

# Lease Agreement



Supplier Name & Address:			
Owner: <b>XEROX FINANCIAL SERVICES LLC - 201 Merritt 7, Norwalk, CT 06851</b>			Agreement Number:
<b>CUSTOMER INFORMATION</b>			
Full Legal Name: Village of Romeoville			Phone: (815) 886-7200
Billing Address: 1050 W Romeo Road			Contact Name:
City: Romeoville	State: IL	Zip Code: 60446	Contact Email:
<b>EQUIPMENT</b>			
Quantity	Model and Description	Quantity	Model and Description
2	Xerox PrimeLink C9070	1	Xerox VersaLink B7135H2
1	Xerox AltaLink C8170H2		
3	Xerox AltaLink C8145H2		
Equipment Location (if different from Billing Address):			
<b>TERM</b>	<b>LEASE PAYMENT - (Monthly frequency unless otherwise noted)</b>	<b>PURCHASE OPTION - ('FMV' unless otherwise noted)</b>	
Initial Term: 60 (in months)	Lease Payment (plus applicable taxes): <b>\$2,195.75</b> Frequency: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually	<input checked="" type="checkbox"/> Fair Market Value Purchase Option ("FMV") <input type="checkbox"/> \$1 Purchase Option	
<b>CUSTOMER ACCEPTANCE</b>			
<b>BY YOUR SIGNATURE BELOW, YOU ACKNOWLEDGE THAT YOU ARE ENTERING INTO A NON-CANCELLABLE AGREEMENT AND THAT YOU HAVE READ AND AGREED TO ALL APPLICABLE TERMS AND CONDITIONS SET FORTH ON PAGES 1 AND 2 HEREOF.</b>			
Authorized Signer X:		Date:	Federal Tax ID # (Required):
Print Name:		Title:	
<b>OWNER ACCEPTANCE</b>			
Accepted By: Xerox Financial Services LLC		Name and Title:	Date:
<b>TERMS &amp; CONDITIONS</b>			

**1. Definitions.** The words "you" and "your" mean the legal entity identified in "Customer Information" above, and "XFS," "we," "us," "Owner" and "our" mean Xerox Financial Services LLC. "Party" means you or XFS, and "Parties" means both you and XFS. "Supplier" means the entity identified as "Supplier" above. "Acceptance Date" means the date you irrevocably determine Equipment has been delivered, installed and operating satisfactorily. "Agreement" means this Lease Agreement, including any attached Equipment schedule. "Commencement Date" will be a date after the Acceptance Date, as set forth in our first invoice, for the purpose of facilitating an orderly transition and to provide a uniform billing cycle. "Discount Rate" means 3% per annum. "Equipment" means the items identified in "Equipment" above and in any attached Equipment schedule, plus any Software (as defined in Section 3 hereof), attachments, accessories, replacements, replacement parts, substitutions, additions and repairs thereto. "Interim Period" means the period, if any, between the Acceptance Date and the Commencement Date. "Interim Payment" means one thirtieth of the Lease Payment multiplied by the number of days in the Interim Period. "Payment" means the Lease Payment specified above, Taxes and other charges you, Supplier and XFS agree will be invoiced by XFS. "Maintenance Agreement" means a separate agreement between you and Supplier for maintenance and support purposes. "Origination Fee" means a one-time fee of \$125 billed on your first invoice, which you agree to pay, covering origination, documentation, processing and other initial costs. "Term" means the Interim Period, if any, together with the Initial Term plus any subsequent renewal or extension terms. "UCC" means the Uniform Commercial Code of the State(s) where XFS must file UCC-1 financing statements to perfect its security interest in the Equipment.

**2. Agreement, Payments and Late Payments.** You agree and represent that the Equipment was selected, configured and negotiated by you based on your judgment and supplied by Supplier. At your request, XFS will acquire same from Supplier to lease to you hereunder and you agree to lease same from XFS. The Initial Term commences on the Commencement Date. You agree to pay XFS the first Payment plus any applicable Interim Payment no later than 30 days after the Commencement Date; each subsequent Payment shall be payable on the same date of each month thereafter. You agree to pay us all sums due under each invoice via check, Automated Clearing House debit, Electronic Funds Transfer or direct debit from your bank account by the due date. **If any Payment is not paid in full within 5 days after its due date, you will pay a late charge of the greater of 10% of the amount due or \$25, not to exceed the maximum amount permitted by law.** For each dishonored or returned Payment, you will be assessed the applicable fee, not to exceed \$35. Restrictive covenants on any method of payment will be ineffective.

**3. Equipment and Software.** To the extent that Equipment includes intangible property or associated services such as software licenses, such intangible property shall be referred to as "Software." You acknowledge and agree that XFS is not the licensor of such Software, and therefore has no right, title or interest in it, and you will comply throughout the Term with any license and/or other agreement ("Software License") with the supplier of the Software ("Software Supplier"). You are responsible for determining with the Supplier whether any Software Licenses are required, and entering into them with Software Supplier(s) no later than 30 days after the Acceptance Date. **YOU AGREE THE EQUIPMENT IS FOR YOUR LAWFUL BUSINESS USE IN THE UNITED STATES, WILL NOT BE USED FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES, AND IS NOT BEING ACQUIRED FOR RESALE.** You will not attach the Equipment as a fixture to real estate or make any permanent alterations to it.

**4. Non-Cancellable Agreement.** **THIS AGREEMENT CANNOT BE CANCELLED OR TERMINATED BY YOU PRIOR TO THE END OF THE INITIAL TERM. YOUR OBLIGATION TO MAKE ALL PAYMENTS IS ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO DELAY, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM OR RECOUPMENT FOR ANY REASON WHATSOEVER, IRRESPECTIVE OF THE PERFORMANCE OF THE EQUIPMENT, SUPPLIER, ANY THIRD PARTY OR XFS.** Any pursued claim by you against XFS for alleged breach of our obligations hereunder shall be asserted solely in a separate action; provided, however, that your obligations hereunder shall continue unabated.

**5. End of Agreement Options.** If a \$1 Purchase Option is designated, you will be deemed to have exercised your option to purchase the Equipment as of the Acceptance Date. If an FMV purchase option is designated, if you are not in default and if you provide no greater than 150 days and no less than 60 days' prior written notice to XFS, you may, at the end of the Initial Term or any renewal term ("End Date"), either (a) purchase all, but not less than all, of the Equipment by paying its fair market value, as determined by XFS in its sole but reasonable discretion ("Determined FMV"), plus Taxes, or (b) return the Equipment within 30 days of the End Date, at your expense, fully insured, to a continental US location XFS shall specify. You cannot return Equipment more than 30 days prior to the End Date without our consent. If we consent, we may charge you, in addition to all undiscounted amounts due hereunder, an early termination fee. If you have not elected one of the above options, this Agreement shall renew for successive 3-month terms. Either party may terminate the Agreement as of the end of any 3-month renewal term on 30 days' prior written notice and by taking one of the actions identified in (a) or (b) in the preceding sentence of this section. Any FMV purchase option shall be exercised with respect to each item of Equipment on the day immediately following the date of expiration of the Term of such item, and by the delivery at such time by you to XFS of payment, in form acceptable to XFS, of the amount of the applicable purchase price. Upon payment of the applicable amount, XFS shall transfer our interest in the Equipment to you on an "AS IS, WHERE IS," "WITH ALL FAULTS" basis, without representation or warranty of any kind.

