

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: December 14, 2015

AGENDA ITEM: Authorizing the lease of five copiers from Copiers Northwest using KCDA contract # 11-213	
PREPARED BY: Worth Norton	DIRECTOR APPROVAL:
DEPARTMENT: Finance / Information Services	
ATTACHMENTS: Copiers Northwest Program Agreement Copiers Northwest Sales Order Wells Fargo Financial Leasing Amendment to Agreement Wells Fargo Financial Leasing Non-Appropriation Addendum Copiers Northwest Equipment Removal Form	
BUDGET CODE: Multiple Departments	AMOUNT: \$ 96,392.64
SUMMARY:	

This is replace existing copiers in City Hall workroom, Executive office, Police Detectives, Police Custody, and Court Probation.

After evaluation, and six months using Canon copiers in a heavy use scenario in the Police Records department, staff is convinced that Canon copiers outperform Ricoh copiers in dependability and ease of use. Copiers Northwest was chosen as they offer additional service options including after hours service.

The existing Ricoh copiers have several months left on their lease. By using the King County Director's Association (KCDA) contract # 11-213 and leasing from Copiers Northwest, we are able to get a buyout for the remaining lease and the best price for the new lease. The lease is for 48 months and includes toner for 46,000 copies per month before an additional per copy charge begins.

RECOMMENDED ACTION: City staff recommends that the City Council authorizes the Mayor to sign agreements with Copiers Northwest and Wells Fargo Leasing for the lease of five multifunction copiers.

PROGRAM AGREEMENT

Supplier: Copiers Northwest, Inc. Customer: City of Marysville
(Full Legal Name) (Full Legal Name)

601 Dexter Ave. N 1049 State Avenue
(Street Address) (Street Address)

Seattle WA. 98109 King Marysville WA. 98270 Snohomish
(City) (State) (Zip) (County) (City) (State) (Zip) (County)

PLEASE CHECK ONE: Per Machine Minimum Consolidated Minimum

Make / Model / Accessories	Serial Number	Minimum Number of Impressions	Minimum Monthly Payment	Excess Per Copy Charge
1 <u>See Schedule A</u>	_____	<u>38,500 (B/W)</u>	<u>\$2,008.18</u>	<u>\$0.0045</u>
2 _____	_____	<u>7,500 (Color)</u>	_____	<u>\$0.045</u>
3 _____	_____	_____	_____	_____
Color Print Controller Extended Warranty: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			TOTALS:	<u>\$2,008.18</u>

TRANSACTION TERMS: 1 MONTH ADVANCE PAYMENT: \$ 0.00
(plus applicable taxes)

Term 48 Months

METER READING PREFERENCE (monthly if not checked) Quarterly Other (_____)

Equipment Location: _____ City: _____ State: _____ Zip: _____
(if different from Customer address above)

Customer Contact: Sandra Gyurkovics Telephone: 360-363-8000 Email: sgyurkovics@marysville.

We have written this Agreement in plain language because we want you to understand its terms. Please read your copy of this Agreement carefully and feel free to ask us any questions you may have. The word "Agreement" means this FlexPlan Program Agreement. The words "you" and "your" mean the Customer named above. The words "we," "us", and "our" refer to the Owner named below. The abbreviation "CNW" refers to Copiers Northwest, Inc.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT (INCLUDING THOSE ON THE REVERSE SIDE) SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS WRITTEN AGREEMENT MAY NOT BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT BETWEEN YOU AND US. YOU AGREE TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT. PROVIDED THAT YOU ARE NOT IN DEFAULT UNDER THE AGREEMENT, YOU WILL HAVE THE OPTION TO UPGRADE THE EQUIPMENT INTO A NEW AGREEMENT. THE BALANCE DUE ON THIS AGREEMENT WILL BE REFINANCED INTO A NEW AGREEMENT WITH SUCH BALANCE DETERMINED BY US BUT NOT TO INCLUDE AN EARLY TERM-NATION PENALTY. THE UPGRADE REQUEST WILL ALSO BE SUBJECT TO YOU ACQUIRING THE NEW EQUIPMENT FROM COPIERS NORTHWEST, INC. AND SUBJECT TO OUR CREDIT APPROVAL YOU AGREE THAT THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

YOU CERTIFY THAT ALL THE INFORMATION GIVEN IN THIS AGREEMENT AND YOUR APPLICATION WAS CORRECT AND COMPLETE WHEN THIS AGREEMENT WAS SIGNED. THIS AGREEMENT IS NOT BINDING UPON US OR EFFECTIVE UNTIL AND UNLESS WE EXECUTE THIS AGREEMENT. THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE WHERE OWNER HAS ACCEPTED AND EXECUTED THIS AGREEMENT. YOU AGREE TO THE JURISDICTION AND VENUE OF FEDERAL AND STATE COURTS LOCATED WHERE THIS AGREEMENT IS ACCEPTED AND EXECUTED BY OWNER.

