AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Equipment Lease Agreement; Service Agreement; Well

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: United Reprographics, Wells Fargo, Gunnison County

Term Begins: Upon Delivery and acceptan **Term Ends:** 2/27/2022 **Grant Contract #:** None

Summary:

The current lease on the Plat Machine in Recording expires 2-27-17. We are able to lease a new machine $50.00 less a month an obtain new technology with the updated Oce Plotwave Plat machine. The current Plat machine is 5 years old. This is currently in budget 7630-01-112-00 and

Fiscal Impact: In current Budget

Submitted by: Kathy Simillion, County Clerk **Submitter's Email Address:** ksimillion@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
Included in 2017 budget, no concerns. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 1/3/2017

County Attorney Review: (●) Required ( ) Not Required

Comments:
ok - gs

Reveiwed by: GUNCOUNTY1\gstuhr Discharge Date: 1/5/2017 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:
John Felix has reviewed and supports this lease.

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 1/5/2017

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 1/10/2017

Revised April 2015

Confidential

This Océ PlotWave 345
Proposal was prepared exclusively for

GUNNISON COUNTY

December 2, 2016

Prepared by
Brian L. Miller
United Reprographic Supply, Inc.
7076 S. Revere Parkway
Centennial, Colorado 80112
303-680-1100
brian@unitedreprographic.com

OCÉ PLOTWAVE 345/365 PRINTING SYSTEMS

Flexible and secure technical document management for professionals

- Printer only or multifunction (print/copy/scan) system with integrated scanner
- Integrated Top Delivery Tray (neatly collates and stacks up to 50 E-size plots)
- Océ ClearConnect panel (intuitive touchscreen interface system)
- Cloud integrated workflow option (scan to/print from cloud)
- Proven Océ core technologies deliver unmatched productivity
- Single or optional dual roll media capability (up to 650 feet per roll)
- Portfolio of options to add additional levels of security

NEW FEATURES!

- Océ POWERsync Controller with Microsoft Windows 8 Embedded, 64 bit
- Scan Templates (customize and save your specifications)
- Advanced security options
- UniFLOW on the Océ ClearConnect user interface (optional)
- Compatible with Océ Publisher Select™ 2 job submission software
- EPEAT Bronze compliant

Equipment Proposal

Océ PlotWave 345 all-in-one multifunction system

- 2-Roll monochrome printer with 4 D's per minute output
- Top Delivery Tray
- ClearConnect multi-touch user interface
- 10.4" Color LCD touchscreen
- Instant on Printing
- Top-mounted color enabled Scanner Express II
- Publisher Select to Batch PDF/TIFF/DWF File Formats
- Scan to Black & White and Scan to Color File
- Océ Powersync controller (embedded) – 500 GB Hard Drive / 4 GB Memory
- Océ Scan Logic® software — Scan to PDF/TIFF/JPEG in color

Model	Sale Price
Océ PlotWave 345 Printer Engine	**$20,484.00**
Océ Scanner Express II (Includes color scan to file)	**Included**
Océ PlotWave 345 Second Roll	**Included**
Oce Submission Tools DWF,PDF,TIFF	**Included**
Oce Account Console	**Included**
Certified Adobe Postscript	**Included**
Freight, Training & Installation	**Included**
Subtotal	**$20,484.00**
Discount	**< 3,060.00 >**
TOTAL	**$17,424.00**

LEASE OPTION

0 down , Fair Market Value Buyout at end of term

60 Month Term $324.09/mo.

FULL SERVICE MAINTENANCE AGREEMENT

Flat Monthly Rate	$115.00
Overage Usage Charge/square foot	$0.10
Allowance per Quarter	3,000 Square Feet

Covers all service calls, labor, quarterly preventative maintenance and parts including photoreceptor. Additional conditions exist. Other agreements are available depending upon volume. Consumables (paper, toner, developer) are included

P.O. Box 5143 - Englewood, CO 80155
Phone 303-680-1100 Fax: 303-680-5052 E-mail: urs@unitedreprographic.com Web: www.unitedreprographic.com

Equipment Lease Agreement

Wells Fargo Financial Leasing, Inc. | 800 Walnut, 4th floor | Des Moines, Iowa 50309 | Phone: 800-247-5083

