

ITEM

24-020

To consider and act on authorizing the Town Manager to execute a lease agreement with US Bank Equipment Finance for the lease of 2 photocopiers



APPLICATION NO.

AGREEMENT NO.



EQUIPMENT FINANCE

Lease Agreement

Document Solutions

Send Account Inquiries to: 1310 Madrid Street, Suite 101 • Marshall, MN 56258 • Phone: (800) 328-5371 • Fax: (800) 328-9092
Send Payments to: P.O. Box 790448 • St. Louis, MO 63179-0448

The words "Lessee," "you" and "your" refer to Customer. The words "Lessor," "we," "us" and "our" refer to U.S. Bank Equipment Finance, a division of U.S. Bank National Association ("U.S. Bank Equipment Finance").

CUSTOMER INFORMATION

FULL LEGAL NAME

Town Of Cumberland

STREET ADDRESS

290 Tuttle Rd

CITY

Cumberland

STATE

ME

ZIP

04021

PHONE

207-829-5559

FAX

BILLING NAME (IF DIFFERENT FROM ABOVE)

BILLING STREET ADDRESS

CITY

STATE

ZIP

E-MAIL

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)

SUPPLIER INFORMATION

FULL LEGAL NAME

Kyocera Document Solutions

STREET ADDRESS

55 Bradley Dr

CITY

Westbrook

STATE

ME

ZIP

04092

PHONE

207-797-7224

FAX

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES

1 Kyocera TASKalfa 6054 CI

SERIAL NO.

1 Kyocera TASKalfa 3554 CI

together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

☐ See attached Schedule A
TERM AND PAYMENT INFORMATION

63

Payments* of \$

746.00

If you are exempt from sales tax, attach your certificate.

*plus applicable taxes

The payment ("Payment") period is monthly unless otherwise indicated.

END OF TERM OPTIONS

You may choose one of the following options, which you may exercise at the end of the term, provided that no event of default under this Agreement has occurred and is continuing. If no box is checked and initialed, Fair Market Value will be your end of term option. Fair Market Value means the value of the Equipment in continued use.

☒ Purchase all of the Equipment for its Fair Market Value, renew this Agreement, or return the Equipment.

____ Customer's Initials

☐ Purchase all of the Equipment for \$1.00. At the end of the term, title to the Equipment will automatically transfer to you, AS IS, WHERE IS, with no warranties of any kind.

____ Customer's Initials

Upon acceptance of the Equipment, THIS AGREEMENT IS NONCANCELABLE, IRREVOCABLE AND CANNOT BE TERMINATED.

LESSOR ACCEPTANCE

U.S. Bank Equipment Finance

LESSOR

SIGNATURE

TITLE

DATED

CUSTOMER ACCEPTANCE

BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT ON THIS PAGE AND ON PAGE 2 ATTACHED HERETO.

X

CUSTOMER (as referenced above)

SIGNATURE

TITLE

DATED

FEDERAL TAX I.D. #

PRINT NAME

DELIVERY & ACCEPTANCE CERTIFICATE

You certify and acknowledge that all of the Equipment listed above: 1) has been received, installed and inspected; and 2) is fully operational and unconditionally accepted. Upon you signing below, your promises in this Agreement will be irrevocable and unconditional in all respects. You understand and agree that we have paid for the purchase of the Equipment from Supplier and you may contact Supplier for any warranty rights, which we transfer to you for the term of this Agreement (or until you default).

X

CUSTOMER (as referenced above)

SIGNATURE

TITLE

ACCEPTANCE DATE

26873 (2017)

1. AGREEMENT: You agree to lease from us the goods ("Equipment") and, if applicable, finance certain software, software license(s), software components and/or professional services in connection with software (collectively, the "Financed Items," which are included in the word "Equipment" unless separately stated) from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as described in this Agreement and in any attached schedule, addendum or amendment hereto ("Agreement"). You represent and warrant that you will use the Equipment for business purposes only. You agree to all of the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document. This Agreement becomes valid upon execution by us. The term shall start on the date we pay Supplier. The first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month (the "Scheduled Due Date") unless a different due date is mutually agreed to by us and you. If the parties agree to adjust the Payment due date (an "Adjusted Due Date"), in addition to all Payments and other amounts due hereunder, you will pay an interim payment in an amount equal to 1/30th of the Payment, multiplied by the number of days between the Scheduled Due Date and the Adjusted Due Date. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law.