**6. Equipment Delivery and Maintenance.** You should arrange with Supplier to have the Equipment delivered to you at the location(s) specified herein, and you agree to execute a Delivery & Acceptance Certificate at XFS's request (and confirm same via telephone and/or electronically) confirming when you have received, inspected and irrevocably accepted the Equipment, and authorize XFS to fund the Supplier for the Equipment. If you fail to accept the Equipment, you shall no longer have any obligations hereunder; however, you remain liable for any Equipment purchase order or other contract issued on your behalf directly with Supplier. Equipment may not be moved to another physical address without XFS's prior written consent, which shall not be unreasonably withheld or delayed. You agree that you will not take the Equipment out of service during the Term. You shall permit XFS or its agent to inspect Equipment and any maintenance records relating thereto during your normal business hours upon reasonable notice. You represent you have entered into a Maintenance Agreement to maintain the Equipment in good working order in accordance with the manufacturer's maintenance guidelines and to provide you with Equipment supplies. **You acknowledge that XFS is acting solely as an administrator for Supplier with respect to the billing and collecting of the charges under any Maintenance Agreement.** XFS IS NOT LIABLE FOR ANY BREACH BY SUPPLIER OF ANY OF ITS OBLIGATIONS TO YOU, NOR WILL ANY OF YOUR OBLIGATIONS HEREUNDER BE MODIFIED, RELEASED OR EXCUSED BY ANY ALLEGED BREACH BY SUPPLIER.

**7. Equipment Ownership, Labeling and UCC Filing.** If and to the extent a court deems this Agreement to be a security agreement under the UCC, and otherwise for precautionary purposes only, you grant XFS a first priority security interest in your interest in the Equipment as defined above in order to secure your performance hereunder. Unless a \$1 Purchase Option is applicable, XFS is and shall remain the sole owner of the Equipment, except the Software. You authorize XFS to file a UCC financing statement to show, and to do all other acts to protect, our interest in the Equipment. You agree to pay any filing fees and administrative costs for the filing of such financing statements. You agree to keep the Equipment free from any liens or encumbrances and to promptly notify XFS if there is any change in your organization such that a refiling or amendment to XFS's financing statement against you becomes necessary.

**8. Equipment Return.** If the Equipment is returned to XFS, it shall be in the same condition as when delivered to you, except for "ordinary wear and tear" and, if not in such condition, you will be liable for all expenses XFS incurs to return the Equipment to such condition. **IT IS SOLELY YOUR RESPONSIBILITY TO SECURE ANY SENSITIVE DATA AND PERMANENTLY DELETE SUCH DATA FROM THE INTERNAL MEDIA STORAGE PRIOR TO RETURNING THE EQUIPMENT TO XFS. YOU SHALL HOLD XFS HARMLESS FROM YOUR FAILURE TO SECURE AND PERMANENTLY DELETE ALL SUCH CUSTOMER DATA AS OUTLINED IN THIS SECTION.**

**9. Assignment.** YOU MAY NOT ASSIGN, SELL, PLEDGE, TRANSFER, SUBLEASE OR PART WITH POSSESSION OF THE EQUIPMENT, THIS AGREEMENT OR ANY OF YOUR RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT (COLLECTIVELY "ASSIGNMENT") WITHOUT XFS'S PRIOR WRITTEN CONSENT, WHICH SHALL NOT BE UNREASONABLY WITHHELD, BUT SUBJECT TO THE SOLE EXERCISE OF XFS'S REASONABLE CREDIT DISCRETION AND EXECUTION OF ANY NECESSARY ASSIGNMENT DOCUMENTATION. If XFS agrees to an Assignment, you agree to pay the applicable assignment fee and reimburse XFS for any costs we incur in connection with that Assignment, which in the aggregate shall not exceed \$250. XFS may sell, assign or transfer all or any part of the Equipment, this Agreement and/or any of our rights (but none of our obligations except for invoicing and tax administration) hereunder. XFS's assignee will have the same rights that we have to the extent assigned. YOU AGREE NOT TO ASSERT AGAINST SUCH ASSIGNEE ANY CLAIMS, DEFENSES, COUNTERCLAIMS, RECOUPMENTS, OR SET-OFFS THAT YOU MAY HAVE AGAINST XFS, and you agree to remit Payments to such Assignee if so designated. XFS agrees and acknowledges that any Assignment by us will not materially change your obligations hereunder.

**10. Taxes.** You will be responsible for, indemnify and hold XFS harmless from, all applicable taxes, fees or charges (including sales, use, personal property and transfer taxes (other than net income taxes), plus interest and penalties) assessed by any governmental entity on you, the Equipment, this Agreement, or the amounts payable hereunder (collectively, "Taxes"), which will be included in XFS's invoices to you unless you timely provide continuing proof of your tax exempt status. Regardless of your tax-exempt status, XFS reserves the right to pass through, and you agree to pay, any such Taxes that are actually assessed by the applicable State on XFS as lessor of the Equipment. For jurisdictions where certain taxes are calculated and paid at the time of agreement initiation, you authorize XFS to finance and adjust your Payment to include such Taxes over the Term. Unless and until XFS notifies you in writing to the contrary, the following shall apply to personal property taxes and returns. If an FMV purchase option is applicable, XFS will file all personal property tax returns covering the Equipment, pay the personal property taxes levied or assessed thereon, and collect from your account all personal property taxes on the Equipment. If a \$1 purchase option is applicable, you will file all personal property tax returns covering the Equipment, pay the personal property taxes levied or assessed thereon, and provide us proof thereof upon our request. **XFS MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE TAX OR ACCOUNTING TREATMENT OF THIS AGREEMENT.**

