

COST PER IMAGE AGREEMENT



AGREEMENT NO.: 1719068

CUSTOMER ("YOU" OR "YOUR") _____

FULL LEGAL NAME: **Lawton, City of**

ADDRESS: **212 SW 9th St Lawton, OK 73501-3944**

EQUIPMENT AND PAYMENT TERMS							
TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES	NOT FINANCED UNDER THIS AGREEMENT	BEGINNING METER READING		MONTHLY IMAGE ALLOWANCE		EXCESS PER IMAGE CHARGE (PLUS TAX)	
		B&W	COLOR	B&W	COLOR	B&W	COLOR
5 Konica Minolta bizhub 287 Copiers				0		.0048	
50 Konica Minolta bizhub C300i Copiers				0	0	.0048	.048
2 Konica Minolta bizhub C450i Copiers				0	0	.0048	.048
2 Konica Minolta bizhub C750i Copiers				0	0	.0048	.048
1 Lexmark XM3250 Copier				0		.008	
8 Lexmark XM1342 Copiers				0		.0192	
4 Lexmark C2326 Copiers				0	0	.0190	.11
TOTAL CONSOLIDATED MONTHLY IMAGE ALLOWANCE AND EXCESS PER IMAGE CHARGES (IF CONSOLIDATED)							

EQUIPMENT LOCATION: As Stated Above METER FREQUENCY: **Monthly**

TERM IN MONTHS: **36** MONTHLY BASE PAYMENT AMOUNT*: **\$ 8,145.03** (*PLUS TAX)

CONTRACT

Except for in the event of the non-appropriation of funds by the Customer/City's governing body [see provision below applicable to governmental entities], THIS AGREEMENT IS NON-CANCELABLE AND IRREVOCABLE during its term and CANNOT otherwise BE TERMINATED. PLEASE READ CAREFULLY BEFORE SIGNING. YOU AGREE THAT THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF OKLAHOMA AND ANY DISPUTE CONCERNING THIS AGREEMENT WILL BE ADJUDICATED IN THE FEDERAL COURT FOR THE WESTERN DISTRICT OF OKLAHOMA OR THE STATE DISTRICT COURT IN COMANCHE COUNTY, OKLAHOMA. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS AND WAIVE TRANSFER OF VENUE. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL.

BY SIGNING THIS AGREEMENT, YOU REPRESENT TO US THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE FOLLOWING PAGES OF THIS AGREEMENT. THIS AGREEMENT IS BINDING UPON OUR ACCEPTANCE HEREOF.

I, THE UNDERSIGNED, HEREBY CERTIFY THAT, AS OF THE DATE OF THE AGREEMENT, (A) THE INDIVIDUAL WHO EXECUTED THE AGREEMENT HAD FULL POWER AND AUTHORITY TO EXECUTE THE AGREEMENT AND (B) THE REPRESENTATIONS SET FORTH IN THE AGREEMENT IN THE PARAGRAPH TITLED "APPLICABLE TO GOVERNMENTAL ENTITIES ONLY" ARE TRUE AND ACCURATE IN ALL MATERIAL RESPECTS.

ADDITIONAL TERMS AND CONDITIONS

You want us to provide you the equipment referenced herein, excluding equipment marked as not financed under this Agreement ("Equipment") and you agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement is binding upon our acceptance hereof and will begin on the date the Equipment is delivered to you or any later date we designate. We may charge you a reasonable fee to cover documentation and investigation costs, not to exceed \$89.50. We will send all invoices issued under this Agreement to the City forty-five (45) days prior to the invoice's due date. If any amount payable to us is not paid on or before the due date, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars (\$26.00); or 2) the highest lawful charge, if less. Any security deposit will be commingled with our assets, will not earn interest, and will be returned at the end of the term, provided you are not in default.