2. OWNERSHIP; PAYMENTS; TAXES AND FEES: We own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain with Supplier thereof. You will pay all Payments, as adjusted, when due, without notice or demand and without abatement, set-off, counterclaim or deduction of any amount whatsoever. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or, if less, the maximum charge allowed by law. The Payment may be adjusted proportionately upward or downward: (i) if the shipping charges or taxes differ from the estimate given to you; and/or (ii) to comply with the tax laws of the state in which the Equipment is located. You shall pay all applicable taxes, assessments and penalties related to this Agreement, whether levied or assessed on this Agreement, on us (except on our income) or you, or on the Equipment, its lease, sale, ownership, possession, use or operation. If we pay any taxes or other expenses that are owed hereunder, you agree to reimburse us when we request. You agree to pay us a yearly processing fee of up to \$50 for personal property taxes we pay related to the Equipment. You agree to pay us a fee of up to \$50 for filing and/or searching costs required under the Uniform Commercial Code ("UCC") or other laws. You agree to pay us an origination fee of up to \$125 for all closing costs. We may apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for insufficient funds, you will pay us a service charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. EQUIPMENT; SECURITY INTEREST: At your expense, you shall keep the Equipment: (i) in good repair, condition and working order, in compliance with applicable laws, ordinances and manufacturers' and regulatory standards; (ii) free and clear of all liens and claims; and (iii) at your address shown on page 1, and you agree not to move it unless we agree in writing. You grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement or any other agreement with us ("Other Agreements"), except amounts under Other Agreements which are secured by land and/or buildings. You authorize and ratify our filing of any financing statement(s) to show our interest. You will not change your name, state of organization, headquarters or residence without providing prior written notice to us. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE: You agree to keep the Equipment fully insured against all risk, with us named as lender's loss payee, in an amount not less than the full replacement value of the Equipment until this Agreement is terminated. You also agree to maintain commercial general liability insurance with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. You will provide written notice to us within 10 days of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you do not provide us with acceptable evidence of property insurance within 30 days after the start of this Agreement, we may, at our sole discretion, charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. **NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT.** We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, leasing, manufacture, use, condition, inspection, removal, return or storage of the Equipment. All indemnities will survive the expiration or termination of this Agreement. You are responsible for any loss, theft, destruction or damage to the Equipment ("Loss"), regardless of cause, whether or not insured. You agree to promptly notify us in writing of any Loss. If a Loss occurs and we have not otherwise agreed in writing, you will promptly pay to us the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. Any proceeds of insurance will be paid to us and credited against the Loss. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to a Loss.

5. ASSIGNMENT: YOU SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER, PLEDGE OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent. You shall not consolidate or merge with or into any other entity, distribute, sell or dispose of all or any substantial portion of your assets other than in the ordinary course of business, without our prior written consent, and the surviving, or successor entity or the transferee of such assets, as the case may be, shall assume all of your obligations under this Agreement by a written instrument acceptable to us. No event shall occur which causes or results in a transfer of majority ownership of you while any obligations are outstanding hereunder. We may sell, assign, or transfer this Agreement without notice to or consent from you. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. **You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us.** This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. DEFAULT AND REMEDIES: You will be in default if: (i) you do not pay any Payment or other sum due to us or you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or fail to perform or pay under any material agreement with any other entity; (ii) you make or have made any false statement or misrepresentation to us; (iii) you or any guarantor dies, dissolves, liquidates, terminates existence or is in bankruptcy; (iv) you or any guarantor suffers a material adverse change in its financial, business or operating condition; or (v) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can cancel this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any remedies available to us under the UCC and any other law and we may require that you immediately stop using any Financed Items. If we take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement and you will be responsible for any deficiency. In the event of any dispute or enforcement of our rights under this Agreement or any related agreement, you agree to pay our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. **WE SHALL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE.** Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.

7. INSPECTIONS AND REPORTS: We have the right, at any reasonable time, to inspect the Equipment and any documents relating to its installation, use, maintenance and repair. Within 30 days after our request (or such longer period as provided herein), you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains. You authorize us to obtain credit bureau reports for credit and collection purposes and to share them with our affiliates and agents.

