

# RYAN

Business Systems, Inc.

"A Family-Owned Business-With a Lot of Pride When it Comes to Service"

## Commercial Purchase Agreement

Billing Address: Town of Canton  
4 Market Street, P.O. Box 168  
Collinsville, CT. 06022  
c/o Robert Skinner-CAO

Installation Address: Town Hall-Kyocera TA6052ci  
Town Clerk-Kyocera TA4002i  
Parks & Recreation-Kyocera 3011i TA2552C  
Library-Kyocera TA3011i TA2552C

Telephone #: 860-693-7837

Sales Rep: Jack T. Grezel

Customer agrees to purchase, and RYAN agrees to sell and deliver, the equipment described below in accordance with the prices, terms and conditions set forth herein.

Equipment and Accessories Ordered	Qty	Unit Price	60 Month FMV Lease Net Price
TA6052ci/DSDP/4,000 sheet saddle finisher w/hole punch/4-paper trays			\$196.33
TA4002i/RADP/cabinet/2-paper trays			\$77.75
TA3011i/RADP/cabinet/2-paper trays			\$68.40
TA3011i/RADP/cabinet/2-paper trays/Jamex 6557-JPC + Copy/print software			\$107.80
			60 month total: \$450.28 + taxes
Supply Items - Description	Qty	Unit Price	Net Price
Billed monthly based on Actual usage. Cblor @ \$.045 per image. B/W @ \$.059 per image.			
Includes all parts, labor, drum & toner. Excludes paper/staples.			

The Total Pricing Is As Follows:

1. Cash Sale Price .....	\$	<u>"see lease"</u>
2. Supply Item Total .....	\$	_____
3. Sales Tax (8%) ..(6.35%).....	\$	_____
4. Total Cash Price (Line 1 + 2 + 3).....	\$	_____
5. Cash Down Payment (15% of Line 3) or P.O. # .....	\$	_____
6. Balance Due At Installation .....	\$	<u>\$0.00</u>

Page 1 of 2 - Customer Initials: RHS

Above pricing includes the delivery, networking, on-site training and the removal & return to the lease company of the 4 existing copiers coming off lease.

Corporate Office: 455 Governor's Highway - South Windsor, CT 06074 · 860/528-9881 · Fax 860/528-3512

Branch Office: 4 Oxford Road · Milford, CT 06460 · 203/877-7159 · Fax 203/877-7365

# RYAN

Business Systems, Inc.

"A Family-Owned Business-With a Lot of Pride When it Comes to Service"

## Additional Terms and Conditions (Page 2 of 2)

1. RYAN Warrants the Equipment will be free of defects in material and workmanship for a period of ninety (90) days after the "Equipment Installation Date". During the Warranty period, RYAN will keep the Equipment in good working order, and will make without additional charges all necessary adjustments, repairs and parts replacements. Service pursuant to above Warranties will be furnished by RYAN during RYAN's NORMAL WORKING HOURS. Service after these hours, shall be furnished at RYAN's rates then in effect. This Warranty does not extend to any Machine which has been (a) subject to misuse, neglect or accident, or (b) repaired or altered by other than RYAN's Authorized Service Representatives.
2. Title to each item of Equipment shall pass to the Customer only upon full payment therefore, but risk of loss shall pass upon its delivery by RYAN to Customer. Customer shall pay RYAN's actual and reasonable costs permitted by law, said fee not to exceed 25% of the amount due hereunder. This agreement shall not be assignable by Customer without RYAN's prior written consent and any attempted assignment without such consent shall be void.
3. All personal property taxes assessable on the Equipment shall be borne by the Customer.
4. RYAN will, at no additional charge, train in the operation of the Equipment.

Customer Acceptance:



Signature

Chief Administration Officer

Title

4-20-17

Date

Accepted by RYAN:

This 20<sup>th</sup> day of April 2017

By 

Title: Account Executive

Purchase Order Number (if applicable)





LEASE AGREEMENT

1720A Crete Street, Moberly, MO 65270
Phone: 800-662-3759, Fax: 800-426-2626

LESSEE LEGAL NAME: Town of Canton
Tax ID#: 066002383
Telephone No: 8606937837
Billing Address: PO Box 168, Collinsville, CT 06022
Equipment Location: 4 Market Street, Canton, CT 06019
EQUIPMENT DESCRIPTION: (indicate quantity, new or used and include make, model, serial # and all attachments - see below and/or attached Schedule A)
Unit Quantity, Description of Equipment Leased, Make and Type, Model Number, Serial Number
\* PLEASE REFER TO SCHEDULE A
BASE TERM IN MONTHS: 60
TOTAL NUMBER OF LEASE PAYMENTS: 60 @ \$450.28 (plus taxes)
END OF LEASE PURCHASE OPTION:
[X] Fair market value, plus taxes
10% of Equipment cost, plus taxes
\$1.00, plus taxes
(a) Advance Payment: \$0.00
(b) Security Deposit: \$0.00
(c) Documentation Fee: \$95.00
Total due a + b + c =: \$95.00
\*\*If more than one lease payment is required as an Advance Payment, the balance will be applied to lease payments in inverse order, starting with the last lease payment.
Your obligation to pay all amounts and perform all other obligations is non-cancellable, absolute, unconditional and not subject to abatement, set-off or defense.