NET AGREEMENT. Except for in the event of the non-appropriation of funds by the Customer/City's governing body [see provision below applicable to governmental entities], **THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM.** Except for in the event of the non-appropriation of funds by the Customer/City's governing body [see provision below applicable to governmental entities], **YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL AMOUNTS DUE UNDER THIS AGREEMENT FOR THE ENTIRE TERM. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON.**

IMAGE CHARGES AND OVERAGES. You are entitled to make the total number of images shown under Image Allowance Per Machine (or Total Consolidated Image Allowance, if applicable) each period during the term of this Agreement. If you make more than the allowed images in any period, you will pay us an additional amount equal to the number of the excess images made during such period multiplied by the applicable Excess Per Image Charge. Regardless of the number of images made in any period, you will never pay less than the Base Payment Amount. You agree to provide us with the actual meter readings on any business day as designated by us, provided that we may estimate the number of images used if such meter readings are not received within five days after being requested. We will adjust the estimated charge for excess images upon receipt of actual meter readings. You agree that the Base Payment Amount and the Excess Per Image Charges may be proportionately increased at any time if our estimated average page coverage is exceeded. After the end of the first year of this Agreement and not more than once each successive twelve-month period thereafter, the Base Payment Amount and the Excess Per Image Charges (and, at our election, the Base Payment Amount and Excess Per Image Charges under any subsequent agreements between you and us that incorporate the terms hereof) may be increased by a maximum of 10% of the then existing payment or charge. Images made on equipment marked as not financed under this Agreement will be included in determining your image and overage charges.

EQUIPMENT USE. You will keep the Equipment in good working order, use it for business purposes only and not modify or move it from its initial location without our consent. You agree that you will not take the Equipment out of service and have a third party pay (or provide funds to pay) the amounts due hereunder. You will comply with all laws, ordinances, regulations, requirements and rules relating to the use and operation of the Equipment.

SERVICES/SUPPLIES. If we have entered into a separate arrangement with you for maintenance, service, supplies, etc. with respect to the Equipment, payments under this Agreement may include amounts owed under that arrangement, which amounts may be invoiced as one payment for your convenience. You agree that you will look solely to us for performance under any such arrangement and for the delivery of any applicable supplies.

SOFTWARE/DATA. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.

LIMITATION OF WARRANTIES. EXCEPT TO THE EXTENT THAT WE HAVE PROVIDED YOU A WARRANTY IN WRITING, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU CHOSE ANY/ALL THIRD-PARTY SERVICE PROVIDERS BASED ON YOUR JUDGMENT. YOU MAY CONTACT US OR THE MANUFACTURER FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.

ASSIGNMENT. You may not sell, assign, or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement and our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, our assignee will have our assigned rights under this Agreement but none of our obligations and will not be subject to any claim, defense, or set-off that may be assertable against us or anyone else. Customer hereby consents to the assignment of this Agreement to GreatAmerica Financial Services Corporation for financing purposes. Customer agrees that GreatAmerica will bill and collect the amounts due and owing under this Agreement. Notwithstanding the foregoing, if we sell or assign this Agreement or our rights in the Equipment, we will retain our obligations under the Agreement.

LOSS OR DAMAGE. You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. Except for claims, losses, or damages caused by our gross negligence or willful misconduct, you agree, to the extent not otherwise prohibited under Oklahoma law – including the debt limitation provisions applicable to municipalities in Article 10 §26 of the Oklahoma Constitution, to indemnify us and our assignee, if applicable, against any claims, losses, or damages, including attorney fees, in any way relating to the Equipment. In no event will we be liable for any consequential or indirect damages.

INSURANCE. Customer/City will be allowed to self-insure against any or all risk to the equipment, ordinary wear and tear excluded. Customer / City agrees to self-insure against (i) all risks of physical loss or damage to the Equipment for its full replacement value and (ii) personal injury or damage caused by the Equipment.

TAXES. We own the Equipment. To the extent Customer/City is not exempt from taxation, Customer/City will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement. To the extent Customer/City is not exempt from taxation, sales or use tax due upfront will be payable over the term with a finance charge. Customer/City shall provide us with information, including but not limited to duly executed exemption certificates with respect to any exemption from sales, use or other tax or fee exemption claimed by Customer/City and shall promptly notify us of any change in Customer/City's tax status.

END OF TERM. At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew month to month unless a) you provide us written notice of your intent to return the Equipment, and b) you timely return the Equipment to the location designated by us, at your expense. Written notice to terminate the agreement at the end of the initial term or any subsequent month-to-month term will be given at least 30 days in advance of the termination date. If the returned Equipment is not immediately available for use by another without need of repair, you will reimburse us for all repair costs. You cannot pay off this Agreement or return the Equipment prior to the End Date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the price of the Equipment.

DEFAULT AND REMEDIES. If you do not pay any sum within 30 days after its due date, or if you breach any other term of this Agreement, you will be in default, and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, both discounted at 4% per annum. We may also use all other legal remedies available to us, including disabling or repossessing the Equipment. You agree to pay all our costs and expenses, including reasonable attorney fees, incurred in enforcing this Agreement. You also agree to pay interest on all past due amounts, from the due date, at 1.5% per month.