ACCEPTED BY: _____ <small>(Legal Name)</small>	CUSTOMER: <u>City of Marysville</u> <small>(Legal Name)</small>
BY _____ <small>(Signature of Authorized Signer)</small>	BY: <u>X</u> _____ <small>(Signature of Authorized Signer)</small>
TITLE: _____ <small>(Print Name and Title)</small>	TITLE <u>X</u> _____ <small>(Print Name and Title)</small>
DATE: _____	DATE <u>X</u> _____ FED TAX ID#: <u>X 91-6001459</u>

UNCONDITIONAL GUARANTY

In consideration of Owner entering into the above Agreement in reliance on this guaranty, the undersigned, together and separately, unconditionally and irrevocably guarantee to Owner, its successors and assigns, the prompt payment and performance of all obligations under this Agreement. We agree that (a) this is a guaranty of payment and not of collection, and that Owner can proceed directly against us without disposing of any security or seeking to collect from Customer, (b) we waive all defenses and notices, including those of protest, presentment and demand, (c) Owner may renew, extend or otherwise change the terms of the Agreement without notice to us and we will be bound by such changes and (d) we will pay all of Owner's costs of enforcement and collection. This guaranty survives the bankruptcy of Customer and binds our administrators, successors and assigns. Our obligations under this guaranty continue even if Customer becomes insolvent or bankrupt or is discharged from bankruptcy and we agree not to seek to be repaid by Customer in the event we must pay Owner. **THIS GUARANTY WILL BE GOVERNED BY THE SAME STATE LAW AS THE AGREEMENT. WE AGREE TO JURISDICTION AND VENUE IN THE STATE AND FEDERAL COURTS IN THE SAME STATE AND COUNTY.**

PERSONAL:	PERSONAL:
By: _____, Individually	By: _____, Individually
Address: _____	Address: _____
Social Security Number: _____	Social Security Number: _____
Witness: _____	Witness: _____

TERMS AND CONDITIONS

1. AGREEMENT. Copiers Northwest, Inc. (CNW) has agreed to provide FULL SERVICE AND SUPPLY MAINTENANCE DURING NORMAL BUSINESS HOURS, INCLUDING ALL TONER (EXCEPT FOR FAXES AND WIDE FORMAT DEVICES), DEVELOPER AND PARTS NECESSARY TO PRODUCE COPIES. YOU MUST PURCHASE PAPER AND STAPLES, IF APPLICABLE, SEPARATELY.

2. MAINTENANCE. Program Agreement service covers normal wear and tear on the Equipment. You agree to provide adequate power for the Equipment. You acknowledge that (a) we are not responsible for any service repair, or maintenance of the Equipment, and (b) we are not a party to any maintenance service agreement. You agree to provide meter readings at the request of CNW. You agree to pay for maintenance service outside of CNW's normal business hours or service required by your negligence or misuse of the Equipment at the CNW's customary rates. Connected products (peripherals) of any type are not included with this Agreement unless customer has selected connection monthly base fee. ONCE WE ACCEPT THIS AGREEMENT, YOU MAY NOT CANCEL AT ANY TIME DURING THE TERM. You agree to be bound by all the terms of this Agreement.

3. DELIVERY AND ACCEPTANCE OF EQUIPMENT: Acceptance of the Equipment occurs upon delivery. This lease commences upon delivery of the Equipment to you. When you receive the Equipment, you agree to inspect it and to verify by telephone or in writing such information as we may require. Delivery and installation costs are your responsibility. If you have signed a purchase contract for the Equipment, by signing this Agreement you assign your rights, but none of your obligations under it, to us. As you will have possession of the Equipment from the date of its delivery and acceptance, if we accept and sign this Agreement you will pay us in full for the period from the date the Equipment is delivered and accepted by you until the Commencement Date. The payment for this interim period will be based on the Minimum Monthly Payment the number of days in that period and based on a month of 30 days.

4. COPY CHARGES. Each month during the Term of this Agreement, you agree to pay us the applicable Minimum Monthly Payment (plus applicable taxes) for each unit of Equipment on the date we bill you. In return for the Minimum Monthly Payment you are entitled to use the Minimum Number of Copies each month. You also agree to pay us the Excess Per Copy Charge for each metered copy which exceeds the Minimum Number of Copies (plus applicable taxes). We may estimate the number of copies used if you do not provide us with meter readings within seven (7) days of request. We will adjust the estimated charge for excess copies upon receipt of actual meter readings. Notwithstanding any adjustments, you will never pay less than the Minimum Monthly Payment. ~~You agree to pay us the Excess Per Copy Charge for each metered copy which exceeds the Minimum Number of Copies (plus applicable taxes) for each unit of Equipment on the date we bill you. In return for the Minimum Monthly Payment you are entitled to use the Minimum Number of Copies each month. You also agree to pay us the Excess Per Copy Charge for each metered copy which exceeds the Minimum Number of Copies (plus applicable taxes). We may estimate the number of copies used if you do not provide us with meter readings within seven (7) days of request. We will adjust the estimated charge for excess copies upon receipt of actual meter readings. Notwithstanding any adjustments, you will never pay less than the Minimum Monthly Payment.~~ ~~During the Term of this Agreement, you will pay us the Excess Per Copy Charge for each metered copy which exceeds the Minimum Number of Copies (plus applicable taxes) for each unit of Equipment on the date we bill you. In return for the Minimum Monthly Payment you are entitled to use the Minimum Number of Copies each month. You also agree to pay us the Excess Per Copy Charge for each metered copy which exceeds the Minimum Number of Copies (plus applicable taxes). We may estimate the number of copies used if you do not provide us with meter readings within seven (7) days of request. We will adjust the estimated charge for excess copies upon receipt of actual meter readings. Notwithstanding any adjustments, you will never pay less than the Minimum Monthly Payment.~~

5. UNCONDITIONAL OBLIGATION. YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL MINIMUM MONTHLY PAYMENTS DUE UNDER THIS AGREEMENT AND ANY OTHER AMOUNTS DUE FOR THE FULL TERM, EVEN IF THE EQUIPMENT IS DAMAGED OR DESTROYED, IF IT IS DEFECTIVE OR IF YOU HAVE TEMPORARY OR PERMANENT LOSS OF ITS USE. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST MINIMUM MONTHLY PAYMENTS OR OTHER AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON WHATSOEVER.

