

Maintenance Agreement

Customer Information

Sold to Acct #: <u>0000822100</u>		Payer/Bill to Acct #: _____		Ship to Acct #: _____	
Name: <u>BOROUGH OF WOODLAND PARK</u>		Name: <u>BOROUGH OF WOODLAND PARK</u>		Name: <u>BOROUGH OF WOODLAND PARK</u>	
Attn/Dept: _____		Attn/Dept: _____		Attn/Dept: <u>THOMAS MINNELLA</u>	
Ste/Rm: _____		Ste/Rm: _____		Ste/Rm: _____	
Address: <u>5 BROPHY LN</u>		Address: <u>5 BROPHY LN</u>		Address: <u>5 BROPHY LANE</u>	
City: <u>WOODLAND PARK</u>		City: <u>WOODLAND PARK</u>		City: <u>WOODLAND PARK</u>	
State: <u>NJ</u> Zip: <u>07424-2752</u>		State: <u>NJ</u> Zip: <u>07424-2752</u>		State: <u>NJ</u> Zip: <u>07424</u>	
Tax Exempt Customer? ☒ Yes ☐ No		Tax Exemption Number: <u>22-6002401</u>		Tax Exemption Certificate must be attached when applicable.	
PO Required? ☐ Yes ☒ No		PO Number: _____		PO Expiration Date: _____ PO must be attached when applicable.	
☐ Individual PO ☐ Blanket PO		PO Contact: _____		Email: _____ Ph: _____	
Fleet Manager? ☐ Yes ☒ No		Name: _____		Email: _____ Ph: _____	

Coverage / Billing Options

Coverage Options: Select Options: ☒ Supply Inclusive ☐ After Hours Service - Requires After Hours Agreement ☒ Decline Digital Connected Support* * Digital Connect Support will be added automatically billed at \$12.00 per serial number monthly, unless declined above. Billing Options: Initial Term in Months: ☐ 36 ☐ 48 ☒ 60 ☐ Other _____ Flat Rate Frequency: ☐ Monthly ☒ Quarterly ☐ Annually Meter Frequency: ☐ Monthly ☒ Quarterly ☐ Annually Aggregate Volume: ☐ B/W ☐ Color Effective Date: ☒ On Install ☐ Date: _____ Billing Day: ☒ Selected by KMBS ☐ Preferred Day: _____ (29th, 30th, and 31st are not an available selection)	Wide Format Select Options: ☐ Toner (Black Only) ☐ 20lb Bond Roll Paper ☐ Decline Digital Connected Support* Wide Format Initial Term in Months: ☐ 36 ☐ 48 ☐ 60 ☐ Other _____ Flat Rate Frequency: ☐ Monthly ☐ Quarterly ☐ Annually Meter Frequency: ☐ Monthly ☐ Quarterly ☐ Annually Aggregate Volume: ☐ B/W ☐ Color Effective Date: ☐ On Install ☐ Date: _____ Billing Day: ☐ Selected by KMBS ☐ Preferred Day: _____ (29th, 30th, and 31st are not an available selection)
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Maintenance Pricing

Internal Use
MA #: _____

Item	Model Description	Serial Number	Type	Monthly Minimum Volume	Monthly Flat Rate \$	Cost Per Copy Rate \$	Start Meter	Sub Fleet	Price Plan
1	BIZHUB 368E 4GB ME MORY COPIER/PRINT		Color			0.00820			
			B/W						
2			Color						
			B/W						
3			Color						
			B/W						

☐ Additional Equipment on Schedule B

Item	Model Description	Serial Number	Type	Monthly Minimum Volume (Sq. Feet)	Monthly Flat Rate \$	Cost Per Square Foot Rate \$	Start Meter	Sub Fleet	Price Plan
1			Color						
			B/W						

☐ Additional Equipment on Schedule C

Comments

For Internal Use

Maintenance: ☐ with Equipment Order ☐ Maintenance Only ☐ Billed by KMBS ☐ Billed by Lease Company ☐ Dealer Serviced	Sales District: <u>12802</u>
Sales Rep Number: <u>9059997</u>	Sales Rep Name: _____
Order Taking: <u>284206</u>	Sales Rep Email Address: _____
Servicing: <u>284206</u>	Processed: ☐ Branch ☒ Windsor

KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC.