UCC. If we assign rights in this Agreement for financing purposes, you agree that this Agreement, in the hands of our assignee, is, or shall be treated as, a "Finance Lease" as that term is defined in Article 2A of the Uniform

Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC. Notwithstanding the foregoing, nothing contained in this section shall constitute a waiver of your right to reject the Equipment prior to your acceptance thereof, or a waiver of your right to assert an independent claim for breach of warranty against us or the Equipment manufacturer, to the extent applicable.

MISCELLANEOUS. This Agreement shall incorporate the terms of both (1) the RFPCL22-016 Printing Copying and Maintenance Services dated October 27, 2021, and (2) the General Conditions for Submitting Proposals to the City of Lawton, Oklahoma. However, in the event of any conflict between the terms of the Agreement and the terms of the RFPCL22-016 Printing Copying and Maintenance Services and the General Conditions for Submitting Proposals to the City of Lawton, the terms of the Agreement shall govern and control. Amounts payable under this Agreement may include a profit to us. The original of this Agreement shall be that copy which bears your facsimile or original signature, and which bears our original signature. If a court finds any provision of this Agreement unenforceable, the remaining terms of this Agreement shall remain in effect. You authorize us to either insert or correct the Agreement number, serial numbers and model numbers. All other modifications to the Agreement must be in writing signed by each party.

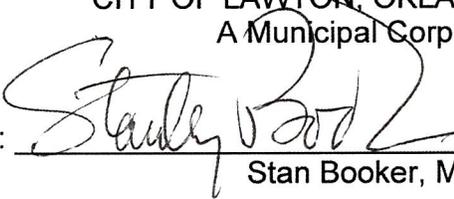
APPLICABLE TO GOVERNMENTAL ENTITIES ONLY

You hereby represent and warrant to us that as of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on your behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against you have been followed; (c) the Equipment will be operated and controlled by you and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted, and unencumbered appropriation; (e) you intend to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) your obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of your tax or general revenues. If funds are not appropriated to pay amounts due under the Agreement for any future fiscal period, you shall have the right to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available, without penalty or additional expense to you (other than the expense of returning the Equipment to the location designated by us), provided that within thirty (30) days after the start of the fiscal period for which funds were not appropriated (or earlier) your Chief Executive Officer (or Legal Counsel) delivers to us a certificate (or opinion) certifying that (a) you are a state or a fully constituted political subdivision or agency of the state in which you are located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement and (c) funds have not been appropriated for a similar service or similar equipment to be provided by a different entity.

(Signature page follows)

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their appropriate officials on the 22nd day of February, 2021

CITY OF LAWTON, OKLAHOMA
A Municipal Corporation

BY: 
Stan Booker, MAYOR

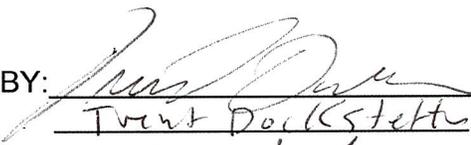
ATTEST:


Traci Hushbeck, CITY CLERK

APPROVED as to form and legality this 5th day of April, 2021.


John Ratliff, CITY ATTORNEY

HIGH TECH OFFICE SYSTEMS

BY: 
Trent Dockstetter NAME
president TITLE

ATTEST:

SECRETARY

CITY OF LAWTON**SCHEDULE A TO BE COMPLETED AT TIME OF INSTALLATION**

QTY		SERIAL NUMBERS TO FOLLO
4	BIZHUB 287 DF-628 REVERSE DOC FEED DK-513 STORAGE DESK	N/A
1	BIZHUB 287 DF-628 REVERSE DOC FEED DK-513 STORAGE DESK FS-534 FINISHER RU-514 RELAY UNIT	N/A
20	BIZHUB C300i + DF-714 DOC FEED DK-516 STORAGE DESK	N/A
22	BIZHUB C300i + DF-714 DOC FEED DK-516 STORAGE DESK FS-539 FINISHER RU-513 RELAY UNIT	N/A
8	BIZHUB C300i + DF-714 DOC FEED PC-416 LARGE PAPER CABINET FS-539 FINISHER RU-513 RELAY UNIT	N/A
2	BIZHUB C450i PC-416 LARGE PAPER CABINET FS-539 FINISHER RU-513 RELAY UNIT	N/A
2	BIZHUB C750i FS-540SD FINISHER RU-519 RELAY UNIT PK-526 PUNCH KIT ZU-609 7 FOLD	N/A
1	LEXMARK XM3250	N/A
8	LEXMARK XM1342	N/A
<u>4</u>	LEXMARK M2326	N/A
72	TOTAL NEW UNITS	

