

## De Lage Landon Financial Services, Inc.

## Lease Agreement

|                     |                                                                                    |                |                             |          |                                                       |                                                                              |                                       |           |                      |
|---------------------|------------------------------------------------------------------------------------|----------------|-----------------------------|----------|-------------------------------------------------------|------------------------------------------------------------------------------|---------------------------------------|-----------|----------------------|
| LESSOR              | Full Legal Name<br><b>TOWNSHIP OF LITTLE FALLS</b>                                 |                | City<br><b>LITTLE FALLS</b> |          | State<br><b>NJ</b>                                    | Zip<br><b>07424</b>                                                          | Phone Number<br><b>(973) 258-0170</b> |           |                      |
|                     | Billing Address<br><b>225 MAIN STREET</b>                                          |                | Send Email Invoice To       |          | Purchase Order/Requisition Number                     |                                                                              | Agent on to<br><b>PAM CANNATARO</b>   |           |                      |
| EQUIPMENT           | Make                                                                               | Model Number   | Serial Number               | Quantity | Description (Attach Separate Schedule A if Necessary) |                                                                              |                                       |           |                      |
|                     | SEE ATTACHED SCHEDULE "A"                                                          |                |                             |          |                                                       |                                                                              |                                       |           |                      |
| PAYMENT INFORMATION | Number of Lease Payments                                                           | Lease Payment* | Plus Applicable Taxes       |          | Term of Lease                                         | Payment Frequency                                                            | Monthly                               | Quarterly | Other                |
|                     | 60                                                                                 | \$1,585.00     | Plus Applicable Taxes       |          | 12 Months                                             | End of Lease Option                                                          | FMV                                   | 10%       | \$1                  |
|                     | Lease Payment includes / does NOT include maintenance/service/supplies (check one) |                |                             |          | 60                                                    | End of Lease Purchase Option shall be FMV unless another option is selected. | Security Deposit                      | (PLUS)    | First Period Payment |
|                     | Lease payment may be adjusted for up front sales tax                               |                |                             |          |                                                       |                                                                              | (PLUS)                                | Other     | (EQUALS)             |
|                     |                                                                                    |                |                             |          | \$0.00                                                | \$0.00                                                                       | \$0.00                                | \$0.00    | \$0.00               |

1. Lease: You (the "Lessee") agree to lease from us (the "Lessor") the Equipment listed above and on any attached schedule (the "Lease"). You authorize us to adjust the Lease payments by up to 15% if the cost of the Equipment or taxes differs from the supplier's estimate. You agree to pay us a fee of \$75.00 to reimburse our expenses for preparing financing statements, other documentation costs and all ongoing administration costs during the term of this Lease. We may increase the Lease Payment on an annual basis, in an amount not to exceed ten percent (10%) of the Lease Payment in effect at the end of the prior annual period. Security deposits are non-interest bearing. If you are not in default, we will return the deposit to you when the Lease is terminated. If a payment is not made when due, you will pay us a late charge of 5% of the payment or \$10.00, whichever is greater. YOU AGREE THAT NO ONE IS AUTHORIZED TO CHANGE ANY LEASE TERM OR PROVISION.

2. Term: This Lease is effective on the date that it is accepted and signed by us, and the term of this Lease begins on that date or any later date that we designate (the "Commencement Date") and continues thereafter for the number of months indicated above. Lease payments are due as invoiced by us. As you will have possession of the Equipment from the date of its delivery, if we accept and sign this Lease you will pay us interim rent for the period from the date the Equipment is delivered to you until the Commencement Date as reasonably calculated by us based on the Lease payment number of days in that period, and a month of 30 days. Your obligations are absolute, unconditional, and are not subject to cancellation, reduction, setoff or counterclaim.

3. Title: Unless you have a \$1.00 purchase option, we will have title to the Equipment. If you have a \$1.00 purchase option and/or the Lease is deemed to be a security agreement, you grant us a security interest in the Equipment and all proceeds thereof. You authorize us to file Uniform Commercial Code ("UCC") financing statements on the Equipment.

