

**CITY OF COLUMBIA, ILLINOIS**

**ORDINANCE NO. 2913**

**AN ORDINANCE TO AUTHORIZE THE CITY OF COLUMBIA, ILLINOIS, TO ENTER INTO A LEASE AGREEMENT WITH DOCUMENT AND NETWORK TECHNOLOGIES, INC. TO PROVIDE COPYING/PRINTING/SCANNING EQUIPMENT FOR THE CITY OF COLUMBIA, ILLINOIS**

Adopted by the  
City Council  
of the  
City of Columbia, Illinois  
this 21<sup>st</sup> day of November, 2011

Published in pamphlet form by  
authority of the City Council  
of the City of Columbia,  
Illinois, this 21<sup>st</sup> day  
of November, 2011

NOV 21 2011

*J. Ronald Colyer*  
City Clerk

**ORDINANCE NO. 2913**

**AN ORDINANCE TO AUTHORIZE THE CITY OF COLUMBIA, ILLINOIS, TO ENTER INTO A LEASE AGREEMENT WITH DOCUMENT AND NETWORK TECHNOLOGIES, INC. TO PROVIDE COPYING/PRINTING/SCANNING EQUIPMENT FOR THE CITY OF COLUMBIA, ILLINOIS**

WHEREAS, the City Council of the City of Columbia, Illinois ("City") has found and determined and does hereby declare that it is in the City's best interests and appropriate to enter into a Lease Agreement with a firm to provide equipment for the City's use to copy, print and scan documents;

WHEREAS, the City Council of the City has selected Document and Network Technologies, Inc. ("DNT") as an appropriate company to provide such equipment on a leased basis; and

WHEREAS, it is necessary and appropriate that this Ordinance be enacted for the purpose of authorizing the City to enter into an agreement for the lease of equipment to provide the City the ability to copy, print and scan documents.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Columbia, Illinois, as follows:

**Section 1.** The recitals contained above in the preamble of this Ordinance are hereby incorporated herein by reference, the same as if set forth in this Section of this Ordinance verbatim, as findings of the City Council of the City of Columbia, Illinois.

**Section 2.** The City Council of the City of Columbia, Illinois, does hereby select DNT to provide such copying/printing/scanning equipment to the City, and does further authorize and direct the City Administrator to execute and deliver a Lease Agreement, in the form attached hereto, evidencing such copying/printing/scanning equipment leasing, which Lease Agreement is hereby approved as to form, in as many counterparts as said City Administrator shall determine.

**Section 3.** This ordinance shall be in full force and effect following its passage and publication in pamphlet form, as provided by law.

Alderman Roessler moved the adoption of the above and foregoing Ordinance; the motion was seconded by Alderman Reis, and the roll call vote was as follows:

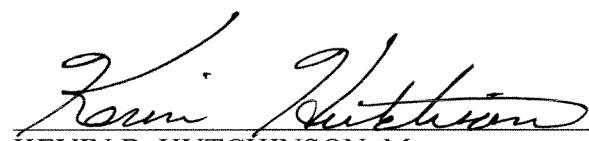
YEAS: Aldermen Ebersohl, Agne, Niemietz, Roessler, Huch, Mathews, Piazza  
and Reis.

NAYS: None.

ABSENT: None.

ABSTENTIONS: None.

PASSED by the City Council and APPROVED by the Mayor this 21<sup>st</sup> day of November, 2011.



KEVIN B. HUTCHINSON, Mayor

ATTEST:



J. RONALD COLYER, City Clerk

(SEAL)

STATE OF ILLINOIS      )  
                            )  
                            ) SS  
COUNTY OF MONROE    )

**CERTIFICATE OF PUBLICATION**

I, J. Ronald Colyer, certify that I am the duly elected and acting City Clerk of the City of Columbia, Illinois.