Customer Information:		**Supplier Information:**
Customer's Full Legal Name ("You" and "Your"): County of Gunnison		Supplier Name ("Supplier"): United Reprographic Supply
Address: 221 North Wisconsin Street		Address: 7076 South Revere Parkway
City/State/Zip Code: Gunnison, CO 80230		City/State/Zip Code: Centennial, CO 80111
Telephone Number: 303 641 1516	Federal Tax ID#:	County: Gunnison

Equipment Information: ☐ See Attached Equipment Schedule		Equipment Location (if different than address shown above):	
Quantity	Equipment Make, Model & Serial Number	Quantity	Equipment Make, Model & Serial Number
1 each	Oce' Plotwave 345		

Term And Payment Information: Initial Term: 60 months Payment*: **$**324.09 (*plus applicable taxes)

Payment Period is "Monthly" unless otherwise noted here: Security Deposit: **$** Documentation/Processing Fee: $75.00

Advance Payment: $ applied to: ☐ 1st Payment ☐ Last Payment ☐ 1st and Last Payments

Purchase Option (shall be Fair Market Value unless another option is checked): ☒ Fair Market Value ☐ $1.00 ☐ Other: _____

You acknowledge and agree that this agreement (as amended from time to time, the "Lease") represents the complete and exclusive agreement between You and Us regarding the subject matter herein and supersedes any other oral or written agreements between You and Us regarding such matters. This Lease can be changed only by a written agreement between You and Us. Other agreements not stated herein (including, without limitation, those contained in any purchase order or service agreement between You and the Supplier) are not part of this Lease. To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for You: When You open an account or add any additional service, We will ask You for Your name, address, federal employer identification number and other information that will allow Us to identify You. We may also ask to see other identifying documents.

1. LEASE OF EQUIPMENT. You agree to lease from Us the personal property listed above (together with all existing and future accessories, attachments, replacements and embedded software, the "Equipment") upon the terms stated herein. This Lease is binding on You as of the date You sign it. You agree that after You sign, We may insert or correct any information missing on this Lease, including Your proper legal name, serial numbers and any other information describing the Equipment, and change the Payment by up to 15% due to a change in the Equipment or its cost or a tax or payment adjustment.

2. TERM; AUTOMATIC RENEWAL. The term of this Lease will begin on the date that it is accepted by Us or any later date that We designate (the "Commencement Date") and will continue for the number of months shown above (the "Initial Term"). As used herein, "Term" means the term presently in effect at any time, whether it is the Initial Term or a Renewal Term (defined below). **Unless You have a $1.00 Purchase Option, You shall notify Us in writing at least 30 days before the end of the Term (the "Notice Period") that You intend to purchase or return the Equipment at the end of such Term or: (a) this Lease will automatically renew for an additional one-month period** (a "Renewal Term"), and (b) all terms of this Lease will continue to apply. If You do notify Us in writing within the Notice Period that You intend to purchase or return the Equipment at the end of the Term, then You shall (i) purchase the Equipment by paying the purchase option amount (and all other amounts due hereunder) within 10 days after the end of the Term, or (ii) return the Equipment pursuant to Section 12. For any "Fair Market Value" Purchase Option, the fair market value shall be determined by Us in Our sole but commercially reasonable judgment. **This Lease is non-cancelable for the full Term.**

3. UNCONDITIONAL OBLIGATION. You agree that: (i) We are a separate and independent company from the Supplier, manufacturer and any other vendor (collectively, "Vendors"), and the Vendors are NOT Our agents; (ii) No representation or warranty by any Vendor is binding on Us, and no Vendor has authority to waive or alter any term of this Lease; (iii) You, not We, selected the Equipment and the Vendors based on Your own judgment; (iv) Your obligations hereunder are absolute and unconditional and are not subject to cancellation, reduction or setoff for any reason whatsoever; (v) If You are a party to any maintenance, supplies or other contract with any Vendor, We are NOT a party thereto, such contract is NOT part of this Lease (even though We may, as a convenience to You and a Vendor, bill and collect monies owed by You to such Vendor), and no breach by any Vendor will excuse You from performing Your obligations to Us hereunder; and (vi) If the Equipment is unsatisfactory or if any Vendor fails to provide any service or fulfill any other obligation to You, You shall not make any claim against Us and shall continue to fully perform under this Lease.

