement shall remain in full force and effect.

EVERBANK COMMERCIAL FINANCE, INC.

OWNER

X

Authorized Signature

Print Name and Title

Date

SAN RAFAEL CITY SCHOOLS

CUSTOMER

X

Authorized Signature

Print Name and Title

Date

ADDENDUM TO LEASE, RENTAL, OR OTHER FINANCE AGREEMENT

Please fax completed and signed Addendum to 1-866-329-8795

Questions or need assistance? Call 1-866-550-8795

LESSEE/CUSTOMER NAME: _____**AGREEMENT NUMBER:** _____**LESSEE/CUSTOMER ADDRESS:** _____

This Addendum supplements the provisions of the _____ Agreement identified above ("**Agreement**"). You and We make this Addendum an integral part of the Agreement. Capitalized terms used in this Addendum that are not defined will have the meanings specified in the Agreement. If there is any conflict between the Agreement and this Addendum, then this Addendum will control and prevail.

1. **Funding Intent.** You reasonably believe that sufficient funds can be obtained to make all Lease or Rental Payments and other payments during the term of this Agreement. You affirm that funds to pay Lease or Rental Payments and other payments under this Agreement are available for Your current fiscal year. You and We agree that Your obligation to make Lease or Rental Payments under this Agreement will be Your current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in this Agreement will be interpreted as a pledge of Your general tax revenues, funds or moneys.

2. **Use of Equipment.** The Equipment will be operated and controlled by You and will be used for essential government purposes and will be essential for the term of this Agreement.

3. **Signatures.** You warrant You have 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 Your governing body authorizing execution of the Agreement has been duly adopted and remains in full force and effect.

4. **Non-Appropriation of Funds.** If sufficient funds are not appropriated and budgeted by Your governing body in any fiscal year for Lease or Rental Payments or other payments due under this Agreement, this Agreement will terminate as of the last day of Your fiscal year for which funds for Lease or Rental Payments are available. You will give Us written notice within fifteen (15) days of the occurrence of such non-appropriation. Such termination is without any expense or penalty, except for the portions of the Lease or Rental Payments and those expenses associated with Your return of the Equipment in accordance with Section 3 of this Agreement for which funds have been budgeted and appropriated or are otherwise legally available. You agree that, to the extent permitted by law, (x) You will not terminate this Agreement if any funds are appropriated by You or to You for the acquisition or use of equipment or services performing similar functions to the Equipment during Your fiscal year in which such termination would occur and (y) You will not spend or commit funds for the acquisition or use of equipment or services performing functions similar to the Equipment until the fiscal year following the fiscal year for which funds were first not available for the Lease or Rental Payments.

All other terms and conditions of the Agreement shall remain in full force and effect.

EVERBANK COMMERCIAL FINANCE, INC.

Lessor/Owner

X

Authorized Signature

Print Name & Title

Date

Lessee/Customer

X

Authorized Signature

Print Name & Title

Date

Customer Acceptance			Dealer Representative	
Authorized Signature/Date	Print Name	Title	Signature	Date

Terms and Conditions

This contract constitutes the service agreement between the Customer and KBA Docusys, hereinafter called "KBA", with respect to KBA Docusys service. The provisions included shall represent the intent of the parties, notwithstanding any variance with the terms and conditions of any other submitted by the Customer in replace to KBA Docusys service.

CONSUMABLES: Toner, developer, drums, masters, fuser rollers, fuser oil, cleaning rollers, staples, toner waste containers, preventive maintenance kits, paper and imaging units are considered consumable supply items. If applicable, these supplies will be billed to the Customer at KBA's effective per copy rate with no shipping charges.

PARTS: Parts that are broken or worn through normal use and are necessary for servicing and maintenance adjustments are covered under this contract.

PERFORMANCE GUARANTEE: KBA is committed to 100% Customer satisfaction. If equipment is considered down for a period longer than three (3) days, and no loaner equipment is provided to Customer after that time, Customer receives \$ 25 credit per day from KBA. All terms on KBA Total Satisfaction Guarantee apply unless stated differently above.

EXCLUSIONS: This agreement shall not apply to services or repairs made necessary by an act of nature, misuse, abuse, neglect, theft, vandalism, electrical power failure, fire, water or other casualty to or repairs made necessary as a result of service by personnel other than KBA's employees, or use of non authorized supplies. In addition, any damage caused by the Customer will not be covered by this maintenance agreement and repairs will be billed at KBA's then effective date. This agreement can be terminated by KBA if, in KBA's option, the equipment is subject to excessive Customer abuse.

CONNECTING/NETWORKING: If your equipment is connected by KBA anytime during the contract, KBA will cover and support all print and scan functions and connecting accessories installed by KBA. Your network system, software, servers, cabling, and software/installation are not covered under this contract. Any additional service or installation concerning your network administration will be charged at prevailing rates. In addition KBA offers connective contracts (call for additional information) to address additional networking needs.

METERS: Customer is responsible for submitting timely monthly meter reads. Meters not received will be billed at the previous 3 month average. Three months of non-meter reporting may result in a service hold on the account.

RECONDITIONING: When, in the option of KBA, shop reconditioning or work beyond the scope of the agreement is required, KBA will submit a cost estimate for such work. The cost of the work will be in addition to the maintenance agreement charge. If such work is not authorized by the Customer, KBA has the right to either not renew or cancel this agreement. Any unused portion of the agreement will apply to the Customer's open account. KBA will, however, continue to service said machine on a time and material basis.

UPGRADING: This agreement is non-refundable. Should this equipment be upgraded with KBA prior to the expiration date, KBA will apply any unused portion of this agreement toward the purchase of the maintenance agreement for the new machine. KBA agrees to pay for costs of returning upgraded equipment. KBA agrees to pay for all expenses of uninstalling, crating and shipping and will insure the Equipment for its full replacement value during shipping.

CONTRACT SUPPORT FEES:

The monthly fee of \$3.25 charged per system per month to cover shipping of supplies and parts is waived.

RENEWAL: Unless terminated by either party with 30 day written notice, this contract will be renewed automatically annually on the anniversary date. There will be no annual increase in rates for the 60-month term of the leased equipment. At end of lease term, any unused copies can be used as credits towards the service portion of the bundled lease agreement.

BUSINESS HOURS: All service calls on equipment covered by this agreement will be made by KBA during our normal business hours which are between 8:00 a.m. to 5:00 p.m. Any service requested by the Customer outside of our normal business hours will be performed if available at the rate not less than twice KBA's published hourly service rate.

EQUIPMENT MOVEMENTS: Should the equipment be moved beyond the service area of KBA, this contract is considered void. Copier movements within KBA servicing territory should be done by a reputable mover. Deinstallations, moves and connectivity are not covered under this agreement. Please contact KBA for a quote on moving your copier.

TAXES: This agreement does not include applicable taxes. All taxes levied or imposed, now and hereafter, by any governmental authority shall be paid by the Customer in accordance with the law.

ASSIGNMENT: This agreement may not be assigned by the Customer. KBA may refuse to honor the contract if the equipment is sold, traded or in any way transferred to a third party.

DELINQUENCY: Should your account become delinquent during the term of this agreement, KBA reserves the right to cancel this agreement and apply the remaining portion towards the balance on your account. All accounts which go beyond 30 days will be charged 1% per month until the account is brought current. Accounts beyond 60 days will be placed on service hold.

ENFORCEMENT: In the event of any action to enforce terms of this agreement or any collateral agreement hereto, the prevailing party in such is entitled to all costs hereof including reasonable attorneys fees. In such event, you and we expressly waive any rights to a trial by jury.