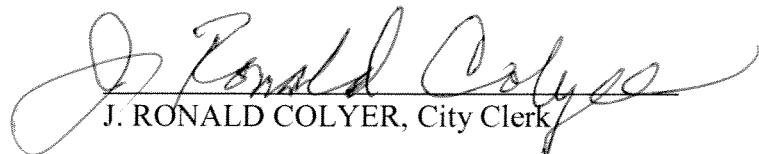
I further certify that on the 21<sup>st</sup> day of November, 2011, the Corporate Authorities of the City of Columbia, Illinois, passed and approved Ordinance No. 2913 entitled:

**“AN ORDINANCE TO AUTHORIZE THE CITY OF  
COLUMBIA, ILLINOIS, TO ENTER INTO A LEASE  
AGREEMENT WITH DOCUMENT AND NETWORK  
TECHNOLOGIES, INC. TO PROVIDE  
COPYING/PRINTING/SCANNING EQUIPMENT  
FOR THE CITY OF COLUMBIA, ILLINOIS”**

which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 2913, including the ordinance and a cover sheet thereof, was prepared, and a copy of such ordinance was posted in the Columbia City Hall, commencing on November 22, 2011 and continuing for at least ten (10) days thereafter. Copies of such ordinance were also made available for public inspection upon request in the office of the City Clerk.

DATED at Columbia, Illinois this 21st day of November, 2011.



J. RONALD COLYER, City Clerk

(SEAL)

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF MONROE )

**CERTIFICATE OF TRUE COPY**

I, J. Ronald Colyer, hereby certify that I am the duly elected and acting City Clerk of the City of Columbia, Illinois, and as such I am the keeper of the books, records, files and corporate seal of said City.

I do further certify that Ordinance No. 2913, entitled:

**“AN ORDINANCE TO AUTHORIZE THE CITY OF COLUMBIA, ILLINOIS, TO ENTER INTO A LEASE AGREEMENT WITH DOCUMENT AND NETWORK TECHNOLOGIES, INC. TO PROVIDE COPYING/PRINTING/SCANNING EQUIPMENT FOR THE CITY OF COLUMBIA, ILLINOIS”**

to which this certificate is attached, is a true, perfect, complete and correct copy of said ordinance as adopted at a regular meeting of the Columbia, Illinois, City Council held on the 21<sup>st</sup> day of November, 2011.

IN WITNESS WHEREOF, I have made and delivered this certificate for the uses and purposes hereinabove set forth this 21st day of November, 2011.

  
J. RONALD COLYER, City Clerk

(SEAL)



*Municipal Lease  
Purchase Agreement*

APPLICATION NO.

CONTRACT NO.

**Send Account Inquiries to: 1310 Madrid Street, Suite 101 • Marshall, MN 56258 • Phone: (800) 328-5371 • Fax: (800) 328-9092**  
**Send Payments to: P.O. Box 790448 • St. Louis, MO 63179-0448**

The words **you** and **your** refer to the customer. The words **Lessor**, **we**, **us** and **our** refer to U.S. Bancorp Equipment Finance, Inc. Every attempt has been made to eliminate confusing language and create a simple, easy-to-read document.

**CUSTOMER INFORMATION**

FULL LEGAL NAME City of Columbia		STREET ADDRESS 110 West Sand Band Rd.		
CITY Columbia	STATE IL	ZIP 62236	PHONE 618-281-4264	FAX
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)		E-MAIL		

**SUPPLIER INFORMATION**

NAME OF SUPPLIER Document and Network Technologies		STREET ADDRESS 2275 Cassens Ct., Suite 112		
CITY Fenton	STATE MO	ZIP 63026	PHONE 314-773-6000	FAX 314-771-6344

**MAKE/MODEL NO./ACCESSORIES****SERIAL NO.**

Toshiba eStudio 2540C, RADF, Console Finisher, Hole Punch Unit, Fax Board

LEASE TERMS	LEASE PAYMENT AMOUNT	SECURITY DEPOSIT
Term in Months (mos.)	Payments of \$  (Plus Applicable Taxes)  Lease Payment Period is Monthly Unless Otherwise Indicated.	\$  (Plus Applicable Taxes)