4. PAYMENTS. You agree to pay Us an interim rent charge as reasonably calculated by Us for the period from the date the Equipment is delivered to You until the Commencement Date. The payment for this interim period will be based on the Payment prorated on a 30-day calendar month and will be added to Your first invoice. Each Payment Period, You agree to pay Us, by the due date set forth on Our invoice to You (i) the Payment, and (ii) applicable taxes and other charges provided for herein. Restrictive endorsements on checks will not be binding on Us. All payments received will be applied to past due amounts and to the current amount due in such order as We determine. Any security deposit that You pay is non-interest bearing, may be commingled with Our funds, may be applied by Us at any time to cure any default by You, and the unused portion will be returned to You after You have satisfied all of Your obligations hereunder. If We do not receive a payment in full on or before its due date, You shall pay a fee equal to the greater of 10% of the amount that is late or $29.00 (or the maximum amount permitted by applicable law if less). You shall pay Us a returned check or non-sufficient funds charge of $20.00 for any returned or dishonored check or draft.

5. INDEMNIFICATION. You shall indemnify and hold Us harmless from and against, any and all claims, actions, damages, liabilities, losses and costs (including but not limited to reasonable attorneys' fees) made against Us, or suffered or incurred by Us, arising directly or indirectly out of, or otherwise relating to, the delivery, installation, possession, ownership, use, loss of use, defect in or malfunction of the Equipment. This obligation shall survive the termination of this Lease. We shall not be liable to You for any damages of any kind, including any liability for consequential damages, arising out of the use of or the inability to use the Equipment.

6. NO WARRANTIES. WE ARE LEASING THE EQUIPMENT TO YOU "AS IS". WE HAVE NOT MADE AND HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING BY APPLICABLE LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The parties hereto agree that this Lease is, or shall be treated as, a "finance lease" under Article 2A of the Uniform Commercial Code (the "UCC"). You hereby waive any and all rights and remedies conferred upon You by Article 2A of the UCC. If this Lease is deemed to be a secured transaction, You hereby grant to Us a security interest in the Equipment and all proceeds thereof. You authorize Us to record UCC financing statements to protect Our interests in the Equipment. You may be entitled under Article 2A of the UCC to the promises and warranties (if any) provided to Us by the Supplier(s) in connection with or as part of the contract (if any) by which We acquire the Equipment, which warranty rights We assign to You for the Term (provided You are not in default). You acknowledge that You are aware of the name of the Supplier of each item of Equipment and You may contact the Supplier(s) for an accurate and complete statement of those promises and warranties (if any), including any disclaimers and limitations of them or of remedies.

7. DELIVERY; LOCATION; OWNERSHIP; USE AND MAINTENANCE. We are not responsible for delivery or installation of the Equipment. You are responsible for Equipment maintenance. You will not remove the Equipment from the Equipment Location unless You first get Our permission. You shall give Us reasonable access to the Equipment Location so that We may inspect the Equipment, and You agree to pay Our costs in connection therewith. We will own and have title to the Equipment (excluding

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

Customer: (identified above)		**Wells Fargo Financial Leasing, Inc.** ("We," "Us," "Our" and "Lessor")	
By:	Date: ____ / ____ / ____	By:	Date: ____ / ____ / ____
Print name:	Title:	Print name:	Title:
Agreement Number:			

any software) during the Lease. If the Equipment includes any software: (i) We don't own the software, (ii) You are responsible for entering into any necessary software license agreements with the owners or licensors of such software, (iii) You shall comply with the terms of all such agreements, if any, and (iv) any default by You under any such agreements shall also constitute a default by You under this Lease. You agree that the Equipment is and shall remain personal property and without Our prior written consent, You shall not permit it to become (i) attached to real property or (ii) subject to liens or encumbrances of any kind. You represent that the Equipment will be used solely for commercial purposes and not for personal, family or household purposes. You shall use the Equipment in accordance with all laws, operation manuals, service contracts (if any) and insurance requirements, and shall not make any permanent alterations to it. At Your own cost, You shall keep the Equipment in good working order and warrantable condition, ordinary wear and tear excepted ("Good Condition").