100 Williams Drive, Ramsey, NJ 07446 (201) 825-4000 www.kmbs.konicaminolta.us

Form: 1011-050117-OS

For office use only (Check one): ☐ Branch ☒ WindsorS00478620
02/13/19 12:18 PM

KONICA MINOLTA

Premier Lease Agreement
\$1 Option

APPLICATION NUMBER

AGREEMENT NUMBER

This Premier Lease Agreement ("Agreement") is written in "Plain English". The words you and your, refer to the customer (and its guarantors). The words Lessor, we, us and our, refer to Konica Minolta Premier Finance, a program of Konica Minolta Business Solutions U.S.A., Inc., its subsidiaries and affiliates. (Supplier)

CUSTOMER INFORMATION

FULL LEGAL NAME

BOROUGH OF WOODLAND PARK

STREET ADDRESS

5 BROPHY LN

CITY

WOODLAND PARK

STATE

NJ

ZIP

07424-2752

PHONE*

973 345 8100

FAX

BILLING NAME (IF DIFFERENT FROM ABOVE)

BILLING STREET ADDRESS

CITY

STATE

ZIP

E-MAIL

KGALLAND@WPNJ.US

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)

5 BROPHY LANE WOODLAND PARK NJ 07424

*By providing a telephone number for a cellular phone or other wireless device, you are expressly consenting to receiving communications (for NON-marketing or solicitation purposes) at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from Lessor and its affiliates and agents. This Express Consent applies to each such telephone number that you provide to us now or in the future and permits such calls. These calls and messages may incur access fees from your cellular provider.

CUSTOMER ONE GUARANTEE

The Konica Minolta equipment leased in this Agreement is covered under Konica Minolta's Customer One Guarantee. A copy of the Guarantee can be obtained at your local branch or www.kmbs.konicaminolta.us.



Make/Model/Accessories (including Software Description and Supplier / Licensor if applicable)

1 - BIZHUB 368E 4GB MEMORY COPIER/PRINTER

Serial Number

Start Meter Read(s)

☐ See attached 'Schedule A' for additional Equipment / Accessories / Software

TERM AND PAYMENT SCHEDULE

TERM IN MONTHS

60

of payments

60

Payment Frequency

☐ Quarterly ☒ Monthly

Payment Amount

(plus applicable taxes)

\$ 111.89

Advance Payment

(plus applicable taxes)

\$

END OF LEASE AGREEMENT: At the end of the original term, provided the Lease has not terminated early and no event of default under the Lease has occurred and is continuing, you may purchase the Equipment for \$1.00.

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT: THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

LESSOR ACCEPTANCE

Konica Minolta Premier Finance

LESSOR

AUTHORIZED SIGNER

TITLE

DATED

CUSTOMER ACCEPTANCE

BOROUGH OF WOODLAND PARK

FULL LEGAL NAME OF CUSTOMER (as referenced above)

AUTHORIZED SIGNER

22-6002401

FEDERAL TAX I.D. #

PRINT NAME

TITLE

DATED

CONTINUING GUARANTEE

As additional inducement for us, Konica Minolta Premier Finance to enter into the Agreement, the undersigned ("you") unconditionally, jointly and severally, personally guarantees that the customer will make all payments and meet all obligations required under this Agreement and any supplements fully and promptly. You agree that we may make other arrangements including compromise or settlement with you and you waive all defenses and notices of those changes and presentment, demand, and protest and will remain responsible for the payment and obligations of this Agreement. We do not have to notify you if the customer is in default. If the customer defaults, you will immediately pay in accordance with the default provision of the Agreement all sums due under the terms of the Agreement and will perform all the obligations of the Agreement. If it is necessary for us to proceed legally to enforce this guarantee, you expressly consent to the jurisdiction of the court set out in paragraph 13 and agree to pay all costs, including attorneys fees incurred in enforcement of this guarantee. It is not necessary for us to proceed first against you before enforcing this guarantee. By signing this guarantee, you authorize us to obtain credit bureau reports for credit and collection purposes.