TERMS AND CONDITIONS

In this agreement ("Lease"), "we," "our," and "us" refers to LEAF Capital Funding, LLC as Lessor and "you" and "your" refer to the Lessee. You agree to lease the Equipment upon the following terms and conditions:
1. LEASE PAYMENTS AND TERM: The Lease is enforceable on you upon your execution. The term of the Lease shall commence on the date the Equipment is delivered to you ("Lease Commencement Date"). The first Lease Payment shall be due on the date we specify in the month following the Lease Commencement Date as set forth in our invoice, and the remaining Lease Payments will be due on the same day of each subsequent month (each, a "Payment Date") until paid in full. The Base Term shall commence on the date one month prior to the first Payment Date. We may charge you a portion of one Lease Payment for the period from the Lease Commencement Date until the first day of the Base Term ("Interim Rent"). The Interim Rent shall be due as invoiced. We may adjust the Lease Payments up to 15% if the actual costs are different than the estimate used to calculate the Lease Payments.
2. DELIVERY, ACCEPTANCE, USE AND REPAIR: You are responsible for Equipment delivery and installation. You unconditionally accept the Equipment upon the earlier of (a) your oral or written acceptance of the Equipment, or (b) 10 days after delivery of the Equipment. You authorize us to fill in the Lease Commencement Date, serial numbers and other information. You will not move the Equipment from the above location without our written consent and are responsible for maintaining the Equipment in good repair. We are not responsible for Equipment or vendor failures.
3. INDEMNIFICATION: You agree to indemnify, defend and hold us harmless from and against any losses, damages, penalties, claims and suits, including attorneys' fees and expenses related to the ordering, manufacture, installation, ownership, condition, use, lease, possession, delivery or return of Equipment.
4. LEASE EXPIRATION, RENEWAL: Unless you notify us at least 90 days prior to the expiration of the Lease of your election to return or purchase the Equipment, this Lease will renew on a month-to-month basis at the same monthly Lease Payment until you either exercise the purchase option or provide us with at least 90 days notice and return the Equipment. If you return the Equipment, (i) it must be to the location we designate and you are responsible for all return costs and we may charge a Restocking Fee equal to one Lease Payment, and (ii) you must securely remove all data from any and all disk drives or magnetic media prior to returning the Equipment (and you are solely responsible for selecting an appropriate removal standard that meets your business needs and complies with applicable laws). You will pay us for any loss in value resulting from failure to maintain the Equipment in accordance with this Lease or for damages incurred in shipping and handling. If you exercise a purchase option we will convey all of our interest in such Equipment to you on an AS-IS WHERE IS basis without representation or warranty.
5. LATE FEES AND CHARGES: If any amount is not paid within three (3) days of when due, you agree to pay us a late charge equal to the lesser of 10% of the amount past due or the maximum legal amount. Amounts which are not paid within 30 days of when due shall accrue interest at 1.5% per month (or if less, the maximum legal rate) until paid. You agree to pay \$25 for each pay by phone and \$35 for each returned payment.
6. NO WARRANTY: We do not manufacture the Equipment and you have selected the Equipment and the supplier. WE MAKE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PURPOSE AND ARE NOT RESPONSIBLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.
7. INSURANCE, RISK OF LOSS: You bear all risk of loss or damage to the Equipment from its order until it is returned in the required condition or purchased by you ("Risk Period"). During the Risk Period you will maintain property and liability insurance on the Equipment acceptable to us, naming us loss payee and additional insured. If you do not provide us with proof of such insurance, we may secure insurance on the Equipment to cover our interests (and only our interests). If we obtain such insurance, you will pay us an additional amount for the cost of such insurance and an administrative fee, the cost of which may be more than the cost to obtain your own insurance and on which we may make a profit.
8. OWNERSHIP AND TAXES: We own the Equipment (excluding licensed software). If you are deemed to own it, you grant us a security interest in the Equipment. You authorize us to file UCC financing statements to confirm our interest. You will pay, when due, all taxes, fines and penalties relating to the purchase, use, leasing and/or ownership of the Equipment. If we pay any taxes, (including property tax), fees or penalties on your behalf, you will pay us the amount we paid plus an administrative fee. You agree to pay us the documentation fee specified above or if not so specified, the greater of either \$125 or 0.5% of the Equipment cost. If we require an Equipment site inspection, or you request administrative services, you agree to reimburse our costs.
9. DEFAULT: If you or any guarantor do not pay us any amount within ten (10) days of its due date, or breach any terms of this Lease, any guaranty or any license relating to the Equipment, you will be in default. If you default, we may require you to do any combination of the following: (a) immediately pay all amounts then due, plus the present value of the remaining Lease Payments, Interim Rent and residual value of the Equipment, as determined by us, discounted at an annual rate of 3%; (b) return all of the Equipment; (c) allow us to repossess the Equipment; or (d) use any and all remedies available to us under applicable law. If you default, you agree to pay the cost of repossession and our attorney's fees and costs. In addition to all other charges and as reimbursement for expenses incurred and not as a penalty, we may require you to reimburse us for the phone calls, letters, and any additional expense incurred in the collection or servicing of this Lease for you. If we take possession of the Equipment, we may sell or otherwise dispose of it with or without notice, at a public or private sale, and apply the net proceeds (after we have deducted all costs related to the sale or disposition of the Equipment) to the amounts that you owe us. You agree that if notice of sale is required by law, 10 days' notice shall constitute reasonable notice. You remain responsible for any amounts that are due after we have applied such net proceeds. We may apply any security deposits to your obligations and if you do not default, the balance will be refunded without interest.
10. ASSIGNMENT: You have no right to sell or assign the Equipment or Lease. We may sell or assign our rights in the Lease and/or Equipment and the new owner will have all our rights but will not be subject to any claim or defense you have against us.
11. ARTICLE 2A: You agree this Lease is a "finance lease" as defined in Article 2A of the Uniform Commercial Code. You waive all rights and remedies conferred upon a lessee by Article 2A (508-522) of the UCC. You have received a copy of the Supply Contract or been informed of the identity of the Supplier and you may have rights under the Supply Contract and may contact the Supplier for a description of those rights.
12. CREDIT INFORMATION: You authorize us or any of our affiliates to obtain credit bureau reports, and make other credit inquiries that we deem necessary.
13. CHOICE OF LAW: THIS LEASE WILL BE GOVERNED BY PENNSYLVANIA LAW. YOU CONSENT TO JURISDICTION IN THE STATE OR FEDERAL COURTS IN PENNSYLVANIA AND WAIVE ANY RIGHT TO A TRIAL BY JURY.
14. MISCELLANEOUS: This Lease is the parties' entire agreement and can be amended only in writing signed by both parties. This Lease may be executed in counterparts (manually or by electronic means) and, when transmitted to us shall be binding upon you for all purposes. This Lease is not binding on us until we sign it. You agree not to raise as a defense to the enforcement of this Lease that it was executed or transmitted to us by electronic means. You will use the Equipment only for business purposes and not for personal, family or household use.