**TERMS AND CONDITIONS**

We hereby lease to You, the personal property (the "Equipment") described above, on any attached Exhibit A, or in any subsequent schedules which may hereinafter be made a part hereof, upon the following terms and conditions:

1. TERM AND RENT: The term of, and the Lease amount ("Lease Amount") due under this Municipal Lease Purchase Agreement ("Agreement") shall begin on the Acceptance Date noted below or as specified on an attached Property Acceptance Certificate (Exhibit C) and, continue for the term set above unless earlier terminated per paragraph 18 and end on the date all payments on Exhibit B, or in any subsequent schedules which may hereafter be made a part hereof, have been made. This Agreement will be deemed automatically renewed by You each year (Your fiscal year) unless earlier terminated by You due to non-appropriation as provided in Paragraph 18 herein.

The Lease Amount includes specified amounts of principal and interest due on a specific date. Upon full payment by You of the entire Lease Amount including interest due on this Agreement, the security interest held by Us and Our successors or assigns shall be released. If any payment (or portion thereof) is not paid when due, it will incur a monthly late charge of 1.5% of the payment amount or the maximum amount permitted by law, whichever is less. You covenant to pay all Lease Amounts when due, and to perform all other covenants contained in this Agreement. Upon the appropriation of Lease Amounts for a fiscal year, the Lease Amounts for said fiscal year shall be a binding obligation. Customer's obligations are absolute and unconditional and are not subject to cancellation, reduction, setoff or counterclaim except as provided in Paragraph 18 herein. Lessor and Customer understand and intend that the obligation of Customer to pay all Lease Amounts hereunder shall constitute a current expense of Customer and will not be in any way construed to be a debt of Customer in contravention of any applicable constitutional, statutory or charter limitation or requirement.

2. COVENANTS OF CUSTOMER: You warrant and represent as follows: (a) You are a body politic and have statutory authority to enter into this transaction and carry out its obligations; (b) You have authorized the execution of this Agreement by Your appropriate officials and followed all applicable public bidding requirements; (c) You have, in accordance with the requirements of law, fully budgeted and appropriated sufficient unexhausted and unencumbered funds for the current budget year and to meet Your other obligations under this Lease for the current budget year, and those funds have not been expended for other purposes; (d) The Equipment is essential to Your proper, efficient, economic and continuing operation and will be used for Your general business; (e) You have never failed to appropriate or otherwise make available funds sufficient to pay Lease or other payments coming due under any lease purchase, installment sale or other similar agreement; (f) You warrant this Lease as a "bank qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Internal Revenue Code and represent that the aggregate face amount of all tax-exempt obligations (excluding private activity bonds other than qualified 501(C)(3) bonds) issued or to be issued by You and Your subordinated entities during the calendar year in which We fund this Lease is not reasonably expected to exceed \$10,000,000; and (g) You and all of Your subordinate entities will not issue in excess of \$10,000,000 of qualified tax-exempt obligations (including this Lease but excluding private activity bonds other than qualified 501(C)(3) bonds) during the calendar year in which We fund this Lease without first obtaining an opinion of national recognized counsel in the area of tax-exempt municipal obligations acceptable to Us that the designation of this Lease as a "bank qualified tax-exempt obligation" will not be adversely affected.

Your Initials (Continued on the reverse side)

**LESSOR ACCEPTANCE**

U.S. Bancorp Equipment Finance, Inc.

TITLE

**CUSTOMER ACCEPTANCE**

By signing below, you certify all conditions and terms of this agreement on the FRONT and BACK have been reviewed and acknowledged. By providing a telephone number for a cellular phone or other wireless device, you are expressly consenting to receiving communications (for NON-marketing or solicitation purposes) at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from Lessor and its affiliates and agents. This Express Consent applies to each such telephone number that you provide to us now or in the future and permits such calls. These calls and messages may incur access fees from your cellular provider.