6. DISCLAIMER OF WARRANTIES. THE EQUIPMENT IS BEING PROVIDED TO YOU IN AS-IS CONDITION. NO INDIVIDUAL IS AUTHORIZED TO CHANGE ANY PROVISION OF THIS AGREEMENT. YOU AGREE THAT WE HAVE NOT MANUFACTURED THE EQUIPMENT AND THAT YOU HAVE SELECTED THE EQUIPMENT BASED UPON YOUR OWN JUDGEMENT. YOU HAVE NOT RELIED ON ANY STATEMENTS WE OR OUR EMPLOYEES HAVE MADE. WE HAVE NOT MADE AND DO NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW. YOU are aware of the name of the Equipment manufacturer and you will contact the manufacturer for a description of your warranty rights. Provided you are not in default under this Agreement, you may enforce all warranty rights directly against the manufacturer of the Equipment. You agree to settle any dispute you may have regarding performance of the Equipment directly with the supplier.

7. TITLE. The Equipment is and shall remain our sole property.
8. USE, MAINTENANCE AND REPAIR. You will not move the Equipment from the Equipment Location without our advance written consent. If we grant you written permission to relocate the Equipment to a new Equipment Location, any maintenance, service and supply costs which may be included in the Minimum Monthly Payment or any Excess Per Copy Charges, may be increased by us at our sole discretion. You will give us reasonable access to the Equipment Location so that we can check the Equipment's existence, condition and proper maintenance. You will use the Equipment in the manner for which it was intended, as required by all manuals and instructions and keep it eligible for any manufacturer's certifications. You will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. All replacement parts and repairs will become our property. You will not make any permanent alterations to the Equipment.

9. TAXES. You agree to pay when due all sales and use taxes, personal property and all other taxes and charges, license and registration fees, relating to the ownership, leasing, rental, sale, purchase, possession or use of the Equipment as part of this Lease or as billed by us. You agree to pay us any estimated property taxes when we request payment. You agree that if we pay any taxes or charges on your behalf in excess of the estimated taxes previously collected, you shall reimburse us for all such payments and shall pay us a late charge (as described in the paragraph titled Collection Expenses - Overdue Payment) on such payments if applicable with the next payment. You agree to pay us a monthly fee or an annual fee if billed annually, to reimburse us for our costs of preparing, reviewing and filing any such returns. You agree, and we have the right to (i) bill monthly or annually the estimated applicable personal property taxes together with the fees described herein and (ii) bill any remaining estimated amount due upon assessment of such taxes. Your estimated monthly payment will be based on the full amount of such taxes, without regard to any discounts we may obtain. You also agree to appoint us as your attorney-in-fact to sign your name to any document for the purpose of such filing, so long as the filing does not interfere with your right to use.

10. INDEMNITY. We are not responsible for any injuries, damages, penalties, claims or losses, including legal expenses, incurred by you or any other person caused by the transportation, installation, manufacture, selection, purchase, agreement, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the Equipment. You agree to reimburse us for and defend us against any claims for such losses, damages, penalties, claims, injuries, or expenses. This indemnity continues even after the Agreement has expired for acts of omissions which occurred during the Term of this Agreement.

11. IDENTIFICATION. You authorize us to insert or correct missing information on this Agreement, including your official name, serial numbers and any other information describing the Equipment. We will send you copies of such changes. You will attach to the Equipment any name plates or stickers we provide you.

12. LOSS OR DAMAGE. You are responsible for any loss of the Equipment from any cause at all whether or not insured, from the time the Equipment is shipped to you until it is returned to us. If any item of Equipment is lost, stolen or damaged, you will promptly notify us of such event. Then, at our option, you will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay us an amount equal to the Net Book Value (as defined in Section 15) of the lost, stolen or damaged Equipment. If you have satisfied your obligations under this Section 12, we will forward to you any insurance proceeds which we receive for lost, damaged, or destroyed Equipment. If you are in default, we will apply any insurance proceeds we receive to reduce your obligations under Section 15 of this Agreement.

13. INSURANCE. You agree to keep the Equipment fully insured against loss with us as loss payee, and (b) obtain a general public liability insurance policy covering both personal injury and property damage in amounts not less than we may tell you, naming us as additional insured, until you have met all of your obligations under this Agreement. We are under no duty to tell you if your insurance coverage is adequate. The policies shall state that we are to be notified of any proposed cancellation at least 15 days prior to the date set for cancellation. Upon our request, you agree to provide us with certificates or other evidence of insurance acceptable to us. If you do not provide us with evidence of proper insurance within 10 days of our request or we receive notice of policy cancellation, we may (but we are not obligated to) obtain insurance on our interest in the Equipment at your expense, or we may charge you a monthly charge due to the increased credit risk to us as well as to cover our increased internal overhead costs of requesting proof of physical damage insurance from you in the event that we obtain insurance as stated above, you will pay all insurance premiums and related charges.