ACCEPTED BY LESSEE: Town of Canton
Print Name: Robert H. Skinner
Title: Chief Administrative Officer
E-Mail Address: rskinner@townofcantondc.org
Date: 4-20-17
X [Signature] Lessee Authorized Signature

PERSONAL GUARANTY: Undersigned guarantees that Lessee will make all payments and perform all other obligations under the Lease when due. Undersigned agrees that this is a guaranty of payment and not of collection, and that we can proceed directly against undersigned without first proceeding against Lessee or the Equipment. Undersigned also waives all suretyship defenses and notification if the Lessee is in default and consents to any extensions or modifications granted to Lessee. Undersigned will pay us all expenses (including attorneys' fees) we incur in enforcing our rights against undersigned or Lessee. If more than one person signs this guaranty, each agrees that his/her liability is joint and several. Undersigned authorizes us and our affiliates to obtain credit bureau reports and make inquiries regarding undersigned's personal credit. You consent to jurisdiction in the State or Federal courts in Pennsylvania and expressly waive any right to a trial by jury.

SIGNED X \_\_\_\_\_ Print Name: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_
Accepted by: LEAF Capital Funding, LLC By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_



SCHEDULE A TO LEASE AGREEMENT  
(EQUIPMENT DESCRIPTION)

Lease Application No.: **398953**

QNT	Equipment Description	New/Used	Make	Model	Serial Number
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Location: 4 Market Street, Canton, CT 06019

1	Kyocera TA 6052ci Copier System	New			
1	Kyocera TA 4002i Copier System	New			
2	<del>Kyocera TA 3041i Copier System</del>	New			
2	Kyocera TA 2552ci Copier	New		-g16 rls	

LESSEE: Town of Canton

LEAF CAPITAL FUNDING, LLC

BY:

BY: \_\_\_\_\_

PRINT NAME: Robert H. Skinner

PRINT NAME: \_\_\_\_\_

TITLE: CAO

TITLE: \_\_\_\_\_

DATE: 4-20-17

DATE: \_\_\_\_\_





## State and Local Government Addendum

Reference: Application No. 398953

This State and Local Government Addendum (this "Addendum") is made part of the Agreement related to the above referenced application number ("Agreement") between **LEAF Capital Funding, LLC** ("we" "us" and "ours") and **Town of Canton** ("you" and "your"). Capitalized terms used but not defined will have the meaning given to them in the Agreement. If there is any conflict between the terms of this Addendum and the terms of the Agreement, the terms of this Addendum will control and prevail. The parties hereby agree as follows:

**1. Funding Intent.** You reasonably believe that funds can be obtained sufficient to make all Payments set forth in the Agreement and any other amounts owed during the term of the Agreement. You agree that your chief executive or administrative officer (or your administrative office that has the responsibility of preparing the budget submitted to your governing body, as applicable) will provide for funding for such payments in your annual budget request submitted to your governing body. You covenant that you will do all things lawfully within your power to obtain, maintain and properly request and pursue funds from which the Payments may be made, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using your best efforts to have such portion of the budget approved and exhausting all available administrative reviews and appeals in the event such portion of the budget is not approved. If your governing body chooses not to appropriate funds for such payments, you agree that your governing body will evidence such nonappropriation by omitting funds for such payments due during the applicable fiscal period from the budget that it adopts. You and we agree that your obligation to make payments under the Agreement will be your current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in the Agreement will be interpreted as a pledge of your general tax revenues, funds or moneys.

**2. Nonappropriation of Funds.** If (a) sufficient funds are not appropriated and budgeted by your governing body in any fiscal period for Payments set forth in the Agreement or any other amounts owed to us and (b) you have exhausted all funds legally available for such payments due under the Agreement (together, a "Non-Appropriation Event"), then you will give us not less than ninety (90) days written notice (a "Termination Notice") and the Agreement will terminate as of the last day of your fiscal period for which funds for such payments are available ("Termination Date"). Such termination is without any expense or penalty, except for the portions of such payments and those expenses associated with your return of the Equipment in accordance with the Agreement for which funds have been budgeted or appropriated or are otherwise legally available. You agree that, to the extent permitted by law, you will not terminate the Agreement if any funds are appropriated by you or to you for the acquisition or use of equipment or services performing functions similar to the Equipment during your fiscal period in which such termination would occur. You shall (i) on or before the Termination Date, return the Equipment in accordance with the return requirements set forth in the Agreement, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to us, upon our request, an opinion of your counsel (addressed to us) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay us all sums payable to us under the Agreement up to and including the Termination Date. You acknowledge and agree that, in the event of the termination of the Agreement and the return of the Equipment as provided for herein, you shall have no interest whatsoever in the Equipment or proceeds thereof and we shall be entitled to retain for our own account the proceeds resulting from any disposition or releasing of the Equipment along with any advance rentals, security deposits or other sums previously paid by you pursuant to the terms of the Agreement.

**3. Authority and Authorization.** You represent and agree that: (a) you are a state or a political subdivision or agency of a state; (b) the entering into and performance of the Agreement is authorized under your state laws and Constitution and does not violate or contradict any judgment, law, order, or regulation, or cause any default under any agreement to which you are party; (c) you have complied with all bidding requirements and, where necessary, have properly presented the Agreement for approval and adoption as a valid obligation on your part; and (d) you have sufficient appropriated funds or other moneys available to pay all amounts due under the Agreement for your current fiscal period. Upon our request, you agree to provide us with an opinion of counsel as to clauses (a) through (d) above, an incumbency certificate, and other documents that we request, with all such documents being in a form satisfactory to us.

**4. Government Use.** You agree that (a) you will comply with all information reporting requirements of the Internal Revenue Code of 1986, as amended, including but not limited to the execution and delivery to us of information statements requested by us, and (b) the use of the Equipment is essential for your proper, efficient and economic operation, you will be the only entity to use the Equipment during the term of the Agreement and you will use the Equipment only for your governmental purposes. Upon our request you will provide us with an essential use letter in a form satisfactory to us as to clause (b) above.

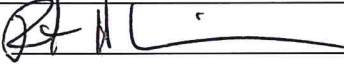
**5. Insurance.** You agree to provide and maintain at your own expense (a) property insurance against the loss, theft, destruction of, or damage to, the Equipment for its full replacement value, naming us as loss payee, and (b) public liability and third party property insurance, naming us as an additional insured. You will give us certificates or other evidence of such insurance on the Equipment at such times as we request. All insurance obtained from a third party insurer will be in a form, amount and with companies acceptable to us, and will provide that we will be given 30 days' advance notice of any cancellation or material change of such insurance. If you do not provide us with proof of such insurance, we may secure insurance on the Equipment to cover our interests (and only our interests). If we obtain such insurance, you will pay us an additional amount for the cost of such insurance and an administrative fee, the cost of which may be more than the cost to obtain your own insurance and on which we may make a profit.

