

Keep Original



IMAGE-FLEX AGREEMENT

AGREEMENT NO.:

CUSTOMER ("YOU" OR "YOUR")

FULL LEGAL NAME: Village of Wilmette

ADDRESS: 1200 Wilmette Ave Wilmette Illinois 60091

SUPPLIER

Des Plaines Office Equipment Elk Grove Village Illinois

EQUIPMENT AND PAYMENT TERMS SEE ATTACHED EQUIPMENT SCHEDULE

Table with 3 columns: Quantity, Type, Make, Model Number and included accessories, Serial No. Rows include Sharp MX-8441N and Sharp MX-M1054.

EQUIPMENT LOCATION:

SCHEDULE OF PAYMENTS

Table with columns for Monthly Image Allowance (B&W, Color, Scans), Term, Monthly Base Payment Amount, Excess Image Charges (B&W, Color, Scans), and Documentation Fee.

IT SERVICES

CHECK HERE IF NETWORK SERVICES ARE BEING PROVIDED BY SUPPLIER... The Monthly Base Payment Amount set forth above consists of the amount payable to us monthly pursuant to the terms of this Agreement...

CONTRACT

THIS AGREEMENT IS NON-CANCELABLE AND IRREVOCABLE. IT CANNOT 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 IN WHICH OUR (OR, IF WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE'S) PRINCIPAL PLACE OF BUSINESS IS LOCATED...

CUSTOMER'S AUTHORIZED SIGNATURE

BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS TWO-PAGE AGREEMENT... Village of Wilmette [Signature] Stephen Kazanos 4/25/2014

OWNER ("WE", "US", "OUR")

DPOE IMAGE-FLEX, INC. [Signature] Vice President 1/29/15

ADDITIONAL TERMS AND CONDITIONS

AGREEMENT. You warrant us to pay your Supplier for the equipment and/or software referenced herein, excluding equipment marked as not financed under this Agreement ("Equipment"), and the amounts your Supplier included on the invoice for the Equipment for related installation, training and/or implementation costs, and you agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement 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 if any amount payable to us is not paid when due; you will pay a late charge equal to 4% the greater of (1) ten cents for each dollar overdue or (2) \$10.00, whichever is higher, if late.

NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU UNDERSTAND WE ARE PAYING YOUR SUPPLIER FOR THE EQUIPMENT BASED ON YOUR UNCONDITIONAL ACCEPTANCE OF IT AND YOUR PROMISE TO PAY US UNDER THE TERMS OF THIS AGREEMENT, WITHOUT SET-OFF FOR ANY REASON, EVEN IF THE EQUIPMENT DOES NOT WORK OR IS DAMAGED, EVEN IF IT IS NOT YOUR FAULT.

IMAGE CHARGES. You are entitled to make the number of B&W images, color images, and scans shown under Monthly Image Allowance on the imaging equipment included in the Equipment each month during the term of this Agreement. If you make more than the allowed images in any month, you will pay us an additional amount equal to the number of the excess images made during such month multiplied by the applicable Excess Image Charge. Regardless of the number of images made in any month, you will never pay less than the Monthly Base Payment Amount. You agree to provide us or Supplier with the actual meter readings on any business day of each month as designated by us or Supplier, provided that we may estimate the number of images made if even 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. To assist you in providing us with accurate monthly usage readings, you agree to permit us to install our FleetView Remote Monitoring System on the imaging equipment included in the Equipment. The Monthly Base Payment Amount and Excess Image Charges are based, in part, on Supplier's estimated average page coverage, that being 8% page coverage for black and white images and 20% for color images. These percentages are based on 8.5" x 11" images. You agree that we may proportionately increase your Monthly Base Payment Amount and Excess Image Charges at any time if Supplier's estimated average page coverage is exceeded in any month during the term of this Agreement. After the end of the first year of this Agreement and not more than once each successive twelve-month period thereafter, the Monthly Base Payment Amount and the Excess Image Charges (and, as a result, the Monthly Base Payment Amount and Excess Image Charges under any subsequent agreement between you and us that incorporates the terms hereof) may be increased by amounts determined in our sole discretion. Images made on equipment marked as not financed under this Agreement will be included in determining your image and excess charges.