4. Equipment Use, Maintenance and Warranties: We are leasing the Equipment to you "AS-IS" AND MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. We transfer to you any manufacturer or warranties. You are required at your cost to keep the Equipment in good working condition and to pay for all supplies and repairs. The Lease Payments set forth above do not include the cost of maintenance, service, and/or supplies ("Service"), unless indicated in the above "Payment Information" box. Notwithstanding anything to the contrary, however, you agree that we are not responsible for providing such Service for the Equipment and you will make all claims related to Service to the Service Provider ("Provider"). No Provider may alter the terms of this Lease or make any promises or arrangements that alter our rights or your obligations under this Lease. You agree that you are expressly assuming any risks arising from such Provider's inability to deliver such Service, under any circumstance, including, without limitation, such Provider's financial condition or its inability to repair or service the Equipment. You agree that any claims related to Service will not impact your obligation to pay all Lease payments when due.

5. Assignment: You agree not to transfer, sell, sublease, assign, pledge or encumber either the Equipment or any rights under this Lease without our prior written consent. You agree that we may sell, assign, or transfer the Lease and the new owner will have the same rights and benefits we now have and will not have to perform any of our obligations and the rights of the new owner will not be subject to any claims, defenses, or setoffs that you may have against us or any supplier.

6. Risk of Loss and Insurance: You are responsible for all risks of loss or damage to the Equipment and if any loss occurs you are required to satisfy all of your Lease obligations. You will keep the Equipment insured against all risks of loss or damage for an amount equal to its replacement cost. You will list us as the sole loss payee for the insurance and give us written proof of the insurance. If you do not provide such insurance, you agree that we have the right, but not the obligation, to obtain such insurance, and add an insurance fee to the amount due from you, on which we may make a profit. We are not responsible for any losses or injuries caused by the Equipment and you will reimburse us and defend us against any such claims. This indemnity will continue after the termination of this Lease. You will obtain and maintain comprehensive public liability insurance naming us as an additional insured with coverages and amounts acceptable to us.

7. Taxes: You agree to pay when due, either directly or as a reimbursement to us, all taxes (including, without limit, sales, use, and personal property) and charges in connection with ownership, lease and use of the Equipment. We may charge you a processing fee for adminis-

tering property tax filings. You will indemnify us on an after-tax basis against the loss or unavailability of any tax benefits anticipated at the Commencement Date arising out of your acts or omissions. This indemnity will continue even after the termination of this Lease.

8. Default and Remedies: You are in default on this Lease if: a) you fail to pay a Lease payment or any other amount when due, or b) you breach any other obligation under the Lease or any other Lease with us. If you are in default on the Lease we may: (i) declare the entire balance of unpaid Lease payments for the full Lease term immediately due and payable to us, (ii) sue you for and receive the total amount due on the Lease plus the Equipment's anticipated end of lease fair market value or fixed price purchase option (the "Residual") with future lease payments and the Residual discounted to the date of default at 1% per annum, plus reasonable collection and legal costs, (iii) charge you interest on all monies due at the rate of 18% per year or the highest rate permitted by law from the date of default, (iv) charge you a return-check or non-sufficient funds charge ("NSF Charge") of \$25.00 for a check that is returned, and (v) require that you immediately return the Equipment to us or we may peaceably repossess it. Any return or repossession will not be considered a termination or cancellation of the Lease. If the Equipment is returned or repossessed we will sell or re-rent the Equipment at terms we determine, at one or more public or private sales, with or without notice to you, and apply the net proceeds (after deducting any related expenses) to your obligations. You remain liable for any deficiency with any excess being retained by us. You agree that if notice of sale is required by law to be given, 10 days notice will constitute reasonable notice. You are also required to pay (i) all expenses incurred by us in connection with enforcement of any remedies, including all expenses of repossessing, storing, shipping, repairing, and selling the Equipment, and (ii) reasonable attorney's fees.

9. End of Lease, Return, Purchase Option, and Renewal: You will give us at least 60 days but not more than 120 days written notice (to our address below) before the expiration of the initial lease term (or any renewal term) of your intention to purchase or return the Equipment. With proper notice you may: a) purchase all the Equipment as indicated above under "End of Lease Option" (fair market value purchase option amounts will be determined by us based on the Equipment's in place value), or b) return all the Equipment in good working condition at your cost in a timely manner, and to a location we designate. If you fail to notify us, or if you do not (i) purchase or (ii) return the Equipment as provided herein, this Lease will automatically renew at the same payment amount for consecutive 60-day periods. If the Equipment is returned to us, you shall remove all confidential information from the Equipment prior to return. If any Software license ("License") included hereunder passes title to you, such title shall automatically vest and remain in us. If such vesting requires a written conveyance, you hereby convey to us any title you have or hereafter acquire in the Software and relinquish any subsequent title in the Software. If licensor's consent is required, you shall assist us in obtaining consent.