**6. Indemnification.** With respect to any claims, actions, or suits that are made against us as a result of your actions, omissions, negligence or willful misconduct ("Claims"), to the extent permitted by law, you agree to reimburse us for, and if we request, defend us against, any such Claims.

**7. Choice of Law.** Regardless of any conflicting provision in the Agreement, **THE AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE IN WHICH YOU ARE LOCATED.**

8. This Addendum supplements and amends the Agreement only to the extent and in the manner set forth, and in all other respects, the Agreement will remain in full force and effect.

IN WITNESS WHEREOF the parties hereto, by their authorized signatories, have executed this Addendum at the date set forth below their respective signatures.

<b>CUSTOMER: Town of Canton</b>	<b>LEAF CAPITAL FUNDING, LLC</b>
By: 	By: _____
Print	Print
Name: <u>Robert H. Skinner</u>	Name: _____
Title: <u>CAO</u>	Title: _____
Date: <u>4-20-17</u>	Date: _____



# RYAN

Business Systems, Inc.

Corporate Office: 455 Governor's Highway | South Windsor, CT 06074  
 Branch Office: 4 Oxford Road | Milford, CT 06460  
 (800) 842-1916 | (860) 528-9881 | Fax: (860) 528-3512

## MAINTENANCE AGREEMENT

Salesperson JACK T. GREZEL Order Date      /      /     

<b>Customer:</b>	<b>Customer Account:</b>	<b>Equipment Location:</b>	<b>Customer Account:</b>
Company: <b>TOWN OF CANTON CONNECTICUT</b>	Company: <b>SEE LOCATIONS BELOW</b>		
Address: <b>4 MARKET STREET, P.O. BOX 168</b>		Address:	
City: <b>COLLINSVILLE</b>	State: <b>CT</b>	Zip: <b>06022</b>	City:                      State:                      Zip:
Contact: <b>ROBERT SKINNER</b>	Phone#: <b>860-693-7837</b>		Contact:                      Phone#:
Email Address: <b>RSkinner@townofcanton.org</b> Fax #:		For each unit of Equipment listed, you shall select a meter read collection option and indicate specific contact and location (if different than above) in the space allotted in the table below or in any Addendum to this Agreement.	

Customer hereby orders maintenance service and RYAN Business Systems, Inc. ("RYAN") agrees to furnish such service for the personal property listed below ("Equipment") at the charges stated herein, in accordance with the terms and conditions specified herein and on the reverse side hereof.

<b>Base Charge Billing Cycle</b>	<b>Consumables Inclusive</b>	<b>PO Required</b>	<b>Key to Meter Read Collection Options</b>
<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other _____	<input checked="" type="checkbox"/> Toner (Excludes Clear) <input checked="" type="checkbox"/> Other <u>staples</u>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	E = Email F = Fax W = <u>myAWARE</u> Remote (at 2nd address only) R = RYAN website
<b>Excess Per Image Charge Billing Cycle</b>	<b>Coverage Plan</b>	PO# _____	
<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other _____	<input type="checkbox"/> Per Unit <input checked="" type="checkbox"/> Fleet	<b>Initial Contract Term</b>	_____ to _____

Model	Serial #	Start Meter B & W      Color	Covered Images per unit or Fleet included in Base Charge B & W      Color	Per Image Charge in excess of Covered Images B & W      Color	Base Charge per unit or Fleet	Meter Method
TA6052ci			USAGE      USAGE	\$.0059      \$.045		
Contact: <u>Claydia Nardi</u>		Phone #: <u>860-693-7841</u>		Fax #:		
Equipment Location: <u>TOWN HALL</u>			Email Address: <u>C.Nardi@TownofCantonCT.org</u>			
TA4002i			USAGE	\$.0059		
Contact: <u>Linda Smith</u>		Phone #: <u>860-693-7870</u>		Fax #:		
Equipment Location: <u>TOWN CLERK</u>			Email Address: <u>L.Smith@TownofCantonCT.org</u>			
JA3011i	TA2552ci		USAGE	\$.0059      \$.045		
Contact: <u>Sarah McCusker</u>		Phone #: <u>860-693-5800</u>		Fax #:		
Equipment Location: <u>PARKS AND RECREATION</u>			Email Address: <u>S.McCusker@TownofCantonCT.org</u>			
JA3011i	TA2552ci		USAGE	\$.0059      \$.045		
Contact: <u>Joshua Medeiros</u>		Phone #: <u>860-693-5808</u>		Fax #:		
Equipment Location: <u>LIBRARY</u>			Email Address: <u>J.Medeiros@TownofCantonCT.org</u>			
Contact:		Phone #:		Fax #:		
Equipment Location:			Email Address:			
<b>Subtotal from Supplemental Addendum</b>						
					<b>Subtotal</b>	
					<b>Tax</b>	
					<b>Total</b>	

BY SIGNING BELOW, CUSTOMER AGREES TO PURCHASE THE MAINTENANCE SERVICES SPECIFIED ABOVE. CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT, CONSISTING OF 2 PAGES INCLUDING THIS FACE PAGE. THE ADDITIONAL TERMS AND CONDITIONS ON PAGE 2 HEREOF AND IN ANY ADDENDUM(S) HERETO, ARE INCORPORATED AND MADE A PART OF THIS AGREEMENT.