**11. Equipment Warranty Information and Disclaimers.** **XFS HAS NO INVOLVEMENT IN THE DESIGN, MANUFACTURE, SALE, DELIVERY, INSTALLATION, USE OR MAINTENANCE OF THE EQUIPMENT. THEREFORE, XFS DISCLAIMS, AND YOU WAIVE SOLELY AGAINST XFS, ALL EQUIPMENT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE, AND XFS MAKES NO REPRESENTATIONS WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE EQUIPMENT'S SUITABILITY, FUNCTIONALITY, DURABILITY OR CONDITION.** Since you have selected the Equipment and Supplier, you acknowledge that you are aware of the name of the manufacturer of each item of Equipment, Supplier's contact information, and agree that you will contact manufacturer and/or Supplier for a description of any warranty rights you may have under the Equipment supply contract, sales order, or otherwise. Provided you are not in default hereunder, XFS hereby assigns to you any Equipment warranty rights we may have against Supplier or manufacturer. If the Equipment is returned to XFS or you are in default, such rights are deemed reassigned by you to XFS. **IF THE EQUIPMENT IS NOT PROPERLY INSTALLED, DOES NOT OPERATE AS WARRANTED, BECOMES OBSOLETE, OR IS UNSATISFACTORY FOR ANY REASON WHATSOEVER, YOU SHALL MAKE ALL RELATED CLAIMS SOLELY AGAINST MANUFACTURER OR SUPPLIER AND NOT AGAINST XFS, AND YOU SHALL NEVERTHELESS CONTINUE TO PAY ALL PAYMENTS AND OTHER SUMS PAYABLE UNDER THIS AGREEMENT.**

**12. Liability and Indemnification.** XFS IS NOT RESPONSIBLE FOR ANY LOSSES, DAMAGES, EXPENSES OR INJURIES OF ANY KIND OR TYPE, INCLUDING, BUT NOT LIMITED TO, ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (COLLECTIVELY, "CLAIMS") TO YOU OR ANY THIRD PARTY CAUSED BY THE EQUIPMENT OR ITS USE. You assume the risk of liability for, and hereby agree to indemnify and hold safe and harmless, and covenant to defend, XFS, its employees, officers and agents from and against: (a) any and all Claims (including legal expenses of every kind and nature) arising out of the acceptance or rejection, ownership, leasing, possession, operation, use, return or other disposition of the Equipment; and (b) any and all loss or damage of or to the Equipment. Neither sentence in this Section shall apply to Claims arising directly and proximately from XFS's gross negligence or willful misconduct.

**13. Default and Remedies.** You will be in default hereunder if XFS does not receive any Payment within 10 days after its due date, or you breach any other material obligation hereunder or any other agreement with XFS. If you default, and such default continues for 10 days after XFS provides notice to you, XFS may, in addition to other remedies (including disabling or repossessing the Equipment and/or requesting Supplier to cease performing under the Maintenance Agreement), immediately require you to do one or more of the following: (a) as liquidated damages for loss of bargain and not as a penalty, pay the sum of (i) all amounts then past due, plus interest from the due date until paid at the rate of 1.5% per month; (ii) the Payments remaining in the Term (including the fixed maintenance component thereof, if permitted under the Maintenance Agreement), discounted at the Discount Rate to the date of default, (iii) the Equipment's booked residual, and (iv) Taxes; and (b) require you to return the Equipment as provided in Sections 5 and 8 hereof. You agree to pay all reasonable costs, including attorneys' fees and disbursements, incurred by XFS to enforce this Agreement.

**14. Risk of Loss and Insurance.** You assume and agree to bear the entire risk of loss, theft, destruction or other impairment of the Equipment upon delivery. You, at your own expense, (i) shall keep Equipment insured against loss or damage at a minimum of full replacement value thereof, and (ii) shall carry liability insurance against bodily injury, including death, and against property damage in the amount of at least \$2 million (collectively, "Required Insurance"). All such Equipment loss/damage insurance shall be with lender's loss payable to "XFS, its successors and/or assigns, as their interests may appear," and shall be with companies reasonably acceptable to XFS. XFS shall be named as an additional insured on all liability insurance policies. The Required Insurance shall provide for 30 days' prior notice to XFS of cancellation.

YOU MUST PROVIDE XFS OR OUR DESIGNEES WITH SATISFACTORY WRITTEN EVIDENCE OF REQUIRED INSURANCE WITHIN 30 DAYS OF THE ACCEPTANCE DATE AND ANY SUBSEQUENT WRITTEN REQUEST BY XFS OR OUR DESIGNEES. **IF YOU DO NOT DO SO, THEN IN LIEU OF OTHER REMEDIES FOR DEFAULT, XFS IN OUR DISCRETION AND AT OUR SOLE OPTION MAY (BUT IS NOT REQUIRED TO) OBTAIN INSURANCE FROM AN INSURER OF XFS'S CHOOSING, WHICH MAY BE AN XFS AFFILIATE, IN SUCH FORMS AND AMOUNTS AS XFS DEEMS REASONABLE TO PROTECT XFS'S INTERESTS (COLLECTIVELY "EQUIPMENT INSURANCE"). EQUIPMENT INSURANCE WILL COVER THE EQUIPMENT AND XFS; IT WILL NOT NAME YOU AS AN INSURED AND MAY NOT COVER ALL OF YOUR INTEREST IN THE EQUIPMENT AND WILL BE SUBJECT TO CANCELLATION AT ANY TIME. YOU AGREE TO PAY XFS PERIODIC CHARGES FOR EQUIPMENT INSURANCE (COLLECTIVELY "INSURANCE CHARGES") THAT INCLUDE: AN INSURANCE PREMIUM THAT MAY BE HIGHER THAN IF YOU MAINTAINED THE REQUIRED INSURANCE SEPARATELY; A FINANCE CHARGE OF UP TO 1.5% PER MONTH ON ANY ADVANCES MADE BY XFS OR OUR AGENTS; AND COMMISSIONS, BILLING AND PROCESSING FEES; ANY OR ALL OF WHICH MAY GENERATE A PROFIT TO XFS OR OUR AGENTS. XFS MAY ADD INSURANCE CHARGES TO EACH PAYMENT. XFS shall discontinue billing or debiting Insurance Charges for Equipment Insurance upon receipt and review of satisfactory evidence of Required Insurance.**