10. Miscellaneous: You agree that the Lease is a Finance Lease as defined in Article 2A of the Uniform Commercial Code ("UCC"). You acknowledge that we have given you the Equipment supplier's name. We hereby notify you that you may have rights under the supplier's contract and may contact the supplier for a description of these rights. You agree that we are authorized, without notice to you, to supply missing information or correct obvious errors in the Lease. This Lease was made in Pennsylvania ("PA"); is deemed to be performed in PA and shall be governed and construed in accordance with the laws of PA. You consent to the non-exclusive jurisdiction, personal or otherwise, in any state or federal court in PA, and waive trial by jury. You agree (i) to waive any and all rights and remedies granted to you under UCC Section 2A-508 through 2A-522, (ii) that the Equipment will only be used for business purposes and not for personal, family, or household use, and will not be moved from the above location without our consent, and (iii) this Lease may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing of this Lease by you when manually countersigned by us or attached to our original signature counterpart and/or in our possession shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof. At our option, we may require a manual signature. We may inspect the Equipment during the Lease term. We shall not be liable to you for indirect, special, or consequential damages. No failure to act shall be deemed a waiver of any rights hereunder.

|                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                             |
|------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| LESSOR SIGNATURE | You agree that this is a non-cancelable lease. The Equipment is: <input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                             |
|                  | Signature                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Date<br>07-26-2017          |
| LESSEE SIGNATURE | Signature                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                             |
|                  | Print Name<br>CHARLES CUCCIA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Title<br>BUSINESS ADMIN/CFO |
| ACCEPTANCE       | The Equipment has been received, put in use, is in good working order and is satisfactory and acceptable.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                             |
|                  | Signature                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Date<br>07-26-2017          |
| GUARANTY         | I unconditionally guaranty prompt payment of all the Lessee's obligations under the Lease. The Lessor is not required to proceed against the Lessee or the Equipment or enforce other remedies before proceeding against me. I waive notice of acceptance and all other notices or demands of any kind to which I may be entitled. I consent to any extensions or modification granted to the Lessee and the release and/or compromise of any obligations of the Lessee or any other guarantors without releasing me from my obligations. This is a continuing guaranty and will remain in effect in the event of my death and may be enforced by or for the benefit of any assignee or successor of the Lessor. This guaranty is governed by and constituted in accordance with the laws of the Commonwealth of PA and I consent to non-exclusive jurisdiction of any state or federal court in PA and waive trial by jury. |                             |
|                  | Signature                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Date                        |

California Finance Lender License No. 603 5216

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## SCHEDULE A

SCHEDULE FORMING PART OF LEASE BETWEEN LESSOR,  
AND TOWNSHIP OF LITTLE FALLS

DATE JULY 26TH 2017

LEASE NUMBER

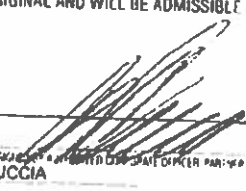
LESSEE

### DESCRIPTION OF EQUIPMENT:

2-XEROX C7025 COLOR COPIER WITH PRINT AND SCAN  
2-XEROX B7025 BW COPIER WITH PRINT AND SCAN  
1-XEROX C8030 COLOR COPIER WITH PRINT AND SCAN  
1-XEROX C8055 COLOR COPIER WITH PRINT AND SCAN  
4-XEROX B405 BW DESKTOP PRINTERS

THIS SCHEDULE SHALL HERE AFTER FORM PART OF THE AFOREMENTIONED LEASE

YOU AGREE THAT A FACSIMILE COPY OF THIS DOCUMENT WITH FACSIMILE SIGNATURES MAY BE TREATED AS AN ORIGINAL AND WILL BE ADMISSIBLE AS EVIDENCE IN A COURT OF LAW

|                    |             |                                                                                       |
|--------------------|-------------|---------------------------------------------------------------------------------------|
| LESSEE SIGNATURE   | Signature X |  |
|                    | Print Name  | CHARLES CUCCIA                                                                        |
|                    | Title       | ADMINISTRATOR                                                                         |
|                    | for         | TOWNSHIP OF LITTLE FALLS                                                              |
|                    | Date        | JULY 26TH 2017                                                                        |
|                    |             | Legal Name of Lessor or Partnership                                                   |
| ACCEPTED BY LESSOR | Signature X |                                                                                       |
|                    | Print Name  |                                                                                       |
|                    | for         |                                                                                       |