X

PRINT NAME OF GUARANTOR

SIGNATURE (NO TITLES)

DATED

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 person who opens an account. What this means is, when you open an account, we will ask for your name, address and other information that will allow us to identify you; we may also ask to see identifying documents. See reverse side for additional terms and conditions.

KMPF0012 - US 03/01/18



KONICA MINOLTA



Contract # 083116-KON

NON-APPROPRIATION ADDENDUM

ADDENDUM TO Agreement No. _____ between Konica Minolta Premier Finance, (Lessor)

And _____
Borough of Woodland Park
(Full Legal Name of Customer)

Dated: February 13, 2019

FOR STATE AND LOCAL GOVERNMENT ENTITIES ONLY

A. CUSTOMER COVENANTS: You covenant and warrant that (1) It has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the payments scheduled to come due and to meet its other obligations under the Agreement and such funds have not been expended for other purposes; and

(2) that there is no action, suit, proceeding or investigation pending, or threatened in any court or other tribunal or competent jurisdiction, state or federal or before any public board or body, which in any way would (a) restrain or enjoin the delivery of the Agreement or the ability of you to make its periodic payments as set out in the Agreement; (b) contest or affect the authority for the execution or delivery of, or the validity of, the Agreement; or (c) contest the existence and powers of you; nor is there any basis for any such action, suit, proceeding or investigation; and (3) That the Equipment will be operated and controlled by you and will be used for essential government purposes and will be essential for the term of the Agreement.

(4) You have not previously terminated a rental for non-appropriation, except as specifically described in a letter appended hereto.

B. SIGNATURES: Signer warrants that he/she is fully conversant with the governing relevant legal and regulatory provisions and has full power and authorization to bind you. Signer for you further warrants its governing body has taken the necessary steps; including any legal bid requirements, under applicable law to arrange for acquisition of the Equipment; the approval and execution has been in accordance with all applicable open meeting laws; and that a resolution of the governing body of you authorizing execution of the Agreement has been duly adopted and remains in full force and effect.

C. NON APPROPRIATION: In the event you wish to cancel the Agreement because:

1. Funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all of your obligations under the Agreement during said fiscal period;
2. Such non-appropriation did not result from any act or failure to act of you;
3. You have exhausted all funds legally available for all payment due under the Agreement; and
4. There is no other legal procedure by which payment can be made to Lessor.

Then, provided that (a) you have given Lessor written notice of the occurrence of paragraph 1 above thirty (30) days prior to such occurrence; (b) Lessor has received a written opinion from your counsel verifying the same within ten (10) days thereafter upon receipt of the Equipment delivered to a location designated by Lessor, at your expense, Lessor's remedies for such default shall be to terminate the Agreement at the end of the fiscal period during which notice is given; retain the advance payments, if any; and/or sell, dispose of, hold, use or rent the Equipment as Lessor in its sole discretion may desire, without any duty to account to you.

Approved and agreed to as an Addendum to and part of the Agreement and any Supplements or Schedules to the Master Agreement, this 13th day of February.

LESSOR ACCEPTANCE

Konica Minolta Premier Finance		
DATED	LESSOR	SIGNATURE
		TITLE

CUSTOMER ACCEPTANCE

DATED	FULL LEGAL NAME OF CUSTOMER	SIGNATURE	TITLE
22-6002401	BOROUGH OF WOODLAND PARK	KEVIN GALLAND	ADMINISTRATOR
FEDERAL TAX I.D.#		PRINT NAME	

SOURCEWELLKMPF0017 - 01/06/2017