8. END OF TERM: Unless the purchase option is \$1.00, at the end of the initial term, this Agreement shall renew for successive 12-month renewal term(s) under the same terms hereof unless you send us written notice between 90 and 150 days before the end of the initial term or at least 30 days before the end of any renewal term that you want to purchase or return the Equipment, and you timely purchase or return the Equipment. You shall continue making Payments and paying all other amounts due until the Equipment is purchased or returned. As long as you have given us the required written notice, if you do not purchase the Equipment, you will return all of the Equipment to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. **YOU ARE SOLELY RESPONSIBLE FOR REMOVING ANY DATA THAT MAY RESIDE IN THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO HARD DRIVES, DISK DRIVES OR ANY OTHER FORM OF MEMORY.**

9. USA PATRIOT ACT NOTICE; ANTI-TERRORISM AND ANTI-CORRUPTION COMPLIANCE: To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity. You and any other person who you control, own a controlling interest in, or who owns a controlling interest in or otherwise controls you in any manner ("Representatives") are and will remain in full compliance with all laws, regulations and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terrorism; and neither you nor any of your Representatives is or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Department of State. You shall, and shall cause any Representative to, provide such information and take such actions as are reasonably requested by us in order to assist us in maintaining compliance with anti-money laundering laws and regulations.

10. MISCELLANEOUS: Unless otherwise stated in an addendum hereto, the parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually or electronically signed signature and is held or controlled by us; and (iii) to the extent this Agreement constitutes chattel paper (as defined by the UCC), a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you or we executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually and to send to us the manually signed, duly executed documents via overnight courier on the same day that you send us the facsimile, scanned or electronic transmission of the documents. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. Whenever our consent is required, we may withhold or condition such consent in our sole discretion, except as otherwise expressly stated herein. From time to time, Supplier may extend to us payment terms for Equipment financed under this Agreement that are more favorable than what has been quoted to you or the general public, and we may provide Supplier information regarding this Agreement if Supplier has assigned or referred it to us. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications, including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system, from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider. You authorize us to make non-material amendments (including completing and conforming the description of the Equipment) on any document in connection with this Agreement. Unless stated otherwise herein, all other modifications to this Agreement must be in writing and signed by each party or in a duly authenticated electronic record. This Agreement may not be modified by course of performance.

11. WARRANTY DISCLAIMERS: WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS." YOU HAVE SELECTED SUPPLIER AND THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, INFRINGEMENT OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS. SO LONG AS YOU ARE NOT IN DEFAULT UNDER THIS AGREEMENT, WE ASSIGN TO YOU ANY WARRANTIES IN THE EQUIPMENT GIVEN TO US.

12. LAW; JURY WAIVER: This Agreement will be governed by and construed in accordance with Minnesota law. You consent to jurisdiction and venue of any state or federal court in Minnesota and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **BOTH PARTIES WAIVE ALL RIGHTS TO A TRIAL BY JURY.**

Purchase Agreement

[illegible]

The Products described above are purchased under the following terms:

- | | |
|---------------------|--------|
| Subtotal | Leased |
| \$0.0550 | |
| Sales Tax | |
| Del/Install | |
| Total Amount | |
| Less Deposit | |
| Amount Due | |

☐ **No**

Kyocera Document Solutions Representative

Page 1 of 1



Sales Rep	David Fournier	
P.O. #		
Contract #		
Begin Date		Renewal Date

Maintenance Agreement

Ship To			Bill To		
Town of Cumberland					
290 Tuttle Road					
Cumberland	ME	04021			
Contact Name			Contact Name		
Phone/Fax	(207) 829-5559		Phone/Fax		
E-mail			E-mail		
<input checked="" type="checkbox"/> All-Inclusive Maintenance and Supplies		<input type="checkbox"/> Basic Maintenance Services		<input type="checkbox"/> Managed Print Services Agreement	
Includes - Toner, Drums or Photoconductors, Filters, Parts, Preventative Maintenance & Labor Excludes - Paper, Staples, Labels or Transparencies *NETWORK SUPPORT IS NOT INCLUDED		Includes - Parts & Labor Only Excludes - Supply Units, Paper, Staples, Labels or Transparencies, Fuser, Maintenance Kits *NETWORK SUPPORT IS NOT INCLUDED		Includes - Toner, Parts, Maintenance Kits, Account Review Excludes - Paper, Staples, Labels or Transparencies *NETWORK SUPPORT IS NOT INCLUDED	

Equipment Covered Under Agreement

Model	Serial #	Equipment ID#	Begin Meter
TASKalfa 3554ci			
TASKalfa 6054ci			

Contract Pricing

Base Billing Cycle is	Monthly	Base of		for		B&W Images
		and		for		Color Images
Other						

Overage Billing Cycle is	Monthly	Rate on Kyocera devices		B&W Images
				Color Images
				Color Level 1 Images
				Color Level 2 Images
				Color Level 3 Images
Other				

Rate on non-Kyocera devices		B&W Images
		Color Images

Comments:

Keep On current Contract

Customer Acceptance

This agreement consisting of the Terms and Conditions appearing above and on the reverse side are hereby approved and accepted by the respective Parties. See reverse for additional terms.