SIGNATURE

TITLE

FEDERAL TAX I.D. #

PRINT NAME

**ACCEPTANCE OF DELIVERY**

You certify that all the Equipment listed above has been furnished, that delivery and installation has been fully completed and satisfactory. Further, all conditions and terms of this Agreement have been reviewed and acknowledged. Upon your signing below, your promises herein will be irrevocable and unconditional in all respects. You understand and agree that we have purchased the Equipment from the supplier, and you may contact the above supplier 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 is a condition precedent to the effectiveness of this Agreement.

SIGNATURE

TITLE

DATE OF DELIVERY CUSTOMER

Page 1 of 2

3. TITLE: Title to the Equipment shall pass to You upon acceptance of delivery. Should You fail to complete full performance of Your undertakings as provided in this Agreement including full payment by You of the entire Lease Amount including interest due on this Agreement, title will revert to Us.

4. EQUIPMENT INSPECTION, LIENS, PERSONAL PROPERTY and TITLE: You have fully inspected and acknowledged that the Equipment is in good condition and repair, and that You are satisfied with and have accepted the Equipment in such condition. You will not create or assume any mortgage, pledge, lien, encumbrance or claim on the Equipment, and will, at Your own expense, discharge any such claim. The Equipment is, and will at all times during the Agreement Term remain, personal property. Title to the Equipment has been conveyed to You during the lease term in return for periodic payments, subject to the terms and conditions herein.

5. SECURITY INTEREST: To secure payments and observance by You of the covenants expressed or implied herein, You grant a security interest in and a lien on the Equipment to Us, our successors and assigns.

6. USE AND MAINTENANCE: You will use the Equipment in a careful and proper manner, in compliance with all applicable laws and regulations. Equipment is to be used by You exclusively and not subleased, loaned or otherwise used by entities other than You. At Your sole expense and cost, You will maintain the Equipment in good repair, condition and working order and in compliance with manufacturer's suggested maintenance and so as to maintain manufacturer's and /or supplier's warranties.

7. DAMAGE OR DESTRUCTION OF EQUIPMENT: You hereby assume and bear the entire risk of loss of and damage to the Equipment, whether or not insured from any and every cause whatsoever. No loss or damage to the Equipment or any part thereof shall impair any of Your obligation under this Agreement, which shall continue in full force and effect. If the Equipment is partially lost, stolen, damaged or destroyed, You will promptly repair and restore it to working order. If net insurance proceeds (including proceeds of self-insurance) are not sufficient to pay for repairs, You will nevertheless complete the work and pay the costs. You are not entitled to reimbursement or to any reduction of the payments or other amounts payable pursuant this Agreement. If the Equipment is totally lost, stolen, damaged or destroyed, You shall pay to Us or Our assignee a sum equal to the applicable remaining "Principal Balance" plus interest as stated on Exhibit B, if paid later than as regularly scheduled.

8. DISCLAIMER OF WARRANTIES: 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 JUDGEMENT 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 LEASE. YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST SUPPLIER.

9. INSURANCE: During the term of this Agreement, You will keep the Equipment insured against all risks of loss or damage in an amount not less than the replacement cost of the Equipment, without deductible and without co-insurance. We will be the sole named loss payee on the property insurance. We will be named as additional insured on public liability coverage. You will pay all premiums for such insurance and must deliver proof of insurance coverage satisfactory to Us. If You do not provide such proof of such insurance before the Agreement commences, You agree that We have the right, but not the obligation, to enroll you in our property damage coverage program and bill You a monthly property damage surcharge of up to .0035 of the total stream of payments to in part cover Our increased administrative costs, credit risk and other costs and on which We may make a profit. Nothing in this paragraph will relieve You of the obligation to provide public liability coverage.