8. LOSS; DAMAGE; INSURANCE. You shall, at all times during this Lease, (i) bear the risk of loss and damage to the Equipment and shall continue performing all Your obligations to Us even if it becomes damaged or suffers a loss, (ii) keep the Equipment insured against all risks of damage and loss ("Property Insurance") in an amount equal to its replacement cost, with Us named as sole "loss payee" (with a lender's loss payable endorsement if required by Lessor or an Assignee), and (iii) carry public liability insurance covering bodily injury and property damage ("Liability Insurance") in an amount acceptable to Us, with Us named as an additional insured thereunder. You have the choice of satisfying these insurance requirements by providing Us with satisfactory evidence of Property and Liability Insurance ("Insurance Proof"), within 30 days of the Commencement Date. Such Insurance Proof must provide for at least 30 days prior written notice to Us before it may be cancelled or terminated and must contain other terms satisfactory to Us. If you do not provide Us with Insurance Proof within 30 days of the Commencement Date, or if such insurance terminates for any reason, then (a) You agree that We have the right, but not the obligation, to obtain such Property Insurance and/or Liability Insurance in such forms and amounts from an insurer of Our choosing in order to protect Our interests ("Other Insurance"), and (b) You agree that We may charge you a periodic charge for such Other Insurance. This periodic charge will include reimbursement for premiums advanced by Us to purchase Other Insurance, billing and tracking fees, charges for Our processing and related fees associated with the Other Insurance, and a finance charge of up to 18% per annum (or the maximum rate allowed by law if less) on any advances We make for premiums (collectively, the "Insurance Charge"). We and/or one or more of our affiliates and/or agents may receive a portion of the Insurance Charge, which may include a profit. We are not obligated to obtain, and may cancel, Other Insurance at any time without notice to You. Any Other Insurance need not name You as an insured or protect Your interests. The Insurance Charge may be higher than if You obtained Property and Liability Insurance on Your own.

9. ASSIGNMENT. You shall not sell, transfer, assign or otherwise encumber (collectively, "Transfer") this Lease, or Transfer or sublease any Equipment, in whole or in part, without Our prior written consent. We may, without notice to You, Transfer Our interests in the Equipment and/or this Lease, in whole or in part, to a third party (an "Assignee"), in which case the Assignee will, to the extent of such Transfer, have all of Our rights and benefits but will not have to perform Our obligations (if any). Any Transfer by Us will not relieve Us of Our obligations hereunder. You agree not to assert against the Assignee any claim, defense or offset You may have against Us.

10. TAXES AND OTHER FEES. You are responsible for all taxes (including, without limitation, sales, use and personal property taxes, excluding only taxes based on Our income), assessments, license and registration fees and other governmental charges relating to this Lease or the Equipment (collectively "Governmental Charges"). Sales or use taxes due upfront will be payable over the Initial Term, with a finance charge. You authorize Us to pay any Governmental Charges as they become due, and You agree to reimburse Us promptly upon demand for the full amount. You agree to pay Us a fee for Our administration of taxes related to the Equipment. You also agree to pay Us upon demand (i) for all costs of filing, amending and releasing UCC financing statements, and (ii) a documentation/processing fee in the amount set forth on Page 1 (or as otherwise agreed to). You also agree to pay Us a fee for additional services We may provide to You at Your request during this Lease. If You so request, and We permit the early termination of this Lease, You acknowledge that there may be a cost or charge to You for such privilege. In connection with the expiration or earlier termination of this Lease, You agree to pay Us any Governmental Charges accrued or assessed but not yet due and payable, or Our estimate of such amounts. You agree that the fees and other amounts payable under this Lease may include a profit to Us and/or the Supplier.