Authorized Signature		Kyocera Document Solutions Representative	
Signature	Date	Signature	Date
Print Name		Print Name	

KYOCERA Document Solutions America
 One Jewel Drive
 Wilmington, MA 01887
 Tel: 800-847-3526

kyoceradocumentsolutions.us

Maintenance Agreement

TERMS AND CONDITIONS

1. GENERAL SCOPE OF COVERAGE

This Agreement covers the labor, material and parts for repairs necessitated by normal use of the devices listed on the front side and any attached Schedule (the "Devices"), subject to the limitations set forth below. The All-Inclusive Maintenance Services and Managed Print Services Includes toner, developer, MK kits and photoreceptor drums in amounts consistent with manufacturers published yields and servicing intervals. Freight charges may be charged, and additional supplies will be billed at the Standard Service Rates. Basic Maintenance Service includes labor and non-consumable repair parts only.

2. SERVICE CALLS

Service calls will be made during normal business hours and at the installation addresses, both of which are shown on the front side of this Agreement. Travel and labor time for service call after normal hours, on weekend and holidays, if and when available, will be charged at overtime rates in effect at the time the service call is made.

3. LIMITATIONS AND EXCLUSIONS

Kyocera's obligation for service and maintenance shall be limited to only those listed Devices. All-Inclusive Maintenance Services and Managed Print Services do not include paper, staples, labels, or transparencies. Basic Maintenance Service does not include toner, developer, imaging units, photoreceptor drums, MK kits, paper, staples, labels or transparencies.

The following services events are not covered under this Agreement and will be invoiced to the Customer at Kyocera's Standard Service Rates. Service calls resulting from:

- a) A malfunction of, or damage caused by, peripheral equipment not listed in the Agreement.
- b) The use of paper and toner or other supplies not meeting Kyocera's specifications.
- c) User error or failure to perform operator maintenance as defined in the operator manuals.
- d) Electrical or mechanical work external to the Devices and/or system.
- e) Repair or replacement of network printing, scanning, faxing functions affected by updates or modifications of the Customer's network.
- f) Repair or replacement of peripheral equipment such as Flery controllers, coin vending equipment, etc., unless added and charged as separate line item in the Agreement.
- g) Operator negligence, misuse, accidents, acts of God, natural disasters, improper storage, and unusual physical or electrical stress.

4. TERM

This annual Agreement shall become effective upon Kyocera's receipt of a signed Agreement and/or payment of the initial annual maintenance charge and shall renew for another annual term upon the anniversary date of the contract. Either party may cancel this Agreement with written notice to the other party 30 days prior to the end of the initial term or any renewal term.

5. RENEWAL TERM

The initial annual charge for maintenance under this Agreement shall be the amount set forth on the front side. The annual maintenance charge with respect to any renewal term will be the charge in effect at the time of renewal. Kyocera may raise the annual Service Agreement charge by up to 15% for any new annual renewal term. Such charges to be assessed on a pro-rated basis. Alternatively, Kyocera shall have the right to cancel the service for those Devices.

6. CUSTOMER METER READING AND REPORTING OBLIGATIONS

Customer agrees to provide Kyocera with accurate and timely meter readings at the end of each applicable billing period through the use of Kyocera Fleet System ("KFS") software during the Initial Term and all subsequent Renewal Terms. The Maintenance Pricing is based on the use of KFS Software. A higher Maintenance Price or an additional service fee may be charged if the Customer elects not to use the KFS Software. If Customer fails to provide Kyocera with timely meter readings, then Kyocera can estimate meter reading and bill Customer base upon Customer's prior usage.

7. TONER USAGE

In All-Inclusive Maintenance Services and Managed Print Services, Kyocera will provide toner in amounts proportionate to Customers contracted page volume. If Customers usage requires excessive amounts of toner, Kyocera will conduct a usage analysis to determine the root cause and share the analysis with Customer. If findings reveal inordinately high toner saturation due to customers specific applications, Kyocera may charge a higher contract rate to offset the excessive toner coverage. Toner stored at Customers location remains the property of Kyocera. Kyocera reserves the right to conduct a physical inventory of stored toner during normal business hours.