10. SURRENDER OF PRODUCT: Upon termination of this Agreement due to default or non-appropriation, You shall return the Equipment to Us in good repair, condition and working order, ordinary wear and tear resulting from proper use thereof alone excepted, and have been maintained in accordance with Paragraph 6. In the event of early termination of this Agreement, You will return the Equipment in a condition that permits Us to be eligible for the manufacturer's or supplier's standard maintenance contract without incurring any expense to repair or rehabilitate such Equipment. You will transfer ownership and title to the Equipment to Us and guarantee and indemnify clear title. You, at your own expense, shall deliver the Equipment to such place as specified by Us.

11. TAX INDEMNIFICATION: If You lose Your eligibility for the "Small Issuer Exemption" during the calendar year or this transaction is deemed by any taxing authority not to be tax exempt from federal and/or state income taxation, You agree the implicit interest rate and corresponding monthly interest payment in Exhibit B will be increased to preserve Our originally anticipated yield.

12 TAXES: Unless You have provided Us with evidence of an exemption, You agree to pay any license or registration fees, gross receipts, taxes, assessments, charges and sales, use, property, excise and other taxes imposed by any governmental agency upon the Equipment. Any fees, taxes or other lawful charges paid by Us or Our assigns for You shall become immediately due from You to Us or Our assignee including any costs incurred by Us pursuant to Paragraph 11.

13. EVENTS OF DEFAULT: The default by You under any term, covenant or condition contained herein which is not cured within ten days after written notice thereof from Us, shall, at Our option, terminate this Agreement and Your right to possession of the Equipment.

14. REMEDIES ON DEFAULT: Upon termination of this Agreement, We may without notice to or demand upon You, except as stipulated in paragraph 18, pursue one or more of the following remedies: (a) Take any necessary or desirable action to collect all payments due under this Agreement, or to enforce performance of any obligation, agreement or covenant of You under this Agreement, including payment of any amounts which You fail to pay (such as insurance premiums, costs or repairs, taxes). We and Our assigns will also be entitled to recover all costs and expenses, including attorney's fees, incurred in connection with the enforcement of any of Our or Our assigns rights or remedies against You. (b) To sue for and recover all rents, and other payments, then accrued or thereafter accruing, with respect to any or all items of Equipment. (c) To take possession of any or all items of Equipment, wherever same may be located, without any court order or other process of law. You hereby waive any and all damages occasioned by such taking of possession. Any said taking of possession shall not constitute a termination of this Agreement as to any or all items of Equipment unless We expressly notify You in writing. (d) To terminate this Agreement as to any or all items of Equipment. (e) To pursue any other remedy at law or in equity. Notwithstanding any said repossession, or any other action which We may take, You shall be and remain liable for the full performance of all obligations on the part of You to be performed under this lease. All such remedies are cumulative, and may be exercised concurrently or separately.

15. CONCURRENT REMEDIES: No right or remedy of Ours is exclusive of any other right or remedy. Each is cumulative of every other right or remedy given, or now hereafter existing at law, and may be enforced concurrently; separately, or in sequence.

16. ASSIGNMENT: You agree not to sell, assign, lease, sublease, pledge or allow any lien or encumbrance against any interest in this Agreement or the Equipment without Our prior written consent, which will be withheld if: (1) it would eliminate or decrease Our tax exempt yield or, (2) it would, in Our sole judgment, diminish the prospects for repayment. You agree that We may assign, in whole or in part, Our right, title and interest in this Agreement or the Equipment to one or more third parties and shall be free of all defenses, set-offs or counterclaims of any kind which You may be entitled to assert against Us. Any such assignee will have Our rights under the Agreement but not the obligations. Any assignee of Us may reassign its interest in this Agreement and /or the Equipment to any other person who, thereupon, shall be deemed to be Our assignee.