You must promptly notify XFS of any loss or damage to Equipment which makes any item of Equipment unfit for continued or repairable use. You hereby irrevocably appoint XFS as your attorney-in-fact to execute and endorse all checks or drafts in your name to collect under any such Required Insurance. Insurance proceeds from Required Insurance or Equipment Insurance received shall be applied, at XFS's option, to (x) restore the Equipment so that it is in the same condition as when delivered to you (normal wear and tear excepted), or (y) if the Equipment is not restorable, to replace it with like-kind condition Equipment from the same manufacturer, or (z) pay to XFS the greater of (i) the total unpaid Payments for the entire Term hereof (discounted to present value at the Discount Rate) plus, if an FMV purchase option is designated on the first page hereof, XFS's residual interest in such Equipment (herein agreed to be 20% of the Equipment's original cost to XFS) plus any other amounts due to XFS hereunder, or (ii) the Determined FMV immediately prior to the loss or damage. **NO LOSS OR DAMAGE TO EQUIPMENT, OR XFS'S RECEIPT AND APPLICATION OF INSURANCE PROCEEDS, SHALL RELIEVE YOU OF ANY OF YOUR REMAINING OBLIGATIONS UNDER THIS AGREEMENT.** Notwithstanding procurement of Equipment Insurance or Required Insurance, you remain primarily liable for performance under this Section in the event the applicable insurance carrier fails or refuses to pay any claim. **YOU AGREE (I) AT XFS'S SOLE ELECTION TO ARBITRATE ANY DISPUTE WITH XFS, OUR AGENTS OR ASSIGNS REGARDING THE EQUIPMENT INSURANCE UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION IN FAIRFIELD COUNTY, CT, (II) THAT IF XFS MAKES THE FOREGOING ELECTION ARBITRATION (NOT A COURT) SHALL BE THE EXCLUSIVE REMEDY FOR SUCH DISPUTES; AND (III) THAT CLASS ARBITRATION IS NOT PERMITTED. This arbitration option does not apply to any other provision of this Agreement.**

**15. Finance Lease and Customer Waivers.** The parties agree this Agreement shall be construed as a "finance lease" under UCC Article 2A. Customer waives its rights as a lessee under UCC 2A sections 508-522.

**16. Authorization of Signer and Credit Review.** You represent that you may lawfully enter into, and perform, this Agreement, that the individual signing this Agreement on your behalf has all necessary authority to do so, and that all financial information you provide accurately represents your financial condition. You agree to furnish financial information that XFS may request now, including your Federal Tax ID, and you authorize XFS to obtain credit reports on you in the future should you default or fail to make prompt payments hereunder.

**17. Original and Sole Controlling Document. No Modifications Unless in Writing.** This Agreement constitutes the entire agreement between the Parties as to the subjects addressed herein, and representations or statements not included herein are not part of this Agreement and are not binding on the Parties. You agree that an executed copy of this Agreement that is signed by your authorized representative and by XFS's authorized representative (an original manual signature or such signature reproduced by means of a reliable electronic form, such as electronic transmission of a facsimile or electronic signature) shall be marked "original" by XFS and shall constitute the only original document for all purposes. To the extent this Agreement constitutes UCC chattel paper, no security interest in this Agreement may be created except by the possession or transfer of the copy marked "original" by XFS. IF A PURCHASE ORDER OR OTHER DOCUMENT IS ISSUED BY YOU, NONE OF ITS TERMS AND CONDITIONS SHALL BE BINDING ON XFS, AS THE TERMS AND CONDITIONS OF THIS AGREEMENT EXCLUSIVELY GOVERN THE TRANSACTION DOCUMENTED HEREIN. **SUPPLIER AND ITS REPRESENTATIVES ARE NOT OUR AGENTS AND ARE NOT AUTHORIZED TO MODIFY OR NEGOTIATE THE TERMS OF THIS AGREEMENT. THIS AGREEMENT MAY NOT BE AMENDED OR SUPPLEMENTED EXCEPT IN A WRITTEN AGREEMENT SIGNED BY AUTHORIZED REPRESENTATIVES OF THE PARTIES AND NO PROVISIONS CAN BE WAIVED EXCEPT IN A WRITING SIGNED BY XFS.** You authorize XFS to insert or correct missing information on this Agreement, including but not limited to your proper legal name, agreement/numbers, serial numbers and other Equipment information, so long as there is no material impact to your financial obligations.

**18. Governing Law, Jurisdiction, Venue and JURY TRIAL WAIVER.** THIS AGREEMENT IS GOVERNED BY, AND SHALL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CONNECTICUT. THE JURISDICTION AND VENUE OF ANY ACTION TO ENFORCE THIS AGREEMENT, OR OTHERWISE RELATING TO THIS AGREEMENT, SHALL BE IN A FEDERAL OR STATE COURT IN FAIRFIELD COUNTY, CONNECTICUT OR, EXCLUSIVELY AT XFS'S OPTION, IN ANY OTHER FEDERAL OR STATE COURT WHERE THE EQUIPMENT IS LOCATED OR WHERE XFS'S OR YOUR PRINCIPAL PLACES OF BUSINESS ARE LOCATED, AND YOU HEREBY WAIVE ANY RIGHT TO TRANSFER VENUE. **THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION RELATED TO OR ARISING OUT OF THIS AGREEMENT.**

**19. Miscellaneous.** Your obligations under the "Taxes" and "Liability" Sections commence upon execution, and survive the expiration or earlier termination, of this Agreement. Notices hereunder must be in writing. Notices to you will be sent to the "Billing Address" provided on the first page hereof, and notices to XFS shall be sent to our address provided on the first page hereof. Notices will be deemed given 5 days after mailing by first class mail or 2 days after sending by nationally recognized overnight courier. Invoices are not considered notices and are not governed by the notice terms hereof. You authorize XFS to communicate with you by any electronic means (including cellular phone, email, automatic dialing and recorded messages) using any phone number (including cellular) or electronic address you provide to us. If a court finds any term of this Agreement unenforceable, the remaining terms will remain in effect. The failure by either Party to exercise any right or remedy will not constitute a waiver of such right or remedy. If more than one party has signed this Agreement as Customer, each such party agrees that its liability is joint and several. The following four sentences control over every other part of this Agreement: Both Parties will comply with applicable laws. XFS will not charge or collect any amounts in excess of those allowed by applicable law. Any part of this Agreement that would, but for the last four sentences of this Section, be read under any circumstances to allow for a charge higher than that allowed under any applicable legal limit, is modified by this Section to limit the amounts chargeable hereunder to the maximum amount allowed under the legal limit. If, in any circumstances, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by XFS in excess of that legally allowed will be applied by us to the payment of amounts legally owed hereunder or refunded to you.

## NON-APPROPRIATIONS AMENDMENT

This is an amendment, dated and effective as of \_\_\_\_\_, to that certain Agreement # \_\_\_\_\_  
("Agreement") between Village of Romeoville, ("Customer") and  
**Xerox Financial Services LLC**. All capitalized but undefined terms used in this Amendment shall have the  
meanings set forth in the Agreement.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties,  
the parties agree to amend the Agreement as follows:

**Non-Appropriation.** Your obligation to remit the Payments and any other amounts due is contingent upon  
approval of the appropriation of funds by your governing body. In the event funds are not appropriated for any  
forthcoming fiscal period equal to amounts due under the Agreement, and you have no other funds legally  
available to be allocated to the payment of your obligations hereunder, you may terminate the Agreement  
effective on the first day of such forthcoming fiscal period ("Termination Date") if: (a) you have used due  
diligence to exhaust all funds legally available, and (b) XFS has received written notice from you at least 30 days  
before the Termination Date. At XFS's request, you shall promptly provide supplemental documentation as to  
such non-appropriation. Upon the occurrence of such non-appropriation, you shall not be obligated for any  
Payment for any forthcoming fiscal period for which funds have not been so appropriated, and you shall  
promptly return the Equipment as set forth in the return provisions of this Agreement.