11. DEFAULT; REMEDIES. You will be in default hereunder if: (1) You fail to pay any amount due hereunder within 15 days of the due date; (2) You breach or attempt to breach any other term, representation or covenant herein or in any other agreement now existing or hereafter entered into with Us or any Assignee; (3) an event of default occurs under any obligation You may now or hereafter owe to any affiliate of Us or any Assignee; and/or (4) You and/or any guarantors or sureties of Your obligations hereunder (i) die, (ii) go out of business, (iii) commence dissolution proceedings, (iv) merge or consolidate into another entity, (v) sell all or substantially all of Your or their assets, or there is a change of control with respect to Your or their ownership, (vi) become insolvent, admit Your or their inability to pay Your or their debts, (vii) make an assignment for the benefit of Your or their creditors (or enter into a similar arrangement), (viii) file, or there is filed against You or them, a bankruptcy, reorganization or similar proceeding or a proceeding for the appointment of a receiver, trustee or liquidator, or (ix) suffer a material adverse change in Your or their financial condition. If You default, We may do any or all of the following: (A) cancel this Lease, (B) require You to promptly return the Equipment pursuant to Section 12, (C) take possession of and/or render the Equipment (including any software) unusable (and for such purposes You hereby authorize Us and Our designees to enter Your premises, with or without prior notice or other process of law), and sell, lease or otherwise dispose of the Equipment on such terms and in such manner as We may in Our sole discretion determine, (D) require You to pay to Us, on demand, liquidated damages in an amount equal to the sum of (i) all Payments and other amounts then due and past due, (ii) all remaining Payments for the remainder of the Term discounted at a rate of 6% per annum, (iii) the residual value of the Equipment estimated by Us at the inception of this Lease (as shown in Our books and records), discounted at a rate of 6% per annum, (iv) interest on the amounts specified in clauses "i", "ii" and "iii" above from the date of demand to the date paid at the rate of 1.5% per month (or the maximum amount permitted by law if less), and (v) all other amounts that may thereafter become due hereunder to the extent that We will be obligated to collect and pay such amounts to a third party (such amounts specified in sub-clauses "i" through "v" referred to below as the "Balance Due"), and/or (E) exercise any other remedy available to Us under law. You also agree to reimburse Us on demand for all reasonable expenses of enforcement (including, without limitation, reasonable attorneys' fees and other legal costs) and reasonable expenses of repossessing, holding, preparing for disposition, and disposition ("Remarketing") of the Equipment, plus interest at the rate in sub-clause (iv) on the foregoing amounts from the date of demand to the date paid. In the event We are successful in Remarketing the Equipment, We shall give You a credit against the Balance Due in an amount equal to the present value of the proceeds received and to be received from Remarketing minus the above-mentioned costs (the "Net Proceeds"). If the Net Proceeds are less than the Balance Due, You shall be liable for such deficiency. Any delay or failure to enforce Our rights hereunder shall not constitute a waiver thereof. The remedies set forth herein are cumulative and may be exercised concurrently or separately.

12. RETURN OF EQUIPMENT. If You are required to return the Equipment under this Lease, You shall, at Your expense, send the Equipment to any location(s) that We may designate and pay Us a handling fee of $250.00. The Equipment must be properly packed for shipment, freight prepaid and fully insured, and must be received in Good Condition (defined in Section 7). All terms of this Lease, including Your obligation to make Payments and pay all other amounts due hereunder shall continue to apply until the Equipment is received by Us in accordance with the terms of this Lease. You are solely responsible for removing all data from any digital storage device, hard drive or other electronic medium prior to returning the Equipment or otherwise removing or allowing the removal of the Equipment from Your premises for any reason (and You are solely responsible for selecting an appropriate removal standard that meets Your business needs and complies with applicable laws). We shall not be liable for any losses, directly or indirectly arising out of, or by reason of the presence and/or use of any information, images or content retained by or resident in any Equipment returned to Us or repossessed by Us.

13. APPLICABLE LAW; VENUE; JURISDICTION; SEVERABILITY. This Lease shall be deemed fully executed and performed in the state of Iowa and shall be governed and construed in accordance with the laws of the state of Iowa. If Lessor or its Assignee shall bring any judicial proceeding in relation to any matter arising under this Lease, You hereby irrevocably agree that any such matter may be adjudged or determined in any court or courts in the state of Iowa or the state of Lessor's or its Assignee's principal place of business, or in any other court or courts having jurisdiction over You or Your assets, all at the sole election of Lessor or its Assignee. You hereby irrevocably submit generally and unconditionally to the jurisdiction of any such court so elected by Lessor or its Assignee in relation to such matters and irrevocably waive any defense of an inconvenient forum to the maintenance of any such action or proceeding. **YOU AND WE HEREBY WAIVE YOUR AND OUR RESPECTIVE RIGHTS TO A TRIAL BY JURY IN ANY LEGAL ACTION**. If any amount charged or collected under this Lease is greater than the amount allowed by law (an "Excess Amount"), then (i) any Excess Amount charged but not yet paid will be waived by Us and (ii) any Excess Amount collected will be refunded to You or applied to any other amount then due hereunder. Each provision hereof shall be interpreted to the maximum extent possible to be enforceable under applicable law. If any provision is construed to be unenforceable, such provision shall be ineffective only to the extent of such unenforceability without invalidating the remainder hereof.