Customer's Authorized Signature [Signature]

Printed Name Robert H. Skinner Title CAO Date 4-20-17



## ADDITIONAL TERMS AND CONDITIONS

1. **TERM OF AGREEMENT:** This Agreement is effective from the commencement date described on the reverse side hereof and shall continue for an initial term of one (1) year. Thereafter, this Agreement shall automatically renew for the same successive period of time without the requirement of obtaining renewal signatures and upon the same Terms and Conditions as stated herein. The renewal shall be subject to any price/rate increase (not to exceed 10% per year), and at any twelve (12) month interval thereafter.

This Agreement may be terminated by either party on thirty (30) days written notice, effective at the end of the twelfth month of any annual term. Such termination shall affect only future obligations and liabilities and not any of the past liabilities or obligations. In the event of termination, all unused Toner that is included in this Agreement at no charge shall be returned to RYAN on demand. In addition, in the event that customer fails to return any unused consumable supplies at the end of this Agreement, RYAN reserves the right to invoice customer for such unused consumable supplies upon termination of this Agreement by either party. The customer shall not be entitled to any refund.

2. **SERVICE AND SUPPLIES:** All service under this Agreement will be performed by RYAN Technicians at the installation location identified on the reverse side hereof, Monday through Friday during the hours of 8:30 a.m. through 5:00 p.m., excluding RYAN observed holidays. Service under this Agreement includes replacement of all standard Parts and Drums required to maintain the Equipment in good operating condition in accordance with performance specifications, and labor necessary to make such replacement Parts, Drums and technical adjustments, cleaning and lubricating. External Panels, Paper Cassettes, Platen Covers, Trays and other similar items are not included. In the event that replacement Parts are no longer readily available from the original manufacturer of Equipment, RYAN shall be released from obligations pursuant to this Agreement. Any unearned portion of prepaid charges hereunder, may be refunded to the Customer.

Toner is included in this Agreement, to be delivered at accepted intervals in quantities as usage dictates, as determined by RYAN. Other consumable supplies such as; Paper, Staples and Waste Trays are not included in this Agreement. Title to all supplies furnished hereunder, including consumable parts such as drums, remains with RYAN. This Agreement does not include supply shipping costs.

Consumable supply usage is based on published manufacturer yields. Should customer's use of consumable supplies exceed the published yields for a particular piece of equipment by more than 10%, customer agrees to pay additional charges for such excess usage. Customer may purchase additional Toner from RYAN, if required during the term.

Customer shall provide meter readings to RYAN and inventory levels of consumable supplies at their site, upon request from RYAN.

3. **PAYMENT:** Payment is due within thirty (30) days of invoice date. If the customer fails to make such payment due hereunder: (1) RYAN may (a.) refuse to continue to service and/or provide parts and consumable supplies for the Equipment as identified on the reverse side hereof, until past due balance has been satisfied (b.) furnish service and/or parts and consumable supplies on a C.O.D. Per Call basis, at the price and rate then regularly charged by RYAN for such service and/or parts and consumable supplies. (2) The customer agrees to pay RYAN's costs and expenses of collection, including reasonable attorney's fees permitted by law.
4. **RECONDITIONING:** In the event that, in the sole discretion of RYAN, Equipment is in need of rebuilding or reconditioning such that basic maintenance cannot keep Equipment in satisfactory operating condition, RYAN will submit a cost estimate for such repairs, which will be in addition to ordinary maintenance charges provided herein. If such work is authorized by the customer, RYAN will provide a loaner unit (at no additional cost) while Equipment is being reconditioned. A separate invoice for the reconditioning work

will be rendered thereafter. If the customer does not authorize such reconditioning, RYAN may elect to terminate this Agreement after giving customer thirty (30) days written notice, and RYAN may continue to provide service on a per call basis, at the then current rates, if customer so elects.