14. DEFAULT. You will be in default under this Agreement if any of the following happens: (a) we do not receive any Monthly Minimum Payment and Excess Per Copy Charges or other payment due hereunder within 10 days after its due date, or (b) you or any of your guarantors become insolvent, are liquidated or dissolved, merge, transfer substantially all stock or assets, stop doing business, or assign rights or property for the benefit of creditors, or (c) a petition is filed by or against you or any of your guarantors under any bankruptcy or insolvency law, or (d) (for individuals) you or any of your guarantors die, or have a guardian appointed, or (e) any representation you have made in this Agreement shall prove to have been false or misleading in any material respect or (f) you or any of your guarantors break any promise made in this Agreement or any guaranty and do not correct the default within 10 days after we send you written notice of the default, or (g) you default on any other Agreement between you and us (or our affiliates).

15. REMEDIES. Upon the occurrence of a default, we may, in our sole discretion, do any or all of the following: (a) provide written notice to you of default; (b) as liquidated damages for loss of a bargain and not as a penalty declare due and payable, the present value of (i) any and all amounts which may be then due and payable by you to us under this Agreement, plus (ii) all Minimum Monthly Payments remaining through the end of the Term, discounted at the higher of 8% or the lowest rate allowed by law, plus (iii) the fair market value of the Equipment (collectively, the "Net Book Value"). We have the right to require you to make the Equipment available to us for repossession during reasonable business hours or we may repossess the Equipment, so long as we do not breach the peace in doing so, or we may use legal process in compliance with applicable law pursuant to court order to have the Equipment repossessed. You will not make any claims against us or the Equipment for trespass, damage or any other reason. If we take possession of the Equipment we may (a) sell or lease the Equipment at public or private sales or lease, and/or (b) exercise such other rights as may be allowed by applicable law. Although you agree we have no obligation to sell the Equipment, if we do sell the Equipment, we will reduce the Net Book Value by the amounts we receive. You will immediately pay us the remaining Net Book Value. You agree (a) that we only need to give you 10 days advance notice of any sale and no notice of advertising, (b) to pay all of the costs we incur to enforce our rights against you, including attorney's fees, and (c) that we will retain all of our rights against you even if we do not choose to enforce them at the time of your default.

16. YOUR OPTIONS AT END OF TERM. No more than ninety (90) days but not less than thirty (30) days prior to the expiration of the Term or any Renewal Term (as such term is defined below), you shall give us written notice of your intention at the end of the Term or such Renewal Term to either (a) continue paying Minimum Monthly Payments and Excess Per Copy Charges until the Equipment is received and accepted by us pursuant to Section 17, or (b) return the Equipment to us at the end of the Term or Renewal Term pursuant to Section 17. If you fail to provide us with written notice in the time frame referenced above, or having notified us, you fail to return the Equipment in accordance with Section 17, the Term of this Agreement shall automatically renew for an additional ~~thirteen (13) months~~ (each, a "Renewal Term") and all of the provisions of this Agreement shall continue to apply, including your obligation to pay the Minimum Monthly Payments and Excess Per Copy Charges. We reserve the right to limit the number of Renewal Terms provided to you.

17. RETURN OF EQUIPMENT. CNW will pick up Equipment at your location at the end of the term or at the time of upgrade in accordance with Section 26, provided the Equipment is located within CNW's service area. If (a) a default occurs, or (b) if the Equipment is not located within CNW's service area, you will immediately return the Equipment to any location(s) and address any carrier(s) and absorb any carrier(s) in the continental United States. The Equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications, freight prepaid and insured, maintained in accordance with Section 8, and in "Average Saleable Condition." "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third party buyer, user or lessee, other than yourself, without the need for any repair or refurbishment. All Equipment must be free of markings. You will pay us for any missing or defective parts or accessories. You will continue to pay Minimum Monthly Payments and Excess Per Copy Charges until the Equipment is received and accepted by us.

18. YOUR REPRESENTATIONS. You state for our benefit that as of the date of this Agreement (a) you have the lawful power and authority to enter into this Agreement, (b) the individuals signing this Agreement have been fully authorized to do so on your behalf, (c) by entering into this Agreement you will not violate any law or other Agreement to which you are a party, (d) you are not aware of anything that will have a material negative effect on your ability to satisfy your obligations under this Agreement, and (e) all financial information you have provided us is true and accurate and provides a good representation of your financial condition.

19. YOUR PROMISES. In addition to the other provisions of this Agreement, you agree that during the Term of this Agreement (a) you will promptly notify us in writing if you move your principal place of business, if you change the name of your business, or if there is a change in your ownership, (b) you will provide to us such financial information as we may reasonably request from time to time, and (c) you will take any action we reasonably request to protect our rights in the Equipment and to meet your obligations under this Agreement.

20. ASSIGNMENT. YOU WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE, SUB-AGREEMENT OR PART WITH POSSESSION OF THE EQUIPMENT, OR FILE OR PERMIT A LIEN TO BE FILED AGAINST THE EQUIPMENT. You will not attach any of the Equipment to any real estate. We may without notifying you, sell, assign, or transfer this Agreement and our interests in the Equipment. You agree that if we do so, the new owner (and any subsequent owners) will have the same rights and benefits that we now have, but will not have to perform any of our obligations. You agree that the rights of the new owner will not be subject to any claims, defenses, or set-offs that you may have against us. However, any such assignment, sale or transfer of this Agreement of the Equipment will not relieve us of any obligations we may have to you under this Agreement. If you are given notice of a new owner of this Agreement, you agree to respond to any requests about this Agreement and to pay the new owner all Minimum Monthly Payments and Excess Per Copy Charges and other amounts due under the Agreement.

