



Lease Supplement

EQUIPMENT FINANCE

APPLICATION NO.

MASTER AGREEMENT NO.

SUPPLEMENT NO.

CUSTOMER INFORMATION

FULL LEGAL NAME

STREET ADDRESS

Village of Romeoville

1050 W. Romeo Rd.

CITY

STATE

ZIP

PHONE

FAX

Romeoville

IL

60446 (815) 886-7200

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES

SERIAL NO.

Xerox C70

Xerox C8055H2

Xerox C8045H2

☐ See attached Schedule A

EQUIPMENT REMOVED FROM ABOVE-REFERENCED AGREEMENT AND/OR PREVIOUS SUPPLEMENT(S), AS APPLICABLE

MAKE/MODEL/ACCESSORIES

SERIAL NO.

TERM (Complete One Term Option)

Mos. Term applies to this Agreement (as defined below) only.

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Mos. The end of term of this Agreement shall coincide with the end of term date set forth in the above-referenced Master Agreement and/or previous supplement(s), as applicable.

PAYMENT (Note: The payment ("Payment") period is monthly unless otherwise indicated.)

Payment Amount\* \$ 1455.24 (amounts due under this Agreement only).

\*plus applicable taxes

LESSOR ACCEPTANCE

Print Name:

Signature:

Title:

Lessor: U.S. Bank Equipment Finance

Dated:

CUSTOMER ACCEPTANCE

The Master Agreement refers to the Lease Agreement between Customer and Lessor identified in Lessor's records by the Master Agreement No. referenced above. This Lease Supplement, together with the preprinted terms and conditions of the Master Agreement, constitutes an agreement between you and us with respect to the Equipment referenced herein, separate and distinct from the Master Agreement ("Agreement"). We agree to lease to you the Equipment described above on the terms set forth in this Agreement, together with the preprinted terms set forth in the Master Agreement. If any provision in this Agreement conflicts with a provision in the Master Agreement, the provision in this Agreement shall control. **BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THE MASTER AGREEMENT AND THIS AGREEMENT.** You acknowledge and agree that the Equipment has been delivered to you and you hereby accept such Equipment on an "AS-IS, WHERE-IS" basis for all purposes as of the date hereof. Upon you signing below, your promises herein will be non-cancelable, irrevocable and unconditional in all respects.

Print Name:

Signature: X

Title:

Customer (as referenced above): Village of Romeoville

Dated:





A Xerox Company

## ORDER AGREEMENT

BILL TO:		SHIP TO:	
Company Name		Company Name	
Village of Romeoville		Village of Romeoville	
Address		Address	
1050 W. Romeo Rd.		1050 W. Romeo Rd.	
City, State, Zip	Phone #	City, State, Zip	Phone #
Romeoville IL 60446	(815) 886-7200	Romeoville IL 60446	
Buyer's Name	Phone #	Phone #	
	(815) 886-7200	815-886-0279	
PO Number		Department/Location	

**DELIVERY CONTACT INFORMATION:**

<i>Name</i>	<i>Phone #</i>	<i>Email</i>
Dawn Caldwell	815-886-0279	dcaldwell@romeoville.org

[illegible]

**Notes:**

Implementation includes pickup and return of (3) existing leased devices and complete installation of (3) new leased devices.

SUBTOTAL	Per Lease
TAX	
IMPLEMENTATION FEE	WAIVED
<b>TOTAL</b>	<b>\$0.00</b>

## ACCEPTANCE

Customer Signature, Title X	MWOS Representative
Date X	Date

All orders are subject to approval of MWOS, Inc. This is a faxable document.

Sales tax will be payable on any order that is subject to sales tax under Illinois state law. This is a non-cancelable agreement.

Customer acknowledges receipt of the terms of this agreement which consists of 2 pages, including this face page.