5. **CHARGEABLE SERVICES:** (1) Labor, Parts, Drums, Toner and expenses necessary to repair damage caused by accident, misuse, abuse, neglect, theft, vandalism, improper voltage, power surges or outages, heating, cooling or humidity ambient conditions, fire, water, act of God, or use of supplies, parts, and software other than those provided by RYAN, service performed by personnel other than RYAN personnel, as well as, alterations made to Equipment, are not covered under this Agreement. A separate estimate will be provided for required work. (2) Emergency Service required by the customer to be performed outside RYAN's normal business hours, will be invoiced at RYAN's then current hourly rates for overtime labor. (3) Requirements for de-install, re-install or re-location of equipment are not covered under this Agreement. A separate estimate and invoice shall be rendered for such services which are outside of the scope of this Agreement. (4) Service Calls resulting from problems not connected with the equipment, such as; telephone or other lines connecting Equipment to a common carrier, may result in RYAN performing the service call at then current time and material rates. (5) All Network Calls are included during the first ninety (90) days of this Agreement. After the initial ninety (90) days, Network Calls that are unrelated to Canon Equipment will be invoiced at RYAN's prevailing rate for either Phone and/or On-site Support.

6. **KEY OPERATOR:** Customer will identify a key operator or key operators who will be trained by RYAN in the use and care of the equipment, at no additional cost to the customer. They shall be responsible for the following: (1) Operation of Unit - use of proper paper and paper loading procedures; periodic cleaning of scan and copy glasses; removal of minor paper jams (2) Placement of Service Calls - promptly notify RYAN via telephone, Fax or RYAN Website, by providing equipment ID#, current meter reading and nature of problem or error codes, as required by RYAN (3) Meter Reading Reporting - customer agrees to provide true and accurate meter readings by submitting to RYAN via RYAN Website, Email, Telephone or Fax, as required by RYAN. If accurate meter readings are not provided on a timely basis, RYAN reserves the right to estimate the meter reading from previous meter readings. Appropriate adjustments will be made to subsequent billing cycles following receipt of actual and accurate meter reading.

As part of its Services, Customer acknowledges and agrees that RYAN may utilize the imageWARE Remote feature of the Equipment to receive software updates and transmit use and service data accumulated by the Equipment, over your network, by means of an HTTPS protocol and to store, analyze and use such data for purposes related to servicing the Equipment and product improvement.

7. **GOVERNING LAW:** This Agreement shall be governed by and construed according to the laws of the State of Connecticut.
8. **ASSIGNMENT:** This Agreement is non-transferable by the customer, except with the written consent of RYAN.
9. **MISCELLANEOUS:** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof.
- All charges set forth on the reverse side hereof are exclusive of taxes.
10. **ELECTRONIC ACCEPTANCE:** Customer agrees that RYAN may accept an electronic image of this Agreement as an original, and that electronic copies of customer signature will be treated as an original for all purposes.

Customer Initials \_\_\_\_\_ Date \_\_\_\_\_



# RYAN

Business Systems, Inc.

## MAINTENANCE AGREEMENT

Corporate Office: 455 Governor's Highway | South Windsor, CT 06074  
 Branch Office: 4 Oxford Road | Milford, CT 06460  
 (800) 842-1916 | (860) 528-9881 | Fax: (860) 528-3512

Salesperson JACK T. GREZEL Order Date      /      /     

Customer:	Customer Account:	Equipment Location:	Customer Account:
Company: TOWN OF CANTON CONNECTICUT		Company: SEE LOCATIONS BELOW	
Address: 4 MARKET STREET, P.O. BOX 168		Address:	
City: COLLINSVILLE	State: CT Zip: 06022	City:	State: Zip:
Contact: ROBERT SKINNER	Phone#: 860-693-7837	Contact:	Phone#:
Email Address: RSkinner@townofcanton.org Fax #:		For each unit of Equipment listed, you shall select a meter read collection option and indicate specific contact and location (if different than above) in the space allotted in the table below or in any Addendum to this Agreement.	

Customer hereby orders maintenance service and RYAN Business Systems, Inc. ("RYAN") agrees to furnish such service for the personal property listed below ("Equipment") at the charges stated herein, in accordance with the terms and conditions specified herein and on the reverse side hereof.

Base Charge Billing Cycle	Consumables Inclusive	PO Required	Key to Meter Read Collection Options
<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other _____	<input checked="" type="checkbox"/> Toner (Excludes Clear) <input checked="" type="checkbox"/> Other staples	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	E = Email F = Fax M = ImageWARE Remote (meter read) only R = RYAN Remote
Excess Per Image Charge Billing Cycle	Coverage Plan	PO#	
<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other _____	<input type="checkbox"/> Per Unit <input checked="" type="checkbox"/> Fleet	Initial Contract Term	5/11/17 to 5/11/18