### ACKNOWLEDGED AND ACCEPTED:

**Customer:** Village of Romeoville

Authorized Signor: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_

### Xerox Financial Services LLC

Accepted by: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_

**BILL TO:**

<b>Customer Name:</b>	Village of Romeoville
<b>Address:</b>	1050 W Romeo Road
<b>City, State, Zip:</b>	Romeoville, IL 60446
<b>Phone:</b>	708.886.7200

**EQUIPMENT LOCATION: (SAME AS BILL TO ☐ )**

<b>Customer Name:</b>	Various Village Locations
<b>Address:</b>	
<b>City, State, Zip:</b>	
<b>Phone:</b>	

Equipment Model #	Equipment Serial Number	Equipment Start Meter
See Schedule A		

**Contract Effective: From: \_\_\_\_\_ To: \_\_\_\_\_**

**Usage/Rate Breakdown**

0	<b>B&amp;W Copies</b>	\$0.00	<b>Base Rate</b>	\$.007	<b>Overage Rate</b>
0	<b>Color Copies</b>	\$0.00	<b>Base Rate</b>	\$.05	<b>Overage Rate</b>
	<b>Tabloid Color</b>		<b>Base Rate</b>		<b>Overage Rate</b>
	<b>Color Extra Long</b>		<b>Base Rate</b>		<b>Overage Rate</b>
	<b>B&amp;W Prints</b>		<b>Base Rate</b>		<b>Overage Rate</b>
	<b>Color Prints</b>		<b>Base Rate</b>		<b>Overage Rate</b>
	<b>B&amp;W Flat Fee Units</b>		<b>Unit Rate</b>		<b>Overage Rate</b>
	<b>CLR Flat Fee Units</b>		<b>Unit Rate</b>		
	<b>Ink Jet Flat Fee Units</b>		<b>Unit Rate (Toner Only)</b>		
	<b>Total Base Fee</b>				

**Items Included (check all that apply)**

☒ **Parts**
     
 ☒ **Toner**
     
 ☐ **Other (Specified Below)**

**Items Excluded and Special Terms**

Cancel Contract #15869 & #CN20525. New service contract term matches term of lease. Service rates fixed for term of lease. Pages billed monthly.

**Xerox Business Solutions Diagnostic Application**

In the event Xerox Business Solutions Midwest (XBS Midwest) 360 Diagnostic Application is not installed or an XBS Midwest representative is required to visit your office to obtain these meters, a meter administration charge may be added to your overage invoice.

XBS Midwest 360 Diagnostic Application Installed? YES ☒ NO ☐

Meter requests for non-networked devices should be emailed to the contact below. For multiple devices and contacts please submit a separate schedule A.

<b>Meter Contact Name (Print Name):</b>	<b>Phone Number:</b>	<b>Email Address:</b>

**Acknowledgment**

THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF ARE INCORPORATED IN AND MADE PART OF THIS AGREEMENT. NO ONE IS AUTHORIZED TO CHANGE, ALTER OR AMEND THE TERMS OR CONDITIONS OF THIS AGREEMENT UNLESS AGREED TO IN WRITING BY BOTH PARTIES. BY SIGNING THIS AGREEMENT YOU ACKNOWLEDGE RECEIPT OF PAGE TWO AND THREE AND AGREE TO THE TERMS ON ALL 3 PAGES OF THIS AGREEMENT.

<b>Customer Signature/Date:</b>	<b>XBS Midwest Sales Representative Signature/Date:</b>	<b>XBS Midwest Contract's Manager Signature/Date:</b>
<b>Print Name:</b>	<b>Print Name:</b>	<b>Print Name:</b>
	Mark Koll	

## TERMS AND CONDITIONS

1. **SERVICES.** Throughout this Agreement the words "We," "Our," and "Us" refer to Company. The words "You" and "Your" refer to the Customer indicated on the reverse. This Agreement covers both the labor and materials for adjustments, repairs, and replacement of parts necessitated by normal use of the Equipment listed on the face of this Agreement ("Services"). Services do not include the following: (a) repairs due to (i) misuse, neglect, or abuse (including, without limitation, improper voltage or use of supplies that do not conform to the manufacturers' specifications), (ii) use of options, accessories, products, supplies not provided by Company; (iii) non-Company alterations, relocation, or service; (iv) loss or damage resulting from accidents, fire, water, natural disasters, electrical fault, interconnection fault or theft; (b) maintenance requested outside Company's normal business hours or this Agreement, (c) software or connected hardware, (d) hard drive replacement, (e) Thermal heads, process units, and fuser units for Facsimile Machines, (f) Thermal Heads and MICR Toner for Laser Printers, and parts and labor for all non-laser printers. Scanner coverage includes labor only and is billed annually. Zebra printers are labor only. Replacement parts may be new, reprocessed, or recovered. Supplies provided by Company are in accordance with the copy volumes set forth on the face of this Agreement and within the manufacturer's stated yields and do not include staples or paper. Supplies are to be used exclusively for the Equipment and remain Company property until consumed. You will return, or allow Company to retrieve, any unused supplies at the termination/expiration of this Agreement. You are responsible for the cost of excess supplies. You authorize Equipment to be connected to automatic meter reading software and/or device or, if we otherwise request, you will provide us with accurate meter readings for each item of Equipment when and by such means as we request. If you do not permit the Company to use automatic meter reading software and/or devices, Company may charge a monthly fee for manually performing meter reads. If you do not provide meter reads as required, Company may estimate the reading and bill accordingly. You shall provide adequate space and electrical service for the operation of the Equipment in accordance with UL and/or manufacturer's specifications. Supplies will be shipped via UPS Ground. All shipping methods, including, but not limited to, UPS Ground, Overnight, and/or Messenger Service, will be billed to the Customer. Service provided outside Company's standard business hours or for computer/network issues will be at Company hourly rates in effect at the time of Service. If, at any time during the Term, Customer upgrades, modifies, or adds equipment, Customer shall promptly notify Company. Company maintains the right to inspect any upgrades and modifications to Equipment and/or additional equipment and, in its sole discretion, determine whether equipment is eligible for Service. If approved, the Agreement will be amended to include such changes, including pricing modifications. Unless otherwise agreed to in writing, Customer remains solely responsible for any and all Customer data stored within the Equipment and the removal of such data upon removal of Equipment or termination of this Agreement. Customer is required to notify the Company of any additional equipment at Customer's site capable of using Company provided supplies. This will include any new equipment or existing equipment not included in the original contract due to errors or omissions. In the event such equipment is discovered, it will automatically be added to this Agreement with the meter at the time of discovery or be added at the current flat fee rate along with any other associated charges. Any other declarations, considerations, promises or incentives relating to this Agreement must be documented within this contract to be considered valid and binding.