21. COLLECTION EXPENSES, OVERDUE PAYMENT, TERMINATION. You agree that we can, but do not have to, take on your behalf any action which you fail to take as required by this Agreement and our expenses will be in addition to the Minimum Monthly Payments and Excess Per Copy Charges which you owe us. We may charge you a late charge to cover our collection costs equal to the higher of 10% of any late payment or \$22, but not more than the highest legal rate. To the extent allowed by law, any late payment or non-payment of any past due amount will accrue interest at the lower of 18% per annum or the highest legal rate from the due date until paid. If you so request and we permit the early termination of this Agreement, you agree to pay a fee for such payment.

22. MISCELLANEOUS. This Agreement contains our entire Agreement and supersedes any conflicting provision of any Equipment purchase order or any other Agreement. TIME IS OF THE ESSENCE IN THIS AGREEMENT. If a court finds any provision of this Agreement to be unenforceable, the remaining terms of the Agreement shall remain in effect. You authorize us (or our agent) to (a) obtain credit reports, (b) make such other credit inquiries as we may deem necessary, and (c) furnish payment history information to credit reporting agencies. To the extent permitted by law, we may charge you a fee of up to \$79.00 to cover our documentation and investigation costs.

23. NOTICES. All of your written notices to us must be sent by certified mail or recognized overnight delivery service, postage prepaid, to us at our address stated in this Agreement, or by facsimile transmission to our facsimile telephone number, with oral confirmation of receipt. All of our notices to you may be sent first class mail, postage prepaid, to your address stated in this Agreement. At any time after this Agreement is signed, you or we may change an address or facsimile telephone number by giving notice to the other of the change.

24. WAIVERS WE AND YOU EACH AGREE TO WAIVE AND TO TAKE ALL REQUIRED STEPS TO WAIVE ALL RIGHTS TO A JURY TRIAL. To the extent you are permitted by applicable law, you waive all rights and remedies conferred upon a lessee by Article 2A (Sections 508-522) of the Uniform Commercial Code including but not limited to your rights to: (a) cancel or repudiate this Agreement, (b) reject or revoke acceptance of the Equipment, (c) recover damages from us for any breach of warranty or for any other reason, and (d) grant a security interest in any Equipment in your possession. To the extent you are permitted by applicable law, you waive any rights you now or later may have under any statute or otherwise which require us to sell or otherwise use any Equipment to reduce our damages, which require us to provide you with notice of default, intent to accelerate amounts becoming due or acceleration of amounts becoming due, or which may otherwise limit or modify any of our rights or remedies. ANY ACTION YOU TAKE AGAINST US FOR ANY DEFAULT, INCLUDING BREACH OF WARRANTY OR INDEMNITY, MUST BE STARTED WITHIN ONE (1) YEAR AFTER THE EVENT WHICH CAUSED IT. We will not be liable for specific performance of this Agreement or for any losses, damages, delay or failure to deliver Equipment.

25. UCC FILINGS. You grant us a security interest in the Equipment if this Agreement is deemed a secured transaction and you authorize us to record a UCC-1 financing statement or similar instrument, and appoint us your attorney-in-fact to execute and deliver such instrument in order to show our interest in the Equipment.

26. UPGRADE OPTION. We may upgrade any item of Equipment provided (a) at least 30 days prior to such upgrade, you notify us in writing of your intention to upgrade the Equipment and the serial number of each item of Equipment to be upgraded, (b) we credit approve the new transaction, (c) we and you sign a new Program Agreement covering the new Equipment, (d) the new Equipment is acquired from Copiers Northwest, Inc. (e) you return the upgraded item(s) of Equipment to us in accordance with Section 17 of this Agreement, and (f) no default shall have occurred under this Agreement.

601 Dexter Ave N Seattle, WA 98109
P: (206) 282-1200 F: (206) 282-2010
www.copiersnw.com

Sales Order No:
Date: 11/23/2015
Account No:

Bill to: City of Marysville
1049 State Avenue
Marysville, WA 98270
Phone: (360) 363-8000

Ship To: City of Marysville
1049 State Avenue
Marysville, WA 98270
Phone: (360) 363-8000

Account Manager	P.O. Number	Sale Type	Payment Terms	Requested Delivery Week
Christian Colasono		Lease		10/19/15 <i>12/16/15</i>
Delivery Contact	Delivery Contact Email	IT Contact	IT Contact Email	
Sandra Gyurkovics	sgyurkovics@marysvillewa.gov	Sandra Gyurkovics	sgyurkovics@marysvillewa.gov	

Delivery Instructions: CNW WILL CONTACT CUSTOMER WITH SPECIFIC DELIVERY DATE.
Customer has been approved for KCDA pricing; Contract # 11-213. Customer will receive a check for lease satisfaction on current Ricoh C5501 & C3001 for \$1,565.05 to satisfy current lease(s). CNW will pick-up & store Ricoh's until ~ 60 days before lease termination. Customer will send (LOI) to leasing company 60 days prior to lease end date to fulfill terms. CNW will ship Ricoh's back to the leasing company's specified return address.