EQUIPMENT USE. You agree to use the Equipment for business purposes only; not modify or move it from its initial location without our consent; and bear the risk of its non-compliance with applicable laws. You agree that you will not take the Equipment out of service and have a third party pay for parts, funds to pay for the amounts due hereunder, and if you do so, you agree to pay the only, terminating fee set forth below. You must resolve any dispute you may have concerning the Equipment with the manufacturer or your Supplier. You will comply with all laws, ordinances, regulations, requirements and rules relating to the use and operation of the Equipment.

SUPPLIER SERVICES. Payments under this Agreement include amounts you owe your Supplier for all service, maintenance on any imaging equipment included in the Equipment during normal business hours, including all labor, developer and parts necessary to produce images; provided you must purchase paper, staples and waste containers separately. You agree to pay your Supplier for service and maintenance provided by your Supplier outside your Supplier's normal business hours and for service required by your negligence or misuse of the Equipment, both at your Supplier's customary rates. You will look solely to your Supplier for performance of such maintenance or to address any disputes relating thereto.

SOFTWARE DATA. Except as provided in this paragraph, references to "Equipment" include any software referenced herein or installed on the Equipment. We do not own the software and control, transfer any interest in it to you. Amounts due and payable under this Agreement include amounts relating to our financing of your acquisition of rights in software that is included with the Equipment ("Software"), including any related installation, training and/or implementation costs on your behalf. You understand and acknowledge that your rights in the Software are subject to whatever limitations may exist in any agreement you may have with the Software licensor, including limitations on the term of the license, if applicable, and the manner in which the Software is delivered to you. We are neither responsible for the Software nor the obligations of you or the Software licensor under any such license agreement. With respect to any claims relating to the Software, you agree that you will look only to the publisher, licensor, or other third parties, if any, who actually granted to you your right to use the Software to determine those rights, and we will not grant, determine, or vindicate any rights to use the Software or limits to its use, and we have no obligation or authority to do so. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.

NO WARRANTY. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU HAVE ACCEPTED THE EQUIPMENT "AS IS." YOU CHOSE THE EQUIPMENT, YOUR SUPPLIER AND ANY "SERVICE PROVIDER(S) BASED ON YOUR JUDGMENT. YOU MAY CONTACT YOUR SUPPLIER FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER OR YOUR SUPPLIER 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 or 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, the assignee will have our rights but will be subject to any terms, defenses or set-off available against us or anyone else, and if we make such an assignment, the amount of the Equipment Payments hereunder will be equal to the assigned payments as determined from the records of the assignee.

LOSS OR DAMAGE. You are responsible for any damage to or loss of the Equipment. No such loss or damage will release you from your payment obligations hereunder. We are not responsible for, and you will indemnify us against, any claims, losses or damages, including attorney's fees, in any way relating to the Equipment, in no event will we be liable for any consequential or indirect damages.

INSURANCE. You agree to maintain comprehensive liability insurance acceptable to us. You also agreed to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request, if you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance. We have the option, but not the obligation, to secure property loss insurance on the Equipment from a carrier of our choosing in such form and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party; your interests may not be fully protected, and you will be liable for the premium, which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through investment in reinsurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received relating to insurance we secure on the Equipment will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual (both discounted at 3% per annum).

TAXES/OWNERSHIP. You will pay what due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement. Sales or use tax due upfront will be payable over the term with a finance charge. Unless the Agreement includes a \$1 purchase option, we own the Equipment (excluding any Software). If this Agreement includes a \$1 purchase option, you acknowledged that this Agreement shall be deemed to be a conditional sales contract, any ownership we have in the Equipment is hereby transferred to you "As Is" and "Where Is", your hereby grant us a security interest in the Equipment to secure your obligations under this Agreement and you agree to file any required personal property tax returns (except in OR or CO) relating to the Equipment.