14. DOLLAR PURCHASE. This Section only applies if You have a $1.00 Purchase Option. At the end of the Initial Term, You shall purchase the Equipment "AS IS, WHERE IS" for one dollar ($1.00); provided, however, We shall not be required to transfer Our interest in the Equipment to You until You have paid to Us all amounts then owing hereunder, if any. You agree that prior to entering into this Lease, You could have purchased the Equipment from the Supplier for a specific cash amount, but instead You hereby choose and agree to pay a higher amount (the "Time Price") to Us in installments over the Initial Term. The Time Price equals the Payment amount shown above multiplied by the total number of Payments to be paid over the Initial Term, plus $1.00. You agree that the Time Price represents only a higher purchase price and does not include an interest component or finance charge. However, if the Time Price should be determined or adjudicated to include an interest component or finance charge, then you agree that (i) each Payment shall be deemed to include an amount of pre-computed interest, (ii) the total pre-computed interest scheduled to be paid over the Initial Term is to be calculated by subtracting the amount We pay the Supplier ("Our Investment") from the Time Price, (iii) the annual interest rate deemed applicable to this transaction is the rate that will amortize Our Investment down to $1.00 by applying all periodic Payments as payments (and this rate calculation method assumes that each periodic Payment is received by Us on the due date), and (iv) none of the other fees or costs We may charge You pursuant to this Lease (including but not limited to UCC filing fees, late fees, documentation or processing fees) shall be considered interest or a finance charge.

15. MISCELLANEOUS. You shall furnish Us or an Assignee with current financial statements upon request by Us or an Assignee. You authorize Us or an Assignee to (a) obtain credit reports or make credit inquiries in connection with this Lease, and (b) provide Your credit application, information regarding Your Lease account to credit reporting agencies, potential Assignees, Vendors and parties having an economic interest in this Lease and/or the Equipment. This Lease may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same document; provided, however, only the counterpart which is marked "Original" and is in Our possession shall constitute chattel paper under the UCC. You acknowledge that You have received a copy of this Lease and agree that a facsimile or other copy containing Your faxed, copied or electronically transmitted signature may be treated as an original and will be admissible as evidence of this Lease. You waive notice of receipt of a copy of this Lease with Our original signature. You hereby represent to Us that this Lease is legally binding and enforceable against You in accordance with its terms.

Non-Appropriation Addendum

Wells Fargo Financial Leasing, Inc. | 800 Walnut, 4th floor | Des Moines, Iowa 50309 | Phone: 800-247-5083

Title of lease, rental or other agreement: **Equipment Lease Agreement** **(the "Agreement")**

Lessee/Renter/Customer: **County of Gunnison** **("Customer")**

This Addendum (this "Addendum") is entered into by and between Customer and Wells Fargo Financial Leasing, Inc. ("Company"). This Addendum shall be effective as of the effective date of the Agreement.

1. INCORPORATION AND EFFECT. This Addendum is hereby made a part of, and incorporated into, the Agreement as though fully set forth therein. As modified or supplemented by the terms set forth herein, the provisions of the Agreement shall remain in full force and effect, provided that, in the event of a conflict between any provision of this Addendum and any provision of the Agreement, the provision of this Addendum shall control.

2. GOVERNMENTAL PROVISIONS. Customer hereby represents, warrants and covenants to Company that: (a) Customer intends, subject only to the provisions of this Addendum, to remit to Company all sums due and to become due under the Agreement for the full term; (b) Customer's governing body has appropriated sufficient funds to pay all payments and other amounts due during Customer's current fiscal period; (c) Customer reasonably believes that legally available funds in an amount sufficient to make all payments for the full term of the Agreement can be obtained; and (d) Customer intends to do all things lawfully within its power to obtain and maintain funds from which payments due under the Agreement may be made, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable law. If Customer's governing body fails to appropriate sufficient funds to pay all payments and other amounts due and to become due under the Agreement in Customer's next fiscal period ("Non-Appropriation"), then (i) Customer shall promptly notify Company of such Non-Appropriation, (ii) the Agreement will terminate as of the last day of the fiscal period for which appropriations were received, and (iii) Customer shall return the Equipment to Company pursuant to the terms of the Agreement. Customer's obligations under the Agreement shall constitute a current expense and shall not in any way be construed to be a debt in contravention of any applicable constitutional or statutory limitations or requirements concerning Customer's creation of indebtedness, nor shall anything contained herein constitute a pledge of Customer's general tax revenues, funds or monies. Customer further represents, warrants and covenants to Company that: (a) Customer has the power and authority under applicable law to enter into the Agreement and this Addendum and the transactions contemplated hereby and thereby and to perform all of its obligations hereunder and thereunder, (b) Customer has duly authorized the execution and delivery of the Agreement and this Addendum by appropriate official action of its governing body and has obtained such other authorizations, consents and/or approvals as are necessary to consummate the Agreement and this Addendum, (c) all legal and other requirements have been met, and procedures have occurred, to render the Agreement and this Addendum enforceable against Customer in accordance with their respective terms, and (d) Customer has complied with all public bidding requirements applicable to the Agreement and this Addendum and the transactions contemplated hereby and thereby.