2. **TERM AND PAYMENT.** Except as otherwise provided for herein, this Agreement will commence on the start date indicated on the face of this Agreement and remain in effect for one (1) year; and unless notified in writing sixty (60) days prior to its expiration, this Agreement shall automatically renew for additional one (1) year periods. In the event the fees herein are included in your lease payment, the Term shall run concurrently with the lease agreement and will be subject to the renewal provisions provided for therein. Unless stated otherwise all base rates will be billed monthly with any overages or per print/copy charges calculated quarterly. The meter count at installation or, in the case of owned printers, at assessment, will be used for overage calculations. You agree to pay Company the base and unit rates and all other sums when due and payable. The base and unit rates entitle you to Services for a specific number and type (i.e. black & white, color, scan) of Prints/Copies as identified on the face of this Agreement and will be billed in advance. In addition, You agree to pay the Overage Rate for each Print/Copy that exceeds the applicable number and type of Prints/Copies provided in the base rate(s) which amount shall be billed in arrears as indicated on the face of this Agreement. Any invoice disputes must be documented to Xerox Business Solutions Midwest within 90 days of invoice date. A Print/Copy is defined as standard 8.5"x11" copy (larger size copies may register two meter clicks). No credit will be applied towards unused copies/prints. Your obligation to pay all sums when due shall be absolute and unconditional and is not subject to any abatement, offset, defense or counterclaim. If any payment is not paid within 30 days of its due date, you will pay a late charge not to exceed 7% of each late payment (or such lesser rate as is the maximum allowable by law). Company has the right to withhold service and supplies, without recourse, for any non-payment. Unless otherwise stated on the face of this Agreement, Company may increase the Base Rate(s) and/or the Overage Rate(s) on an annual basis, in an amount not to exceed 15%. Company retains the right to have all or some of the amounts due hereunder billed and/or collected by third parties. If Customer requires any specialized billing procedure or invoicing, Company reserves the right to bill an administrative fee not to exceed \$100 per invoice.

3. **TAXES.** Payments are exclusive of all state and local sales, use, excise, privilege and similar taxes. You will pay when due, either directly or to Us upon demand, all taxes, fines and penalties relating to this Agreement that are now or in the future assessed or levied.

4. **SOFTWARE LICENSE.** Company grants (and is hereby authorized by its licensor's to grant) you a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation ("Base Software") only with the Equipment with which it was delivered; and (b) Software that is set forth as a separate line item in this Agreement ("Application Software") (including its accompanying documentation), as applicable, for as long as you are current in the payment of all applicable software license fees. "Base Software" and "Application Software" are referred to collectively as "Licensed Software". You have no other rights and may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Licensed Software; (2) activate Licensed 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, Licensed Software will reside solely with Company and/or its licensors (who will be considered third-party beneficiaries of this Section). Licensed Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (x) Company is denied access to periodically reset such code; (y) you are notified of a default under this Agreement; or (z) your license is terminated or expires. The Base Software license will terminate: (i) if you no longer use or possess the Equipment; or (ii) upon the expiration or termination of this Agreement, unless you have exercised your option to purchase the Equipment. Neither Company nor its licensors warrant that Licensed Software will be free from errors or that its operation will be uninterrupted. The foregoing terms do not apply to Diagnostic Software or to Licensed Software/documentation accompanied by a clickwrap or shrinkwrap license agreement or otherwise made subject to a separate license agreement.

5. **DIAGNOSTIC SOFTWARE.** Software used to evaluate or maintain the Equipment ("Diagnostic Software") is included with the Equipment. Diagnostic Software is a valuable trade secret of Company, or its Licensors. Title to Diagnostic Software will remain with Company or its licensors. Company does not grant Customer any right to use Diagnostic Software, and Customer will not access, use, reproduce, distribute or disclose Diagnostic Software for any purpose (or allow third parties to do so). Customer will allow Company reasonable access to the Equipment to remove or disable Diagnostic Software if Customer is no longer receiving Service from Company, provided that any on-site access to Customer's facility will be during Customer's standard business hours.

6. **SOFTWARE SUPPORT.** Except for Products and/or Third Party Products identified as "No Svc.", Company (or a designated servicer) will provide the software support set forth below or in accordance with an attached statement of work ("Software Support"). For Base Software for Equipment, Software Support will be provided during the initial Term and any renewal period but in no event longer than 5 years after Company stops taking customer orders for the subject model of Equipment. For Application Software, Software Support will be provided as long as you are current in the payment of all applicable software license and support fees. Company will maintain a web-based or toll-free hotline during Company's standard working hours to report Licensed Software problems and answer Licensed Software-related questions. Company, either directly or with its vendors, will make reasonable efforts to: (a) assure that Licensed Software performs in material conformity with its user documentation; (b) provide available workarounds or patches to resolve Licensed Software performance problems; and (c) resolve coding errors for (i) the current Release and (ii) the previous Release for a period of 6 months after the current Release is made available to you. Company will not be required to provide Software Support if you have modified the Licensed Software. New releases of Licensed Software that primarily incorporate compliance updates and coding error fixes are designated as "Maintenance Releases" or "Updates". Maintenance Releases or Updates that Company may make available will be provided at no charge and must be implemented within six months. New releases of Licensed Software that include new content or functionality ("Feature Releases") will be subject to additional license fees at then-current pricing. Maintenance Releases, Updates and Feature Releases are collectively referred to as "Releases". Each Release will be considered Licensed Software governed by the Software License and Licensed Software Support provisions of this Agreement (unless otherwise noted). Implementation of a Release may require you to procure, at your expense, additional hardware and/or software from Company or another entity. Upon installation of a Release, you will return or destroy all prior Releases. For Third Party Software identified as "No Svc.", you shall enter into a support agreement with a Third Party Software vendor or its support services provider, who shall be solely responsible for the quality, timeliness and other terms and conditions of such support services. Company shall have no liability for the acts or omissions of such third party support services provider.

7. WARRANTY: You acknowledge that the Equipment covered by this Agreement was selected by you based upon your own judgment. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF NON-INFRINGEMENT; IMPLIED WARRANTIES OF MERCHANTABILITY; OR, FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE SPECIFICALLY AND UNRESERVEDLY EXCLUDED.