Qty	Item Number	Model	Description	Unit Price	Total Amount
1	8032B003BA	IR4225	imageRUNNER ADVANCE 4225		See lease for details
1	2726B001BA	IR4225	Additional Memory Type A (512MB)		
1	3723B002AA	IR4225	Utility Tray-A2		
1	3755B001AA	IR4225	Cassette Feeding Unit-AF1		
1	4805B002BA	IR4225	DADF-AG1		
1	4808B002AA	IR4225	Inner Finisher-D1 with 2/3 Hole Puncher-A1		
1	8184B002AA	IR4225	Super G3 FAX Board-AP1		
1	8188B001AA	IR4225	PCL Printer Kit-AY1		
1	8189B003AA	IR4225	PS Printer Kit-AY1		
1	5987B009AA	IR6275	imageRUNNER ADVANCE 6275		
1	3691B002BA	IR6275	Paper Deck Unit-A1 <1>		
1	3705B002AA	IR6275	External 2/3 Hole Puncher-A1 <3>		
1	3723B002AA	IR6275	Utility Tray-A2		
1	5595B001AA	IR6275	Additional Memory Type D (512MB) <12>		
1	5992B002AA	IR6275	Super G3 FAX Board-AL1		
1	6001B005AA	IR6275	PCL Printer Kit-AV1 <1> eLan		
1	6002B006AA	IR6275	PS Printer Kit-AV1 <1> eLan		
1	6010B001AA	IR6275			
1	5561B066AA	iRC5235A	imageRUNNER Advance C5235A Base Model		
1	3654B007AA	iRC5235A	Cassette Feeding Unit-AD2		


TERMS: COPIERS NORTHWEST, INC., (Seller) retains title to all equipment and supplies listed above until purchase price is paid in full. This is a binding and non-cancelable contract. In the event Customer defaults on payment the Customer remains liable for this debt and the payment of any legal fees or other cost incurred in any action to collect this debt. Customer gives Seller security interest in the property purchased in this agreement. Refer to warranty on reverse side. Changes to the original terms on the back side of this Sales Order are not valid unless initialed by an officer of Copiers Northwest.

Subtotal	
Delivery	
Sales Tax	Enter Sales Tax
TOTAL	
LESS DEPOSIT	
TOTAL DUE	

Customer has completed: Equipment Removal Form No Pickup Associated with Sale

ACCEPTED BY COPIERS NORTHWEST

ACCEPTED BY CUSTOMER



Copiers Northwest Officer Date

Authorized Signature Required Date

Printed Name Title

Printed Name Title

Revision 1506b

601 Dexter Ave N Seattle, WA 98109
P: (206) 282-1200 F: (206) 282-2010

Date: 9/23/2015
Account Manager: Christian Colasono

Bill To: City of Marysville
1049 State Avenue
Marysville, WA 98270
Phone: (360) 363-8000

Ship To: City of Marysville
1049 State Avenue
Marysville, WA 98270
Phone: (360) 363-8000

Qty	Item Number	Model	Description	Unit Price	Total Amount
1	3662B001AA	iRC5235A	Inner Finisher Additional Tray-A1 (option for Inner Finis		
1	3675B012AA	iRC5235A	Super G3 Fax Board AE2		
1	5589B001AA	iRC5235A	Inner Finisher-E1		
1	5592B005AA	iRC5235A	PCL Printer Kit-AR1		
1	5593B005AA	iRC5235A	PS Printer Kit-AR1		
1	5595B001AA	iRC5235A	Additional Memory Type D (512MB)		
2	5598B003AA	iRC5250	imageRUNNER Advance C5250 Base Model		
2	3654B007AA	iRC5250	Cassette Feeding Unit-AD2		
2	3660B006AA	iRC5250	External 2/3 Hole Puncher-B2<7>		
2	3675B012AA	iRC5250	Super G3 Fax Board AE2		
2	3723B002AA	iRC5250	Utility Tray-A2		
2	5587B002AA	iRC5250	Staple Finisher J1 (include Buffer Pass Unit G1)		
2	5592B005AA	iRC5250	PCL Printer Kit-AR1		
2	5593B005AA	iRC5250	PS Printer Kit-AR1		
2	5595B001AA	iRC5250	Additional Memory Type D (512MB)		

ACCEPTED BY COPIERS NORTHWEST

ACCEPTED BY CUSTOMER

Copiers Northwest Officer Date

Printed Name Title

✓ _____
Authorized Signature Required Date

✗ _____
Printed Name Title

Revision 1404a

City of Marysville: Schedule A

Equipment	Department	Address
1.) Canon IR6275	City Hall Workroom	1049 State Ave. Marysville, WA. 98270
2.) Canon IRC5250	Executive Office	1049 State Ave. Marysville, WA. 98270
3.) Canon IRC5250	Police Custody	1635 Grove St. Marysville, WA 98270
4.) Canon IR4225	Court Probation	1015 State Avenue Marysville, WA 98270
5.) Canon IRC5235	Police Detectives	1635 Grove St. Marysville, WA 98270

Initials: ✕ _____

City of Marysville: Itemized		
Equipment	Department	Monthly Obligation
1.) Canon IR6275	City Hall Workroom	\$603.83
2.) Canon IRC5250	Executive Office	\$495.62
3.) Canon IRC5250	Police Custody	\$451.42
4.) Canon IR4225	Court Probation	\$125.00
5.) Canon IRC5235	Police Detectives	\$332.31
Total:		\$2,008.18

Initials: ✕ _____

AMENDMENT TO AGREEMENT

This amendment is dated and is entered into by and among Wells Fargo Financial Leasing, Inc. ("WFFL"), Copiers Northwest, Inc. ("Dealer") and CITY OF MARYSVILLE ("Customer," "You" or "Your").