17. UNIFORM COMMERCIAL CODE: You acknowledge that this Agreement secures a purchase money security interest in such Equipment as set forth and enforceable under the Uniform Commercial Code, and authorizes Us at Our option to (i) file one or more financing statements signed only by Us, or (ii) file a copy of this Agreement with the appropriate state and local authorities at any time as We shall deem necessary to fully protect the security interest herein granted to it by You and charge you a fee of \$35.00. You hereby authorize Us as secured party or its agent or assignee to sign and execute on its behalf any and all necessary UCC-1 forms to perfect the purchase money security interest herein granted to secured party. Any fee charged under this Agreement may include a profit.

18. NON-APPROPRIATION: You may terminate this Agreement at the end of any fiscal year if the following events shall have occurred:

- (a) In the event funds are not budgeted and appropriated in any fiscal year for Lease Payments due under this Agreement for the succeeding fiscal year, or for the acquisition of services, Equipment or functions, which in whole or in part are essentially the same as those being leased hereunder, this Agreement shall impose no obligation on You as to such succeeding fiscal year and shall become null and void except as to the Lease Payments herein agreed upon for which funds will have been appropriated and budgeted, and no right of action or damage shall accrue to Our benefit, Our successors and assigns, for any further payments;
- (b) If the provisions of Section (a) are utilized by You, You agree to immediately notify Us or Our assignee of this Agreement that funds are not budgeted and appropriated, and to peacefully surrender possession of the Equipment to Us or Our assignee.
- (c) You made all payments due during the fiscal period immediately preceding the fiscal period for which sufficient funds were not appropriated.
- (d) Any early termination due to non-appropriation must be at the end of Your then-current fiscal year.

19. CHOICE OF LAW; JURY TRIAL WAIVER: This Lease will be governed and construed in accordance with the laws of the state where You are located. To the extent permitted by law, You agree to waive Your rights to a trial by jury.



**Document & Network Technologies, Inc.**  
**2275 Cassens Ct. – Suite 112. - Fenton, MO 63026**  
**(314) 773-6000 - Fax: (314) 771-6344**

## Maintenance Agreement

**EQUIPMENT LOCATION:**

**CUSTOMER NUMBER:**

**CUSTOMER:** City of Columbia  
**ADDRESS:** Public Works  
**ADDRESS** 110 West Sand Bank Rd.  
**CITY:** Columbia  
**STATE:** IL      **Zip Code:** 62236

<b>KEY OPERATOR:</b>	Marion Chartrand
<b>PHONE NUMBER:</b>	618-281-4264
<b>FAX NUMBER:</b>	
<b>EMAIL ADDRESS:</b>	mchartrand @ columbiaillinois.com

## EQUIPMENT INFORMATION

## BLACK IMAGES

**Images Included Per Billing Period:** 0 **Billing Frequency:** Monthly **Base Rate:** 0.00 **Click or Overage Rate:** 0.00550  
**(Overage and Click Charges Billed in Arrears)**

## COLOR IMAGES

**Images Included Per Billing Period:** 0 **Billing Frequency:** Monthly **Base Rate:** 0.00 **Click or Overage Rate:** 0.06000  
**(Overage and Click Charges Billed in Arrears)**

**OVERFLOW COPYING/IMAGING**

WHILE THIS AGREEMENT IS IN FORCE, CUSTOMER HAS THE OPTION OF USING DNT IMAGING (COPY, PRINT AND SCAN) AT CORPORATE RATES (\$.025 PER BLACK IMAGE AND \$.18 PER COLOR IMAGE). PHONE OR FAX ORDERS TO 314-446-0901 OR 314-446-0927 OR BY VISITING OUR WEBSITE AT [WWW.DNTIMAGING.COM](http://WWW.DNTIMAGING.COM).

**CUSTOMER DECLINES A MAINTENANCE CONTRACT AGREEMENT.**

#### CUSTOMER INITIALS

THIS AGREEMENT COVERS ALL PARTS, LABOR, DRUMS AND TONER BUT DOES NOT INCLUDE NETWORK OR CONNECTIVITY COVERAGE. A SEPARATE FEE SCHEDULE, SITE SURVEY AND SCOPE OF WORK STATEMENT COVER THOSE APPLICATIONS.