END OF TERM. At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew for an additional term equal to the same term (unless a) you provide us written notice, at least sixty (60) days but not more than ninety (90) days, prior to the End Date, of your intent to return the Equipment, and b) you timely return the Equipment (including all manuals and logs) to the location designated by us, at your expense, and you pay us an inspection, reworking and handling fee of \$100.00 provided, if this Agreement includes a \$1 purchase option, this Agreement will not be renewed for additional periods. 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 amount we paid for the Equipment.

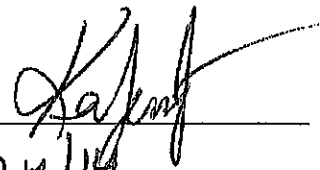
DEFAULT AND REMEDIES. If you do not pay any sum within 30 days after its due date, or if you breach any other term of this Agreement or any other agreement with us, you will be in default, and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and all remaining payments for the defaulted term, plus our booked residual, both discounted at 3% 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 3.0% per month.

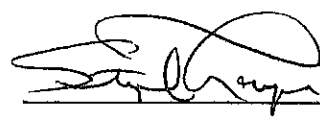
UCC. You agree that this Agreement is to be treated as an agreement of the type described in Section 2A-103(1)(c) of the Uniform Commercial Code ("UCC"). You agree to waive the rights and remedies provided under sections 2-712 and 2-713 of the UCC, including but not limited to, any right that you may have to: 1) cancel or terminate this Agreement or 2) reject or revoke acceptance of the Equipment.

MISCELLANEOUS. This Agreement is the entire agreement between you and us and supersedes any prior representations or agreements, including any purchase orders. Amounts payable under this Agreement may include a profit to us. The original of this Agreement shall be that copy which bears your readable 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, model numbers, beginning date, and signature date. All other modifications to the Agreement must be in writing signed by each party.

Village of Wilmette – Additions to the “Additional Provisions” section of the Image-Flex Agreement.

1. PERFORMANCE CANCELLATION: Contract may be cancelled at the Village’s discretion if equipment does not maintain a 90% uptime over a three-month running average.
2. MAINTENANCE RESPONSE TIME: The response time to all maintenance service calls will not exceed four (4) hours average. For the purpose of calculating the response time average, business hours shall be Monday through Friday, 8 a.m. to 5 p.m.
3. PERFORMANCE: If The Village of Wilmette determines DPOE is not meeting its contractual requirements, including those set forth in sections 1 and 2 above, the Village of Wilmette will send the vendor a 60 day cure notice based on accepted standards, outlining those specific activities the vendor must undertake in order to remain in compliance with the terms and conditions mutually agreed upon with The Village of Wilmette.
4. TERMINATION FOR PERFORMANCE: The Village may terminate the lease for poor performance. Upon a notice to cure performance, the vendor will have sixty (60) days to comply with performance targets.

Accepted by 
Date 11/24/14


11-25-2014

Lazarus, Stephen

From: Lazarus, Stephen
Sent: Tuesday, November 25, 2014 9:18 AM
To: Skiles, Peter
Subject: Signed Lease - DPOE Printer Equipment
Attachments: DPOE Printer Lease - Four Units - 12-14.pdf

Hi Peter,

Attached is a copy of the signed lease for the four new printers. Please let me know if you need anything else on this.

Thanks-

Steve

-----Original Message-----

From: Skiles, Peter
Sent: Monday, November 24, 2014 3:07 PM
To: Lazarus, Stephen
Subject: FW: Sales Printer Scan

FYI

-----Original Message-----

From: Chip Miceli [mailto:Chip@dpo.e.com]
Sent: Monday, November 24, 2014 3:06 PM
To: Skiles, Peter
Subject: FW: Sales Printer Scan

Hi Peter

Attached is your additional Provisions signed. They will waive the 69.00.

Once the machine are delivered we will have the serial numbers can't have them until then. I need the leased signed and we can add them later.

Chip Miceli
chip@dpo.e.com

-----Original Message-----

From: noreply@dpo.e.com [mailto:noreply@dpo.e.com] On Behalf Of noreply@
Sent: Monday, November 24, 2014 3:00 PM
To: Chip Miceli
Subject: Sales Printer Scan