8. LIMITATION OF LIABILITY. In no event, shall Company be liable for any indirect, special, incidental or consequential damages (including loss profits) whether based in contract, tort, or any other legal theory and irrespective of whether Company has notice of the possibility of such damages.

9. DEFAULT; REMEDIES: Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) failure to make payment when due of any indebtedness to Company or for the Equipment, whether or not arising under this Agreement, without notice or demand by Company; (b) breach by you of any obligation herein; or (c) if you cease doing business as a going concern. If you default, Company may : (1) require future Services, including supplies to be paid in advance, (2) require you to immediately pay the amount of the remaining unpaid balance of the Agreement, (3) terminate any and all agreements with you, and/or (4) pursue any other remedy permitted at law or in equity. In the Event of Default, remaining payment amounts due will be calculated using the average of the last six months' billing periods or the face value of the Agreement, whichever is greater, multiplied by the remaining months of the Agreement. You agree that any delay or failure of Company to enforce its rights under this Agreement does not prevent Company from enforcing any such right at a later time. All of Company's rights and remedies survive the termination of this Agreement. In the event of a dispute arising out of this Agreement or the Equipment listed herein, should it prevail, Company shall be entitled to collection of its reasonable costs and attorneys' fees incurred in defending or enforcing this Agreement, whether or not litigation is commenced.

10. ASSIGNMENT: You may not sell, transfer, or assign this Agreement without the prior written consent of Company. Company may sell, assign or transfer this Agreement.

11. NOTICES: All notices required or permitted under this Agreement shall be by registered mail to such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice from Company to you shall be effective three days after it has been deposited in the mail, duly addressed. All such notices to Company from you shall be effective after it has been received via registered U.S. Mail.

12. INDEMNIFICATION. You are responsible for and agree to indemnify and hold Us harmless from, any and all (a) losses, damages, penalties, claims, suits and actions (collectively, "Claims"), whether based on a theory of contract, tort, strict liability of otherwise caused by or related to Your use or possession of the Equipment, and (b) all costs and attorneys' fees incurred by Us relating to such claim.

13. FAX EXECUTION. A faxed or electronically transmitted version of this Agreement may be considered the original and you will not have the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. This Agreement may be signed in counterparts and all counterparts will be considered and constitute the same Agreement.

14. MISCELLANEOUS. (a) Choice of 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); (b) Jury Trial. YOU EXPRESSLY WAIVE TRIAL BY JURY AS TO ALL ISSUES ARISING OUT OF OR RELATED TO THIS AGREEMENT; (c) Entire Agreement. This Agreement constitutes the entire agreement between the parties for the subject matter herein and supersedes all prior agreements, proposals or negotiations, whether oral or written; (d) Enforceability. If any provision of this Agreement is unenforceable, illegal or invalid, the remaining provisions will remain in full force and effect; (e) Amendments. This Agreement may not be amended or modified except by a writing signed by the parties; provided you agree that we are authorized, without notice to you, to supply missing information or correct obvious errors provided that such change does not materially alter your obligations; (f) Force Majeure. Company shall not be responsible for delays or inability to service caused directly or indirectly by strikes, accidents, climate conditions, parts availability, unsafe travel conditions, or other reasons beyond our control; (g) Company has the right to modify/correct any clerical errors.

**Customer Initials:** \_\_\_\_\_

CONTRACT NO

This Schedule "A" is to be attached to and becomes part of the Agreement dated \_\_\_\_\_ by and between the undersigned and **Martin Whalen Office Solutions.**

MAKE	MODEL	LOCATION	EQ#	SERIAL NO.	B/W START	CLR START
Xerox	C9070	Recreation Center				
Xerox	C9070	Fire Station #1				
Xerox	C8170	Police - Records				
Xerox	C8145	2nd Floor Marketing				
Xerox	C8145	Water Department Billing				
Xerox	C8145	Recreation Center - Creative Play				
Xerox	B7135	Fire Station #3				
Xerox	XALC8055	New Rec Center	M11423	8TB642217		
Xerox	XALC8055	PUBLIC WORKS	M10017	8TB606934		
Xerox	XALC8045	POLICE DEPARTMENT - REPORT WRITING	M10012	8TB584655		
Xerox	XXC702	COMMUNITY DEVELOPMENT	M10011	E2B110023		
Xerox	XWC5955APT2	2ND FLOOR - FINANCE	85209-MWC	A2M748088		
Xerox	XWC5325	FIRE STATION #2	85124-MWC	AE7179829		
Xerox	XWC3655	PRINTER ROOM - FRONT COUNTER	85231-MWC	C7X278297		
Xerox	XWC7835	FIRE PREVENTION	85338-MWC	MX0009357		
Xerox	XC560	POLICE DEPARTMENT - TRAINING	77338-MWC	XP548532		
Xerox	XWC7225	REMA	77422-MWC	LX5686607		
Xerox	XWC7835	POLICE DEPARTMENT - CODE ENFORCEMENT	82689-MWC	MX0152873		
Xerox	XWC7835	POLICE DEPARTMENT - ADMIN	77494-MWC	MX0137737		

CUSTOMER ACCEPTANCE

Village of Romeoville

X

CUSTOMER

SIGNATURE

TITLE

Dated

(Schedule A)



A Xerox Company

## EQUIPMENT RELEASE FORM

<b>CUSTOMER NAME:</b> Village of Romeoville					Schedule A attached	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>				
# 1	MAKE	Xerox	MODEL	C70	TAG	86568-MW	SERIAL	E2B669502	Is this a MIF	<input type="checkbox"/>	<input checked="" type="checkbox"/>
ACCESSORIES Finisher									HDD wipe required	<input type="checkbox"/>	<input checked="" type="checkbox"/>
# 2	MAKE	Xerox	MODEL	WC7845	TAG	85423-MW	SERIAL	MX4509129	Is this a MIF	<input type="checkbox"/>	<input checked="" type="checkbox"/>
ACCESSORIES Finisher									HDD wipe required	<input type="checkbox"/>	<input checked="" type="checkbox"/>
# 3	MAKE	Xerox	MODEL	WC7845	TAG	85422-MW	SERIAL	MX4508168	Is this a MIF	<input type="checkbox"/>	<input checked="" type="checkbox"/>
ACCESSORIES Finisher									HDD wipe required	<input type="checkbox"/>	<input checked="" type="checkbox"/>

- ☐ **TRADE-IN (CUSTOMER OWNED ASSET)** - Customer warrants that it is the sole owner of the equipment and that it is free and clear of any liens, security interest and/ on other encumbrances and hereby releases all right and title to Chicago Office Technology Group, Inc (COTG).
- ☐ **END OF LEASE WITH EQUIPMENT RETURN** - The Customer is responsible to complete the financial obligation with the Leasing Company and for sending the notice of cancelation with intent to return. Upon completion the Customer shall provide the equipment return instructions to COTG so the equipment can be returned to the leasing company. COTG shall not be responsible for any delay in returning the equipment nor any loss or damage while in its possession.