RE: Program Agreement app # 898138 (the "Agreement")

Customer hereby acknowledges Dealer's assignment of the Agreement to WFFL. Customer has requested that Dealer invoice Customer for all amounts due under the Agreement. As an administrative convenience to you, WFFL hereby authorizes Dealer to invoice you and collect amounts due from You under the Agreement. You agree that the amounts due under the Agreement are and shall be unconditionally due and not subject to any holdback, defense or set-off for any reason. You may pay the amounts due under the Agreement directly to Dealer for Dealer's remittance back to WFFL. You further acknowledge that WFFL, may, at any time, in its sole discretion, bill you directly for the payments due pursuant to the Agreement. WFFL or its assigns may do this in the event Dealer no longer desires or is capable of transmitting payments to us or for any other reason in WFFL's or its assigns' sole discretion.

WFFL may assign its rights under the Agreement to a third party without notice to Customer and Customer agrees that it will pay any such assignee the payments due under the Agreement upon any demand therefore from the assignee. The Customer agrees that the rights of WFFL's assignee will not be subject to any claims, defenses or set-offs that the Customer may have against WFFL or Dealer.

AGREED AND ACKNOWLEDGED:

Wells Fargo Financial Leasing, Inc.

Copiers Northwest, Inc.

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

Customer: CITY OF MARYSVILLE

X

Signature

X

Print Name

X

Title

X

Date**

NON-APPROPRIATION ADDENDUM TO LEASE NO. _____

BETWEEN

Wells Fargo Financial Leasing, Inc

AS "LESSOR"

AND

City of Marysville

AS "LESSEE"

DATE OF LEASE: _____

If Lessee requests from its legislative body of funding authority funds to be paid to Lessor under this Lease and,

1. Notwithstanding the making of such request in accordance with appropriate procedures, such legislative body or funding authority does not appropriate funds to be paid to Lessor in the next occurring renewal term; and
2. Such non-appropriation did not result from any act or failure to act of Lessee; and
3. Lessee has exhausted all funds legally available for obligations under the Lease; and
4. There is no other legal procedure by which payment can be made to Lessor; then

Lessee may, upon prior written notice to Lessor effective 60 days after the giving of such notice or upon the exhaustion of the funding authorized for the then current appropriation period, whichever is later, return the equipment to Lessor at Lessee's expense and thereupon be released from its obligation to make any further rental payments to Lessor, provided:

- (a) Lessor has received a written opinion from Lessee's counsel verifying items 1 through 4 above: and
- (b) the equipment is returned to lessor in compliance with the terms of the Lease; and
- (c) the notice is accompanied by payment of all amounts then due to Lessor under this Lease; and
- (d) Lessee does not directly or indirectly purchase, lease or in any way acquire any services or equipment which in whole or part are essentially the same services or equipment supplied or provided hereunder, for the balance of the appropriation period following Lessee's exercise of its termination rights provided herein and also for the next following appropriation period.

Lessor's remedies following such termination shall be to retain all sums paid hereunder by Lessee including any advance rental payments and security deposit, take possession of the equipment, and/or sell, dispose of, hold, use or lease the equipment as Lessor in its sole discretion may desire, without any duty to account to Lessee.

Lessee agrees that the terms and conditions of this Lease and this Addendum conform with the terms and conditions of any purchase order, bid or other specifications issued regarding the equipment covered by the Lease or, if they do not conform, that the terms and conditions of this Lease and this Addendum shall prevail over any conflicting terms of a purchase order bid or other specifications. Lessee verifies that the Lease is a valid and binding obligation of the Lessee and that Lessee has consulted with its legal counsel and confirmed that the terms of the Lease are not violative of any applicable state or federal law.

This Addendum is hereby made a part of and incorporated into the Lease referred to above as of this _____ Day _____ of 20 15.

City of Marysville

(Lessee)

Wells Fargo Financial Leasing, Inc.

(Lessor)

By X _____

By _____

Title X _____

Title _____



601 Dexter Ave N Seattle, WA 98109
 P: (206) 282-1200 F: (206) 282-2010
 www.copiersnw.com

Equipment Removal Form

Customer: City of Marysville
Address: 1049 State Avenue
 Marysville, WA 98270
Phone: (360) 363-8000
Account Rep: Christian Colasono

This document must be completed prior to authorizing and scheduling any equipment pickups. Please list the equipment and complete the "Trade In Section" -OR- the "Lease Return Section". Additional equipment can be listed on page two of this form.

	Make	Model	Serial	Lease Return or Trade In
1		See Attached Removal Form		
2				

Trade In Section *DO NOT COMPLETE LEASE SECTION FOR TRADE IN EQUIPMENT*

By initialing the box to the left, I the undersigned agree that all equipment marked "Trade In" "TI" or "Customer Owned" is free and clear of any liens or encumbrances. The title and ownership of this equipment is transferred to Copiers NW, Inc. Copiers NW is under no circumstance responsible for any data, documents, images, or other information stored on or in the device, the device hard drive(s), or any memory module(s).

Initials

****OR****

Lease Return Section *LEASES ONLY, DO NOT FILL OUT FOR TRADE INS*

Please fill out a separate copy of this form for each different lease. If you are trading in customer owned equipment, you do not need to complete this section. Additional equipment on the same lease can be listed on page two of this form.

Copiers NW Leased Equipment - Copiers Northwest will manage my equipment return as part of the lease upgrade and/or buyout as the originating dealer of the returned equipment.