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# **FISCAL FUNDING ADDENDUM**

|        |                          |               |          |
|--------|--------------------------|---------------|----------|
| LESSEE | TOWNSHIP OF LITTLE FALLS | N/A           |          |
|        | 225 MAIN STREET,         |               |          |
|        | LITTLE FALLS             | PASSAIC       | NJ 07424 |
|        | FTN102910T               | JUNE 21, 2017 |          |

Lessee warrants that it has funds available to pay all rents (the "Lease Payments") payable under the above identified Lease until the end of Lessee's current appropriation period. If Lessee's legislative body or other funding authority does not appropriate funds for Lease Payments for any subsequent appropriation period and Lessee does not otherwise have funds available to lawfully pay the Lease Payments (a "Non-Appropriation Event") Lessee may, subject to the conditions herein and upon prior written notice to Lessor (the "Non-Appropriation Notice") effective sixty (60) days after the later of Lessor's receipt of same or the end of the Lessee's current appropriation period (the "Non-Appropriation Date"), terminate the Lease and be released of its obligation to make all Lease Payments due Lessor coming due after the Non-Appropriation Date. As a condition to exercising its rights under the Addendum Lessee shall (1) provide in the Non-Appropriation Notice a certification of a responsible official that a Non-Appropriation Event has occurred (2) deliver to Lessor an opinion of Lessee's counsel (addressed to Lessor) verifying that the Non-Appropriation Event as set forth in the Non-Appropriation Notice has occurred (3) return the equipment subject to the Lease (the "Equipment") on or before the Non-Appropriation Date to Lessor at a location designated by Lessor in the condition required by and in accordance with the return provisions of, the Lease and at Lessee's expense and (4) pay Lessor all sums payable to Lessor under the Lease up to the Non-Appropriation Date.

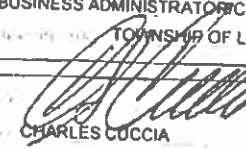
In the event of any Non-Appropriation Event, Lessor shall retain all sums paid hereunder or under the Lease by Lessee, including the Security Deposit (if any) specified in the Lease.

Lessee further represents, warrants and covenants for the benefit of Lessor that

- (a) Lessee is a municipal corporation and political subdivision duly organized and existing under the constitution and laws of the State
- (b) Lessee is authorized under the constitution and laws of the State and has been duly authorized to enter into this Lease and the transaction contemplated hereby and to perform all of its obligations hereunder
- (c) This Lease constitutes the legal, valid and binding obligation of the Lessee enforceable in accordance with its terms except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally
- (d) Lessee has complied with such public bidding requirements as may be applicable to this Lease
- (e) The Equipment described in this Lease is essential to the function of the Lessee or to the service Lessee provides to its citizens. The Lessee has an immediate need for, and expects to make immediate use of substantially all the Equipment which need is not temporary or expected to diminish in the foreseeable future
- (f) Lessee has never failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease, lease purchase, installment sale or other similar agreement

This Addendum is not intended to permit Lessee to terminate the Lease at will or for convenience

YOU AGREE THAT A FACSIMILE COPY OF THIS DOCUMENT WITH FACSIMILE SIGNATURES MAY BE TREATED AS AN ORIGINAL AND WILL BE ADMISSIBLE AS EVIDENCE IN A COURT OF LAW

|                    |                                                                                           |
|--------------------|-------------------------------------------------------------------------------------------|
| LESSEE SIGNATURE   |       |
|                    | CHARLES CUCCIA<br>BUSINESS ADMINISTRATOR/CFO<br>TOWNSHIP OF LITTLE FALLS<br>JUNE 21, 2017 |
| ACCEPTED BY LESSOR |       |
|                    | CHARLES CUCCIA<br>BUSINESS ADMINISTRATOR/CFO<br>TOWNSHIP OF LITTLE FALLS<br>JUNE 21, 2017 |

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# De Lage Landen Financial Services, Inc.