8. EQUIPMENT RECONDITIONING

If in its sole discretion, Kyocera determines a shop reconditioning is necessary to keep the Devices unit(s) in working condition, Kyocera will provide the Customer with an estimate of needed repairs, which will be in addition to the charges payable under this Agreement. If the Customer does not authorize such reconditioning, Kyocera may discontinue service of the Devices unit(s) under this Agreement or may refuse to cover the unit(s) upon the expiration of the Agreement. Thereafter, service will be available on a "Per Call" basis at the then current published labor rates plus any parts or supplies required during the service call.

9. RELOCATION AND ADDITION OF DEVICES

Customer is required to immediately notify Kyocera upon installation of any additional equipment and/or movement of covered Devices at Customer's site. Customer shall be responsible for service and freight charges connected with the movement or relocation of Devices. For MPS Agreements, if Devices are moved outside Kyocera's authorized service area, Kyocera shall have the option to charge an additional amount to have the Devices serviced in the new location. If additional equipment is installed and Kyocera deems equipment serviceable, such equipment shall automatically be added to Schedule A, and shall be considered Devices for all purposes under this Agreement.

10. CHARGES

Customer agrees to pay the total of all charges for maintenance, service, and repair during the initial term and any renewal term within 10 days of the date of Kyocera invoice for such charges. Alterations, attachments, or specification changes may require an increase in maintenance charges and Customer agrees to pay such charges promptly when due. If the Customer does not pay all charges for maintenance or parts, promptly when due: Kyocera may (a) refuse to service the equipment, or (b) furnish service on a C.O.D. "Per Call" basis at Kyocera Standard Service Rates. Overdue accounts will be charged a late payment fee, of the lesser of, 1.5% per month or the maximum allowed by law. A fee of \$25.00 will be charged for all returned checks. Customer shall be responsible for all costs and attorney fees associated with collection efforts, if any.

11. MISCELLANEOUS

- a) **Limitation of Liability.** In no event shall Kyocera be liable to Customer or any other party for any lost profits or special, incidental, or consequential damages arising out of or in connection with this Agreement.
- b) **Freight and Delivery Charges.** Kyocera may charge the Customer a freight or delivery charge for deliveries or shipments, which shall not exceed 10% of the invoice amount for the products in the applicable delivery or shipment.
- c) **Laws.** This Agreement and any amendments thereto shall be governed in accordance with the laws of the State where the services are being provided.
- d) **Assignment.** This Agreement may not be assigned by Customer without Kyocera's written consent.
- e) **Taxes.** Customer shall be responsible for and pay any and all taxes, including sales taxes, related to services under this Agreement.
- f) **Delays.** Kyocera will not be liable for any failure to perform which may be attributable to the inability to obtain raw materials, parts or supplies through usual and regular sources, delays in carriers, acts of God, governmental actions, or any other causes beyond its reasonable control.

KYOCERA Document Solutions America
One Jewel Drive
Wilmington, MA 01887
Tel: 800-847-3526

kyoceradocumentsolutions.us

Certificate Of Completion

Envelope Id: DD98D798C24F4C33833F1A88E088B71F	Status: Sent
Subject: Complete with DocuSign: doc00111620240226144050.pdf	
Source Envelope:	
Document Pages: 5	Signatures: 0
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	David Fournier
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	225 Sand Road
	Fairfield, NJ 07004
	Dave.fournier@da.kyocera.com
	IP Address: 66.211.154.218

Record Tracking

Status: Original	Holder: David Fournier	Location: DocuSign
2/26/2024 11:52:45 AM	Dave.fournier@da.kyocera.com	

Signer Events	Signature	Timestamp
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BRENDA MOORE		Sent: 3/5/2024 10:16:22 AM
Bmoore@cumberlandmaine.com		Viewed: 3/5/2024 11:00:05 AM
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure:		
Accepted: 3/5/2024 11:00:05 AM		
ID: fc850c89-b7c9-411d-862b-ce2bd0416ed6		

William Shane		Sent: 3/5/2024 10:16:21 AM
wshane@cumberlandmaine.com		
Town Manager		
Town of Cumberland		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure:		
Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Katharine Johnston	<div>COPIED</div>	Sent: 2/26/2024 11:57:45 AM
Kjohnston@cumberlandmaine.com		Resent: 3/5/2024 10:16:20 AM
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure:		
Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/26/2024 11:57:45 AM
Envelope Updated	Security Checked	2/27/2024 10:22:57 AM
Envelope Updated	Security Checked	3/5/2024 10:16:19 AM
Envelope Updated	Security Checked	3/5/2024 10:16:19 AM
Envelope Updated	Security Checked	3/5/2024 10:16:20 AM

Payment Events	Status	Timestamps
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