NON-FINANCED EQUIPMENT PRICING SCHEDULE

This Non-Financed Equipment Pricing Schedule ("Schedule") to that certain agreement by and between High-Tech Office Systems ("we", "us", "our") and City of Lawton ("Customer", "you", "your") which is identified in our records as Agreement No. 1719068 ("Agreement") sets forth your pricing relating to certain non-financed Equipment that may be added to the Agreement.

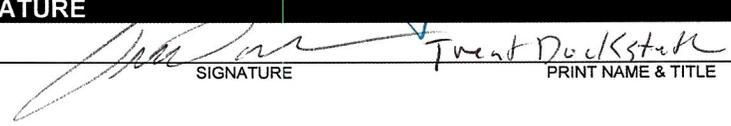
At any time during the original term of the Agreement, you may request that we add one or more items of equipment listed below as "Non-Financed Equipment" under the Agreement at the Monthly Service Payment and Per Image Charges that correspond to such equipment in table below.

Non-Financed Equipment	Monthly Service Payment*	Per Image Charge B&W*	Per Image Charge Color*	Installation/ Removal Charge
B&W MFP'S				
bh287 B&W on plain cabinet	\$80.00	\$0.01	n/a	\$250.00
bh287 B&W w/ stapler & plain cabinet	\$110.00	\$0.01	n/a	\$250.00
Lex XM3259 50ppm B&W MFP	\$75.00	\$0.01	n/a	\$250.00
XM1342 B&W 42 B&W	\$29.00	\$0.02	n/a	\$250.00
COLOR MFP'S				
bhC300i 30ppm Color on plain cabinet	\$134.00	\$0.01	\$0.06	\$250.00
bhC300i 30ppm Color on plain cabinet & stapler	\$157.00	\$0.01	\$0.06	\$250.00
bhC300i 30ppm color on plain cabinet & stapler & LCC	\$167.00	\$0.01	\$0.06	\$250.00
bhC450i 45 ppm Color extra paper capacity & staple finisher	\$213.00	\$0.01	\$0.06	\$250.00
XC4143 Color 40ppm MFP	\$82.00	\$0.01	\$0.07	\$250.00
XC2326 26ppm Color MFP	\$33.00	\$0.02	\$0.12	\$150.00
B&W PRINTER ONLY				
M3250 50ppm B&W 50ppm printer	\$34.00	\$0.01	n/a	\$150.00
M1342 B&W 42ppm printer	\$18.00	\$0.02	n/a	\$150.00
COLOR PRINTER ONLY				
C2326 26ppm color printer	\$27.00	\$0.02	\$0.12	\$150.00

*Plus Applicable Taxes.

In connection with your request, you will be required to enter into a Supplement to the Agreement that identifies the Non-Financed Equipment added under the pricing set forth in this Schedule as "Not Financed Under this Agreement." In the event we accept such Supplement and add the Non-Financed Equipment to the Agreement, the Monthly Service Payment above will be invoiced as one payment together with your then current Monthly Base Payment Amount under the Agreement, for your convenience. Any Per Image Charges incurred on such Non-Financed Equipment will be included in determining your Excess Per Image Charges under the Agreement.

Except as specifically stated in this Schedule, all other terms and conditions of the Agreement remain in full force and effect. If, and to the extent, there is a conflict between the terms of this Schedule and the terms of the Agreement, the terms in this Schedule shall control. A facsimile copy of this Schedule bearing authorized signatures may be treated as an original. This Schedule is not binding until accepted by us.

CUSTOMER'S AUTHORIZED SIGNATURE			
City of Lawton	X 		4-5-21
<small>CUSTOMER</small>	<small>SIGNATURE</small>	<small>PRINT NAME & TITLE</small>	<small>DATE</small>
HIGH-TECH OFFICE SYSTEMS' SIGNATURE			
High-Tech Office Systems		Trent Duckstetter	4/12/21
	<small>SIGNATURE</small>	<small>PRINT NAME & TITLE</small>	<small>DATE</small>