**DNT REPRESENTATIVE**

DATE

**CUSTOMER SIGNATURE**

DATE

**PNT AUTHORIZED SIGNATURE**

DATE

TABLE II

This agreement is not valid unless signed by DNT Authorized personnel.

Additional Terms and Conditions of this agreement are on Page 2.

**DOCUMENT & NETWORK TECHNOLOGIES, INC.**  
**MAINTENANCE AGREEMENT**  
**TERMS AND CONDITIONS**

This Full Maintenance Agreement shall become effective upon its acceptance by Document & Network Technologies, Inc. on the date indicated on the face hereof.

1. Maintenance Agreement base rate charges are payable in advance. The payment due date for a coverage period is the first day of the coverage period specified on the face hereof. Anything herein contained to the contrary notwithstanding, DNT shall have no obligation to provide any of the services called for hereunder to customer unless customer is current in all payments made to DNT on all billings on any equipment provided by or serviced by DNT or its affiliates or subsidiaries, including but not limited to service, supply, maintenance and maintenance related billings and equipment lease billings.
2. DNT shall provide inspections as required, which may be made in conjunction with regular or emergency service calls. Inspections, as well as all service calls, shall be made during normal business hours.
3. During the terms of the Agreement, DNT will provide, without charge, parts which have been broken or worn through normal use and labor which is necessary for servicing and maintenance adjustments.
4. All service calls under this Agreement will be made by DNT during normal business hours on the equipment described on the face hereof. Maintenance rates for equipment located at or moved by the customer outside DNT's servicing area to a location beyond the table will be subject to negotiation between DNT and the customer.
5. This Agreement shall not apply to service or repairs made necessary by accident, misuse, abuse, neglect, theft, riot, vandalism, lightening, electrical power failure, fire, water or any other casualty, or to repairs made necessary as a result of either service by personnel other than DNT personnel or repeated use of supplies other than supplies meeting DNT published supply specifications for the equipment. Separate charges for repairs or replacements due to the foregoing shall be borne by the customer at DNT established rate for parts and labor from time to time in effect.
6. This Agreement covers only the equipment described on the face hereof or on any equipment schedule and does not include any accessories not listed thereon.
7. This Agreement may not be assigned by the customer, without approval from an officer of DNT.
8. This Agreement does not include applicable taxes. All taxes levied or imposed, now or hereafter, by any governmental authority shall be paid by the customer in accordance with law.
9. This Agreement (consisting of the face and reverse side of this page) supersedes any and all prior oral or written maintenance agreements between the parties, and constitutes the entire Agreement between the customer and DNT with respect to the service to be provided hereunder.
10. If, during the term of the Agreement or any subsequent terms, DNT is unable to obtain parts for the equipment covered under this Agreement, DNT may, at its sole discretion, terminate this Agreement and refund to the customer the prorated unused portion.
11. This Agreement shall remain in full force and effect for the coverage period noted on the face hereof. Customer's obligation to pay all charges which have accrued shall survive any termination of this Agreement. Pricing is for the first year only unless otherwise stated in this Agreement. Unless either party has given 30 (30) days prior written notice of its intention to terminate this Agreement at the expiration of the original or any renewal term, with all of its terms, covenants and conditions, including this paragraph, shall be deemed to have been automatically renewed for a term of twelve (12) months, except for the base rate charges, overage charges and click charges which will be set at DNT then established rates.
12. DNT is not responsible for any data loss scanned or transferred in any way into or out of any equipment placed by DNT.
13. Use of DNT Imaging at contracted rates of this Agreement are based on auto feed copy/print work.
14. Additional Terms and Conditions:

<u>Description</u>	<u>Customer Initials</u>
Maintenance to include staples	_____
_____	_____
_____	_____
_____	_____
_____	_____



**Schedule A - Equipment Listing**

**CUSTOMER SIGNATURE**

DATE