3. INDEMNIFICATION. To the extent Customer is or may be obligated to indemnify, defend or hold Company harmless under the terms of the Agreement, any such indemnification obligation shall arise only to the extent permitted by applicable law and shall be limited solely to sums lawfully appropriated for such purpose in accordance with Section 2 above.

4. REMEDIES. To the extent Company's remedies for a Customer default under the Agreement include any right to accelerate amounts to become due under the Agreement, such acceleration shall be limited to amounts to become due during Customer's then current fiscal period.

5. GOVERNING LAW. Notwithstanding anything in the Agreement to the contrary, the Agreement and this Addendum shall be governed by, construed and enforced in accordance with the laws of the state in which Customer is located.

6. MISCELLANEOUS. This Addendum, together with the provisions of the Agreement not expressly inconsistent herewith, constitutes the entire agreement between the parties with respect to the matters addressed herein, and shall supersede all prior oral or written negotiations, understandings and commitments regarding such matters. This Addendum may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to constitute one and the same agreement. Customer acknowledges having received a copy of this Addendum and agrees that a facsimile or other copy containing Customer's faxed, copied or electronically transmitted signature may be treated as an original and will be admissible as evidence of this Addendum.

Customer (identified above): County of Gunnison		**Wells Fargo Financial Leasing, Inc.**	
By:	Date: ____ / ____ / ____	By:	Date: ____ / ____ / ____
Print name:	Title:	Print name:	Title:
		Agreement Number:	
		Master Agreement Number (if applicable):	

SERVICE AGREEMENT

Gunnison County
221 N Wisconsin Street, Suite C
Gunnison, CO 81230

Invoices Billed To

Equipment Location

☒ Same as Bill To

EQUIPMENT:

Make	Model	Serial #	ID#
Oce'	Plotwave 345		

CONTRACT INFO:

Contract Includes[1] *(Supplies subject to delivery/freight charge)* ☒ **Equipment** ☐ **Printhead** ☒ **Drums/Dev**
☒ **Parts** ☒ **Labor** ☒ **Toner/Ink** ☒ **20# Bond** ☐ **Inkjet Paper** ☐ **Staples** ☐ **Maint Cartridge**

Initial Term: 1 year from date of installation

Base Rate *(Billed in Advance)*: $ 115.00

Billed *(Check One)* ☐ **Monthly** ☐ **Quarterly** ☐ **Annually** ☐ **Other** *(See Notes)*

Usage Charge[2]

B/W	Color	Square Foot	Other *(See Notes)*
$	$	$ .10	$

Usage Charge is Billed *(Check One)* ☐ **Monthly** ☒ **Quarterly** ☐ **Annually** ☐ **Other** *(See Notes)*

And Includes [ ] **B/W** [ ] **Color** [3000] **SF** [ ] **Other** *(See Notes)*

NOTES:

Customer	Contract Contact
Print Name & Title	Print Name & Title
Signature & Date	Signature & Date

Meter Contact Name & Email

[1] Misuse, abuse and moves are not included in this agreement. See terms for more information. [2] Click is 8½ x 11. Usage charge is based upon 5% toner coverage; usage rate may increase if percent coverage is over 5%.

CONTRACT TERMS & CONDITIONS

This document is subject to the current terms and conditions, by signing you agree to these terms.

Gunnison County 221 N Wisconsin Street, Suite C Gunnison, CO 81230

Customer Name

1. SERVICES

Services Provided:

- URS will make all inspections, adjustments and repairs necessitated by normal wear and tear or defects in material and workmanship. Agreement does not cover repairs and/or part replacements resulting from: abuse, accident, fire, water, lightning strikes, any natural disasters or acts of God, unauthorized and/or moving of equipment, use of materials detrimental to proper operation of device, failure to follow instructions provided in the equipment manual or other equipment accessories obtained from third party vendors.
- Service calls are on an as-needed basis during business hours: 8:00AM to 5:00PM, Monday through Friday.
- We may request assistance in remote troubleshooting to remedy or resolve the problem in minutes. Prior to any onsite assistance, a technician may initiate and perform remote diagnosis to facilitate problem resolution. Repairs on-site are subject to the customer providing immediate and unrestricted access to the system.
- For all contracted devices Manufactured OEM Supplies must be used and purchased from United Reprographic Supply Inc. In the event OEM Genuine Supplies are not used and damages are incurred to the device and/or parts as a result of this, you the customer will be held accountable for the total cost to replace the damaged item(s).