**Bradley**  
148 N. Kinzie Ave.  
Bradley, IL 60915  
Ph: 815-933-3358  
Fax: 815-933-1117

**Channahon**  
23157 Thomas Dillon Dr.  
Channahon, IL 60410  
Ph: 815-741-4200  
Fax: 815-741-5151

**Tinley Park**  
18630 S. 81st Ave.  
Tinley Park, IL 60487  
Ph: 708-614-1234  
Fax: 708-614-2300

Martin Whalen Office Solutions  
Purchase Order Terms and Conditions

1. **Definitions.** The first page of this Purchase Order is called the Cover Page. The Cover Page and the Terms and Conditions page, along with a listing of additional goods on Schedule A (if attached), represent the agreement (the "Agreement") between Martin Whalen Office Solutions (the "Company") and the Customer, as defined on the Cover Page ("Customer"), with respect to the purchase of those certain goods identified on the Cover Page and Schedule A, if attached (the "Goods" or "Equipment").
2. **Scope.** This Agreement may be executed for:
  - a) A **SALE** of the Goods. If a SALE, subject to any special terms indicated on the Cover Page or Schedule A, the Company hereby offers to sell and Customer hereby accepts to purchase those Goods in the quantity and for the price indicated on the Cover Page (and/or Schedule A). Payment terms are Cash on Delivery ("COD"). Alternatively, if Customer has a verifiable credit account in good standing with Company, Customer may elect to be invoiced for the Goods. In any circumstance, Customer will pay invoices within 30 days after the invoice date. A late charge will be assessed against Customer on invoice balances 10 days or more overdue at the rate of 1.5 percent per month, but not in excess of the lawful maximum. The Customer is responsible for paying for all collection fees, attorneys' fees and court costs incurred by the Company in enforcing the terms of this Section 2(a).
  - b) A **LEASE** of the Goods. If a LEASE, Customer will execute a separate leasing agreement which will fund the purchase of those Goods in the quantity indicated on the Cover Page for the benefit of Customer. Upon execution of leasing documents, the Customer shall be responsible to leasing company to satisfy the terms and conditions of the leasing documents. If, however, a LEASE cannot be so executed within 15 days of Customer's execution of this Agreement, Customer must immediately return the Goods to Company in Like New condition.
  - c) A **RENTAL** of the Goods. If a RENTAL, Customer will execute a separate rental agreement with the Company. Customer shall be responsible for satisfying the terms and conditions of the rental agreement.
3. **Acceptance and Non-Cancellation.** This Purchase Order and Agreement shall become binding upon the Customer's execution of this Agreement and may not be cancelled or altered thereafter without the Company's written consent.
4. **Delivery and Installation.** Unless specified otherwise on the Cover Page, the Company shall deliver and install the Goods at the location specified by Customer on the Cover Page unless: (1) Customer has not made available at that address a suitable place of installation as specified by the Company; (2) Customer has not made available suitable electrical service in accordance with the Underwriter's Lab ("UL") requirements; (3) the Goods are to be delivered to a location outside of the Company's service area. All risk of loss will transfer to the Customer upon delivery.
5. **Taxes.** Customer shall pay all federal, state, and local sales, use, property, excise, or other taxes imposed on or with respect to the purchase price of the Goods.
6. **Force Majeure.** The Company shall not be determined to be in default of any provision herein or be liable for any delay, failure in performance or interruption of services resulting from acts of God, civil or military catastrophe, strikes, embargoes, transportation delays, inability to obtain materials from suppliers, product deficiencies, or any other situation beyond the reasonable control of the Company.
7. **Default.** Customer will be in default of this Agreement if Company does not receive payment within 10 days after the date payment is due or Customer breaches any other obligation under this Agreement. Customer will pay all reasonable costs, including attorneys' fees, incurred by the Company to enforce this Agreement and/or any disputes arising with regard to the Goods. In addition to any remedies under the law, if Customer breaches this Agreement and fails to cure said breach within 20 days after receipt of notice from the Company, the Company may terminate this Agreement.
8. **Indemnification.** (a) Customer is responsible for any losses, damages, penalties, claims, suits, and actions (collectively "Claims") whether based on a theory of contract, tort, strict liability, or otherwise caused by or related to or in any manner arising out of the use, ownership, possession, or funding or financing, of the Goods (including but not limited to the negligence of Customer, Customer's employees or agents, or any third party), and, (b) Customer is responsible for any and all costs and attorneys' fees incurred by the Company relating to any such claim. Customer will reimburse and, if requested, defend the Company at Customer's own cost and expense, against any Claims. Customer's obligations under this Section 10 shall survive termination of this Agreement.
9. **WARRANTIES AND LIMITATION OF LIABILITY ON WORK PERFORMED.** THERE ARE NO WARRANTIES, WHETHER EXPRESSED, IMPLIED, OR STATUTORY, ON ANY GOODS PROVIDED BY COMPANY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO OBLIGATION OR LIABILITY SHALL GROW OUT OF THE COMPANY RENDERING TECHNICAL OR OTHER ADVICE IN CONJUNCTION WITH GOODS PROVIDED UNDER THIS AGREEMENT.
10. **Limitation of Liability.** The Company's total liability to Customer for any claim, whether based in contract, tort, common law, or statute, arising out of, connected with, or resulting from the furnishing or failure to furnish any Goods under this Agreement (and the associated delivery and installation of said goods) shall not exceed the cost paid by the Customer for the Goods which give rise to the claim. In no event shall the Company be liable for any incidental, consequential, or special damages incurred by Customer or any third party, including without limitation any loss of use, loss of anticipated profits, costs or downtime, or for substitute equipment, and any claims of Customer's clientele for service interruptions or failure to supply.
11. **Limited License to Use Software.** The Company grants Customer a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation provided with the Equipment ("Base Software") with which it was delivered; and (b) software and accompanying documentation identified on the Cover Page as "Application Software" only on any single unit of Equipment for as long as Customer is current in the payment, including any applicable software license fees (if any). Third Party Software may also be obtained under this Agreement and may be subject to a separate End User License Agreement. "Base Software," "Application Software," and "Third Party Software" are referred to collectively as "Software". Customer has no other rights and may not (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Software; (2) activate Software delivered with the Equipment in an inactivated state; or (3) allow others to engage in same. Title to, and all intellectual property rights in, Software will reside solely with Company and/or its licensors (who will be considered third-party beneficiaries of this subsection). The Base Software license will terminate: (i) if Customer no longer uses or possesses the Equipment; (ii) Customer is a lessor of the Equipment and its first lessee no longer uses or possesses it; or (iii) upon the expiration of any installment payments under which Customer has rented or leased the Equipment (unless Customer has exercised an option to purchase the Equipment). Neither Company nor its licensors warrant that Software will be free from errors or that its operation will be uninterrupted.
12. **Governing Law.** This Agreement shall be governed by the laws of the state of Illinois without regard to the conflict of laws or principles of such states.
13. **Errors.** The Company reserves the right at its sole discretion to correct clerical and typographical errors in this Agreement.
14. **Severability.** The invalidity in whole or in part of any provision of this Agreement shall not affect the validity of any other provision.
15. **Modifications.** No modification, amendment, or other change shall be binding on the parties unless agreed to in writing by each party's authorized representative.
16. **Waiver.** The waiver of any breach of any of the terms and conditions set forth herein shall not be construed as a waiver of any other breach. The failure of either party to exercise any right arising from any default of the other party hereunder shall not be deemed to be a waiver of such right.
17. **Relationship.** The relationship of the parties established under this Agreement is that of independent contractor and neither party is a partner, employee, agent or joint venturer of or with the other.
18. **Assignment.** Any assignment of this Agreement by Customer without the prior written consent of the Company shall be void and unenforceable.