### COTG Leased Equipment:

- ☒ **UPGRADE OR BUYOUT TO RETURN** - COTG is performing an equipment upgrade for the Customer with the leasing company and is responsible for the final lease obligations and return of the equipment.
- ☐ **UPGRADE OR BUYOUT TO KEEP** - COTG is performing an equipment upgrade for the Customer with the leasing company and is responsible for the final lease obligations.

### Third Party Leased Equipment:

			Storage required	YES <input type="checkbox"/>	NO <input type="checkbox"/>
LEASE COMPANY NAME	LEASE #	END OF TERM			
<input type="checkbox"/> <b>3RD PARTY BUYOUT WITH EQUIPMENT RETURN</b> - COTG agrees to pay the \$ _____ made payable to the Customer towards satisfying the lease listed above. The Customer is responsible to complete the financial obligation with the Leasing Company and for sending the notice of cancelation with intent to return. Upon completion the Customer shall provide the equipment return instructions to COTG so the equipment can be returned to the leasing company. COTG shall not be responsible for any delay in returning the equipment nor any loss or damage while in its possession. Upon receipt of payment there is no further financial obligation of COTG.					
<input type="checkbox"/> <b>3RD PARTY BUYOUT W/O EQUIPMENT RETURN</b> - COTG agrees to pay the \$ _____ made payable to the Customer towards satisfying the lease listed above. The Customer is responsible to complete the financial obligation with the Leasing Company and for sending the notice of cancelation with intent to return or keep the equipment. COTG will NOT be responsible for returning the equipment. Upon receipt of payment there is no further financial obligation of COTG.					

### If applicable (if not noted here COTG is responsible):

- ☐ Cost to return the equipment (\$425 per unit) shall be paid by the customer: \$ \_\_\_\_\_
- ☐ Cost to store the equipment (\$50 per mth/per unit) shall be paid by the customer: \$ \_\_\_\_\_
- ☐ Cost to wipe the Hard Drive (\$150 per unit) shall be paid by the customer: \$ \_\_\_\_\_

The undersigned warrants that they are authorized by the Customer to execute this release.

Customer Auth Signature \_\_\_\_\_  
Customer Printed Name \_\_\_\_\_

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





A Xerox Company

## EQUIPMENT RELEASE FORM

<b>CUSTOMER NAME:</b>		Village of Romeoville		Schedule A attached	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
# 1	MAKE	MODEL	TAG	SERIAL	Is this a MIF	<input type="checkbox"/> <input type="checkbox"/>
	ACCESSORIES				HDD wipe required	<input type="checkbox"/> <input type="checkbox"/>
# 2	MAKE	MODEL	TAG	SERIAL	Is this a MIF	<input type="checkbox"/> <input type="checkbox"/>
	ACCESSORIES				HDD wipe required	<input type="checkbox"/> <input type="checkbox"/>
# 3	MAKE	MODEL	TAG	SERIAL	Is this a MIF	<input type="checkbox"/> <input type="checkbox"/>
	ACCESSORIES				HDD wipe required	<input type="checkbox"/> <input type="checkbox"/>

- ☒ **TRADE-IN (CUSTOMER OWNED ASSET)** - Customer warrants that it is the sole owner of the equipment and that it is free and clear of any liens, security interest and/ on other encumbrances and hereby releases all right and title to Chicago Office Technology Group, Inc (COTG).
- ☐ **END OF LEASE WITH EQUIPMENT RETURN** - The Customer is responsible to complete the financial obligation with the Leasing Company and for sending the notice of cancelation with intent to return. Upon completion the Customer shall provide the equipment return instructions to COTG so the equipment can be returned to the leasing company. COTG shall not be responsible for any delay in returning the equipment nor any loss or damage while in its possession.

### COTG Leased Equipment:

- ☐ **UPGRADE OR BUYOUT TO RETURN** - COTG is performing an equipment upgrade for the Customer with the leasing company and is responsible for the final lease obligations and return of the equipment.
- ☐ **UPGRADE OR BUYOUT TO KEEP** - COTG is performing an equipment upgrade for the Customer with the leasing company and is responsible for the final lease obligations.

### Third Party Leased Equipment:

			Storage required	YES <input type="checkbox"/>	NO <input type="checkbox"/>
LEASE COMPANY NAME	LEASE #	END OF TERM			
<input type="checkbox"/> <b>3RD PARTY BUYOUT WITH EQUIPMENT RETURN</b> - COTG agrees to pay the \$_____ made payable to the Customer towards satisfying the lease listed above. The Customer is responsible to complete the financial obligation with the Leasing Company and for sending the notice of cancelation with intent to return. Upon completion the Customer shall provide the equipment return instructions to COTG so the equipment can be returned to the leasing company. COTG shall not be responsible for any delay in returning the equipment nor any loss or damage while in its possession. Upon receipt of payment there is no further financial obligation of COTG.					
<input type="checkbox"/> <b>3RD PARTY BUYOUT W/O EQUIPMENT RETURN</b> - COTG agrees to pay the \$_____ made payable to the Customer towards satisfying the lease listed above. The Customer is responsible to complete the financial obligation with the Leasing Company and for sending the notice of cancelation with intent to return or keep the equipment. COTG will NOT be responsible for returning the equipment. Upon receipt of payment there is no further financial obligation of COTG.					

### If applicable (if not noted here COTG is responsible):

- ☐ Cost to return the equipment (\$425 per unit) shall be paid by the customer: \$\_\_\_\_\_
- ☐ Cost to store the equipment (\$50 per mth/per unit) shall be paid by the customer: \$\_\_\_\_\_
- ☐ Cost to wipe the Hard Drive (\$150 per unit) shall be paid by the customer: \$\_\_\_\_\_

The undersigned warrants that they are authorized by the Customer to execute this release.

Customer Auth Signature	_____	Date	_____
Customer Printed Name	_____	Title	_____

Village of Romeoville  
Equipment Release Schedule A  
Trade-In Devices

Make	Model	Tag	Serial	MIF?	HDD Wipe?
Xerox	WC5335	77414-MWO	AE9900760	NO	NO
Xerox	WC7845	82746-MWO	MX4772410	NO	NO
Xerox	XC560	77339-MWO	XPN548844	NO	NO
Xerox	WC7970	82701-MWO	B0W593772	NO	NO

Signature: \_\_\_\_\_

Date: \_\_\_\_\_