Services Provided for Software:

- URS will support original manufacturer's software for the contracted device.
- You are solely responsible for protecting and removing any confidential data/images stored on the Equipment.

Relocation of Equipment:

- Client agrees to assume responsibility for all costs associated with relocation of equipment. Costs will include all applicable de-installation and re-installation services, packaging as appropriate, transportation and all special rigging charges required to effect the relocation.
- Customer must ensure that the new location conforms at all times to the Manufacturer's requirements.
- URS must be notified prior to the equipment being moved.
- This agreement will not cover damages to equipment that is moved without assistance from URS representatives.

Preventive Maintenance:

- ☐ If checked, URS will provide a preventive maintenance or a service call (which includes a preventive maintenance cleaning) once every three months to keep your machine performing well and limit service problems.

2. YOUR OBLIGATIONS

- Provide Meter Readings: If readings are not provided by customer, an estimated reading(s) will be applied five days after the billing date and/or a technician will be dispatched to retrieve reading(s).
- Inform and keep URS up to date of Contact information for: meters, responsible party for machine upkeep, and decision maker.

3. SERVICES AGREEMENT TERM/ RENEWAL / TERMINATION / BREACH

Renewal and Expiration:

- Service Agreement will automatically renew every year for a one-year term unless a 60 day written notice of cancellation is received by a URS representative. Confirmation of this receipt will be sent to you, the customer.
- Pricing for renewal term shall be at URS's current rates which may be subject to an annual increase.

Agreement Termination:

- This Agreement is non-cancelable during the initial term or simultaneous with term of lease. After the initial term, a 60 day written cancellation is required and notice must be reviewed and confirmed valid by a URS Representative.
- Early cancellation may be subject to penalty if cancellation request is received after the renewal date. This includes but is not limited to, invoicing complete base charge and/or average monthly click charge until what would have been the next renewal.
- Upon bankruptcy, assignment for the benefit of creditors or insolvency of URS, this agreement will be terminated. In addition, you may also terminate this agreement at any time without penalty only by upgrading the Equipment with a replacement for another URS product. URS may terminate this Agreement by giving you written notice.
- Upon termination, you are responsible for returning all unused supplies covered by this agreement. Any supplies not returned will be billed to you.

4. BILLING AND PAYMENT TERMS

- All applicable taxes shall be added to the amount due unless you have provided proof of tax-exempt status.
- Payment is due promptly after you receive a URS invoice.
- URS can withhold service and supplies if payment is not received within 20 days after the date of URS's contracted invoice.
- While equipment is contracted, if account goes to delinquent/temporary C.O.D. status, services will be suspended until all outstanding invoices are paid in full. In the event the account goes into C.O.D. status, URS has the right to terminate the supply inclusive portion of the agreement.

5. DISCLAIMER OF WARRANTIES

URS disclaims any and all express and implied warranties with respect to equipment, services or software including but not limited to the implied warranties of merchantability and of fitness for a certain reason.

6. LIMITATION OF LIABILITY

Neither party shall be liable to the other for any indirect or consequential loss, loss of data or loss of profits, incidental damages, howsoever caused, including through negligence.

7. ADDENDA

The service agreement information section of this Agreement describes the Addenda, if any, containing additional or different terms and conditions which are applicable to this Agreement. You acknowledge having received these Addenda.

8. ENTIRE AGREEMENT / ASSIGNMENT / ATTORNEY'S FEES / GOVERNING LAW / FORCE MAJEURE

These terms and conditions, together with any applicable Addenda, constitute the entire agreement as to their subject matter and supersede all prior and contemporaneous oral and written agreements. URS may retain a reproduction (e.g., electronic image, photocopy, or facsimile) of this Agreement that shall be considered an original. Any terms on your ordering or confirmation documents shall be of no force or effect. In any action to enforce this Agreement, both parties agree to waive their right to a jury trial and to pay the prevailing party's costs and expenses, including reasonable attorney's fees. The law governing the interpretation and construction of this Agreement shall be that of the State in which Services are initially performed (including its choice of law rules). Neither party may assign this Agreement without the other party's prior written consent, such consent not to be unreasonably withheld.