Model	Serial #	Start Meter B & W Color	Covered Images per unit or Fleet included in Base Charge B & W Color	Per Image Charge in excess of Covered Images B & W Color	Base Charge per unit or Fleet	Meter Method
TA255	N681Y05146	21,779	USAGE	\$ .0059		
Contact: <u>Claire Cote</u>		Phone #: <u>860-693-5811</u>	Fax #: <u>165</u>	Equipment Location: <u>SENIOR SOCIAL SERVICES ID#S7141</u> Email Address: <u>ccote@townofcantonct.org</u>		
TA255	N681Y04969	13,354	USAGE	\$ .0059		
Contact: <u>Sarah McCusker</u>		Phone #: <u>860-693-5800</u>	Fax #:	Equipment Location: <u>LIBRARY ID#S7146</u> Email Address: <u>SMcCusker@cantonalib.org</u>		
TA255	N681Y05149	80,742	USAGE	\$ .0059		
Contact: <u>Cassie Hughes</u>		Phone #: <u>860-693-7849</u>	Fax #:	Equipment Location: <u>FINANCE ID#S7145</u> Email Address: <u>CHughes@TownofCantonCT.org</u>		
Contact:		Phone #:	Fax #:	Equipment Location:		
Contact:		Phone #:	Fax #:	Equipment Location:		
Contact:		Phone #:	Fax #:	Equipment Location:		
Subtotal from Supplemental Addendum						
					Subtotal	
					Tax	
					Total	

BY SIGNING BELOW, CUSTOMER AGREES TO PURCHASE THE MAINTENANCE SERVICES SPECIFIED ABOVE. CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT, CONSISTING OF 2 PAGES INCLUDING THIS FACE PAGE. THE ADDITIONAL TERMS AND CONDITIONS ON PAGE 2 HEREOF AND IN ANY ADDENDUM(S) HERETO, ARE INCORPORATED AND MADE A PART OF THIS AGREEMENT.

Customer's Authorized Signature [Signature]  
 Printed Name Robert H. Skinner Title CAO Date 4-26-17



## ADDITIONAL TERMS AND CONDITIONS

1. **TERM OF AGREEMENT:** This Agreement is effective from the commencement date described on the reverse side hereof and shall continue for an initial term of one (1) year. Thereafter, this Agreement shall automatically renew for the same successive period of time without the requirement of obtaining renewal signatures and upon the same Terms and Conditions as stated herein. The renewal shall be subject to any price/rate increase (not to exceed 10% per year), and at any twelve (12) month interval thereafter.

This Agreement may be terminated by either party on thirty (30) days written notice, effective at the end of the twelfth month of any annual term. Such termination shall affect only future obligations and liabilities and not any of the past liabilities or obligations. In the event of termination, all unused Toner that is included in this Agreement at no charge shall be returned to RYAN on demand. In addition, in the event that customer fails to return any unused consumable supplies at the end of this Agreement, RYAN reserves the right to invoice customer for such unused consumable supplies upon termination of this Agreement by either party. The customer shall not be entitled to any refund.

2. **SERVICE AND SUPPLIES:** All service under this Agreement will be performed by RYAN Technicians at the installation location identified on the reverse side hereof, Monday through Friday during the hours of 8:30 a.m. through 5:00 p.m., excluding RYAN observed holidays. Service under this Agreement includes replacement of all standard Parts and Drums required to maintain the Equipment in good operating condition in accordance with performance specifications, and labor necessary to make such replacement Parts, Drums and technical adjustments, cleaning and lubricating. External Panels, Paper Cassettes, Platen Covers, Trays and other similar items are not included. In the event that replacement Parts are no longer readily available from the original manufacturer of Equipment, RYAN shall be released from obligations pursuant to this Agreement. Any unearned portion of prepaid charges hereunder, may be refunded to the Customer.

Toner is included in this Agreement, to be delivered at accepted intervals in quantities as usage dictates, as determined by RYAN. Other consumable supplies such as; Paper, Staples and Waste Trays are not included in this Agreement. Title to all supplies furnished hereunder, including consumable parts such as drums, remains with RYAN. This Agreement does not include supply shipping costs.

Consumable supply usage is based on published manufacturer yields. Should customer's use of consumable supplies exceed the published yields for a particular piece of equipment by more than 10%, customer agrees to pay additional charges for such excess usage. Customer may purchase additional Toner from RYAN, if required during the term.

Customer shall provide meter readings to RYAN and inventory levels of consumable supplies at their site, upon request from RYAN.

3. **PAYMENT:** Payment is due within thirty (30) days of invoice date. If the customer fails to make such payment due hereunder: (1) RYAN may (a.) refuse to continue to service and/or provide parts and consumable supplies for the Equipment as identified on the reverse side hereof, until past due balance has been satisfied (b.) furnish service and/or parts and consumable supplies on a C.O.D. Per Call basis, at the price and rate then regularly charged by RYAN for such service and/or parts and consumable supplies. (2) The customer agrees to pay RYAN's costs and expenses of collection, including reasonable attorney's fees permitted by law.
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