THE CUSTOMER ACKNOWLEDGES THAT S/HE HAS READ THIS AGREEMENT, UNDERSTANDS IT, HAS THE AUTHORITY TO ENTER INTO THIS AGREEMENT AND BIND THE CUSTOMER TO SAME, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. this Agreement supersedes any prior proposals, quotations, or communications, written or oral, regarding the purchase of the Goods from the Company. The Customer further understands the Company is not a party to any leasing documents executed between Customer and the leasing company, and this Agreement is not intended to supersede any leasing documents, or other contracts or agreements which Customer may execute with the Company.

Initial \_\_\_\_\_  
Date \_\_\_\_\_





## CONTRACT ADDENDUM

A Xerox Company

18630 s. 81st AVENUE TINLEY PARK IL 60487 -- PHONE: 708-614-1234 -- FAX: 708-614-2300

### BILL TO INFORMATION

NAME			ADDRESS		
Village of Romeoville			1050 W. Romeo Rd.		
CITY	ST	ZIP	PHONE NUMBER	FAX NUMBER	E-MAIL ADDRESS
Romeoville	IL	60446	(815) 886-7200		dcaldwell@romeoville.org

### SHIP TO INFORMATION

NAME			ADDRESS		
Village of Romeoville			1050 W. Romeo Rd.		
CITY	ST	ZIP	PHONE NUMBER	FAX NUMBER	E-MAIL ADDRESS
Romeoville	IL	60446	815-886-0279		dcaldwell@romeoville.org

### METER INFORMATION

Contact (meter):		Phone:		Fax:	
Location/Dept.:		E-Mail:			
PO#		Preferred Method of Meter Collection:	MW360		
Start Date:		Start Meter(s)	B/W	Color	