Non-Copiers NW Leased Equipment - Customer must fill out the following sections as a requirement of CNW picking up the equipment and returning it to the leasing company.

- A Lease Copy** - Please submit a copy of the lease for the equipment listed above and/or on page two of this form. It contains important terms and conditions that may dictate ownership and return information.
- B Letter of Intent** - A letter of intent is usually sent 30 to 120 days prior to lease end, and **it is Customer's responsibility to notify Leasing Company of their intention to return the equipment.** It is important that you check the terms and conditions of your lease for specific requirements.

Customer Contact 1 Email:

Customer Contact 2 Email:

- C Shipping Instructions** - Return shipping instructions must be forwarded immediately upon receipt to CNW via certified mail to the address above ATTN: LEASING or via email to equipmentreturns@copiersnw.com.

Expected Return Date:

- D Buyout Check** - The Buyout Check to you, Customer, is intended to offset the remaining stream of payments due under the existing lease contract. Customer is solely responsible for this lease contract(s) and Copiers Northwest accepts no responsibility for any additional charges unless specifically noted.

Maximum Buyout Amount:

No buyout check

Check Options: Buyout to be paid by Copiers Northwest to Customer who will pay Leasing Company.
 Buyout to be paid by Copiers Northwest to Leasing Company. A copy of the buyout invoice from the Leasing Co must be provided to CNW to select this option.

Notes: PU & store until Ricoh returns to leasing co. (Covered as part of St Contract)

Copiers NW agrees to remit any buyout check included in the new lease within 30 business days of the funding of the new lease unless Customer has failed to provide sufficient documentation including: lease copy, letter of intent, shipping instructions and/or signed lease buyout letter. Copiers NW agrees to store said equipment at Customer's request for a period not to exceed 90 days from removal from Customer's location. After 90 days, Copiers NW reserves the right to charge storage fees until the equipment is shipped back to Leasing Company. Copiers NW is not responsible for damaged or stolen equipment. Customer must maintain insurance coverage on equipment until said equipment is received by Leasing Company or Leasing Company's agent. Copiers NW is under no circumstance responsible for any data, documents, images, or any other information stored on or in the device, the device hard drive(s), or any memory module(s).

ACCEPTED BY COPIERS NORTHWEST

ACCEPTED BY CUSTOMER

Authorized Signature Required / Date

Authorized Signature Required / Date

Printed Name / Title

Revision 1505a

Printed Name / Title

Equipment Removal Form

Page 2 for listing additional equipment

Customer: City of Marysville

Address: 1049 State Avenue
Marysville, WA 98270

Phone: (360) 363-8000

Account Rep: Christian Colasono

	Make	Model	Serial	Lease Return or Trade In
3	Ricoh	907EX	V5010500176	Lease Return
4	Ricoh	C5501	V9615600335	Lease Return
5	Ricoh	C5501	V9605900394	Lease Return
6	Ricoh	2550	M6585901147	Lease Return
7	Ricoh	C3001	V9315701586	Lease Return
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Peace of Mind Guarantees

1. **Can't Go Wrong Guarantee**-If for any reason, you're not pleased with your new system during the first 12 months of your agreement, Copiers Northwest will give you 100% trade-in credit towards the acquisition of another system of similar value. You have the peace of mind of being able to not only change models, but change manufacturers. For example, if you selected a Canon system, you may change to a Sharp system.

2. **Never Down Guarantee**-In the event your equipment becomes non-operable and you have placed a service call, simply bring your job, paper and an operator to any Copiers Northwest location and we will help you get your job completed on time at your current price per page.

3. **Uptime Guarantee**-We guarantee your equipment will be operable for a minimum of 95% during normal business hours each year. Should we fail to maintain this performance standard, you will receive a 20% credit toward that machine's annual service and supply agreement, up to \$1,000.

"Fix It Right The First Time Incentive Program". Our service vehicles stock double the national average, so our technicians have the right parts on hand when they arrive to fix your system. Our technicians are compensated on copies between calls, not rewarded for low parts usage. This encourages them to fix your equipment right the first time.

4. **Lifetime Guarantee**-Your equipment will perform to manufacturer's specifications for as long as you own it. If we are unable to repair your equipment in your office, we will provide you a free temporary replacement until the repair has been completed. If we are unable to repair your equipment, we will replace it with a system of equal or greater capabilities at no additional charge.

5. **Rapid Response Guarantee**-We will respond to your network questions via our Help Desk with a 15 minute average response time. We offer a staffed Help Desk 8:00AM-5:00PM for free phone support for any connectivity question.

6. **Free Installation Guarantee**-Copiers Northwest customers receive free delivery, set-up, network connection and training on all Canon imageRUNNER, Sharp and other qualifying systems.

7. **Training Guarantee**-We guarantee free equipment training at the time of installation and when appropriate.

8. **Supplies Guarantee**-Our supplies meet all rigid manufacturer's specifications. We only use Original Equipment Manufacturer supplies for Canon and Sharp products and they are competitively priced and kept in our inventory for prompt shipment.

*Guarantees apply to new equipment continuously covered by our PrintSmart Print Management Agreement or FlexPlan Cost Per Copy acquisition programs provided your account is kept in good standing. Uptime Guarantee is calculated upon the anniversary date of equipment installation.

CITY OF MARYSVILLE Company	X
X	X
Customer Acceptance	Date
X	X
Copiers Northwest, Inc Acceptance	Date