### EQUIPMENT DESCRIPTION

UNIT QTY.	DESCRIPTION	ITEM #	SERIAL #	SYSTEM #
-1	Xerox 560			77339
-1	Xerox WC7835			77492
-1	Xerox WC7835			77493
-1	Xerox 560			74069
-1	Xerox WC7970			82701
-1	Xerox WC7225			77422
-1	Xerox WC5335			77414
-1	Xerox 560			77338
-1	Xerox WC7835			77494
-1	Xerox WC7845			82746
-1	Xerox WC7835			82689
1	Xerox C70			
1	Xerox AltaLink C8055H2			
1	Xerox AltaLink C8045H2			

### NOTES

Adjust contract #15869 to base billing of \$1,291.67/Month. Change B&W page allotment to include 600,000 pages per year, with overage charged @ \$.0075 per page. Change color page allotment to include 200,000 pages per year, with overage charged @ \$.055 per page. No change to existing maturity date or contract length. Contract includes everything except paper and staples. Pricing and rates fixed through end of term in 2022.

Customer Signature

Date

MWOS Signature

Date





EQUIPMENT FINANCE

AGREEMENT NO.

## STATE AND LOCAL GOVERNMENT ADDENDUM

Addendum to Agreement # \_\_\_\_\_, dated \_\_\_\_\_, between Village of Romeoville  
\_\_\_\_\_, as Customer and **U.S. Bank Equipment Finance**, as Lessor.

The parties wish to amend the above-referenced Agreement as set forth below:

**REPRESENTATIONS AND WARRANTIES OF CUSTOMER:** You hereby represent and warrant to us that: (a) you have been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution of your governing body to execute and deliver the Agreement and to carry out its obligations hereunder; (b) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of the Agreement; (c) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (d) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use; and your need for the Equipment is not expected to diminish during the term of the Agreement; (e) you have funds available to pay contracted Payments until the end of your current appropriation period, and you intend to request funds to make contracted Payments in each appropriation period, from now until the end of the term of this Agreement; and (f) your exact legal name is as set forth on page one of the Agreement.

**NON-APPROPRIATION:** If either sufficient funds are not appropriated to make contracted Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed, this Agreement shall terminate and you shall not be obligated to make contracted Payments under the Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which contracted Payments have been appropriated, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of contracted Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after your failure to appropriate funds sufficient for the payment of the contracted Payments or (to the extent required by applicable law) this Agreement is not renewed, but failure to provide such notice shall not operate to extend the Agreement term or result in any liability to you.

**TITLE TO THE EQUIPMENT:** If the selected purchase option for this Agreement is \$1.00 or \$101.00, unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement.

The parties wish to amend the above-referenced Agreement by restating the following language:

Any provision in the Agreement stating that the Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "This Agreement will renew for month-to-month terms unless you purchase or return the Equipment (according to the conditions herein) or send us written notice at least 30 days (before the end of any term) that you do not want it renewed."

Any provision in the Agreement stating that we may assign this Agreement is hereby amended and restated as follows: "We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent."

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement, and you authorize us to file a UCC-1 financing statement."

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "You shall not be required to indemnify or hold us harmless against liabilities arising from the Agreement. However, as between you and us, and to the extent permitted by law and legally available funds, you shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of the Agreement to us or that arise directly from our gross negligence or willful misconduct."

Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement is hereby amended and restated as follows: "You will be in default if: (a) you do not pay any Payment or other sum due to us under the Agreement when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement, (b) you make or have made any false statement or misrepresentation to us, (c) you dissolve, terminate your existence or file bankruptcy, or (d) there has been a material adverse change in your financial, business or operating condition."

Any provision in the Agreement stating that you shall pay our attorneys' fees is hereby amended and restated as follows: "In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay, to the extent permitted by law and to extent of legally available funds, our reasonable attorneys' 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 agency fee."

Any provision in the Agreement requiring you to pay amounts due under the Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew the Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

Any provision in the Agreement stating that the Agreement is governed by a particular state's laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "This Agreement will be governed by and construed in accordance with the laws of the state where you are located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum."

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Lessor to make such changes. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer.

**U.S. Bank Equipment Finance**

**Village of Romeoville**

\_\_\_\_\_  
Lessor

\_\_\_\_\_  
Customer

\_\_\_\_\_  
Signature

**X**  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title Date

\_\_\_\_\_  
Title Date

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.