## Lease Agreement

Send (Email Invoice To: )

|                                                                                                                                                                                                                                      |                                                                                                                                |                                                                                                                                                                                                               |                                                                                                                               |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|
| <b>LESSOR</b><br>Full Legal Name<br><b>TOWNSHIP OF LITTLE FALLS</b><br>Billing Address<br><b>225 MAIN STREET</b><br>Equipment Location (For Finance Agreement)<br><b>SAME AS ABOVE</b>                                               |                                                                                                                                | Tax ID No.<br><b>EDIN 22-191611</b><br>State<br><b>NJ</b><br>County<br><b>07424</b>                                                                                                                           | Phone Number<br><b>(973) 256-2111</b><br>Alt. Contact<br><b>Cynthia Kraus or Chuck Cucco</b><br>Purchase Order Request Number |
| <b>LESSEE</b><br>Name<br><b>XEROX</b>                                                                                                                                                                                                | Model Number<br>Serial Number<br>Quantity<br><b>10</b>                                                                         | Description (Attach Separate Schedule A if Necessary)<br><b>SEE ATTACHED SCHEDULE F</b>                                                                                                                       |                                                                                                                               |
| <b>LEASE INFORMATION</b><br>Number of Lease Payments<br><b>60</b><br>Lease Payment<br><b>\$1,420.00</b><br>Plus Applicable Taxes<br>Plus Applicable Taxes<br>Lease Payment Includes (Check one)<br>Sales Tax (Include a Certificate) | Term of Lease in Months<br><b>60</b><br>Payment Frequency<br>End of Lease Option<br>End of Lease Purchase Option (if selected) | Monthly<br><input type="checkbox"/> Monthly<br><input type="checkbox"/> Quarterly<br><input type="checkbox"/> Other<br>Payment Frequency<br>End of Lease Option<br>End of Lease Purchase Option (if selected) | Total Payment (Includes Plus Applicable Taxes)<br><b>\$0.00</b>                                                               |

1. Lease. You (the Lessee) agree to lease from us (the Lessor) the Equipment set forth above and on any attachment hereto (the "Lease"). You will agree to adjust the Lease payments by up to 15% if the cost of the Equipment or taxes differs from the Lessor's estimate. You agree to pay us a fee of \$75.00 to reimburse our expenses for preparing financing documents, other documentation costs and all ongoing administrative costs during the term of the Lease. We may increase the Lease Payment on an annual basis, in an amount not to exceed ten percent (10%) of the Lease Payment in effect at the end of the prior annual period. Security deposits are non-refundable. If you are not in default, we will return the deposit to you. If the Lease is terminated, if a payment is not made when due, you will pay us a late charge of 5% of the payment or \$10.00, whichever is greater. Such amount shall be payable in addition to any and all amounts or monies payable by you as a result of the exercise of any of the remedies herein provided. YOU ACKNOWLEDGE THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY LEASE TERM OR PROVISION.

2. Term. This Lease is effective on the date that it is accepted and signed by us, and the term of this Lease begins on that date or any later date that we designate (the "Commencement Date") and continues thereafter for the number of months indicated above. Lease payments are due as invoiced by us. As you will have possession of the Equipment from the date of its delivery, if we accept and sign this Lease you will have possession of the Equipment from the date the Equipment is delivered to you until the Commencement Date, retroactively calculated by us based on the Lease payment, the number of days in that period, and a month of 30 days. Your obligations are not subject to modification and are not subject to cancellation, reduction, setoff or counterclaim.

3. Title. Unless you have a \$1.00 per day option, we will have title to the Equipment. If you have a \$1.00 per day option and the Lease is deemed to be a security agreement, you grant us a security interest in the Equipment and all proceeds thereof. You agree to us to the Uniform Commercial Code ("UCC") and all statements under the Equipment.

4. Equipment Use, Maintenance and Warranties. We are leasing the Equipment to you "AS-IS" AND MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE. We do not warrant to you any manufacturer warranties. You are responsible for your cost to keep the Equipment in good working condition and to pay for all supplies and repairs. The Lease Payments set forth above do not include the cost of maintenance, service, and/or supplies. The Lessor, however, you agree that we are not responsible for providing such Service for the Equipment and you will make all claims related to Service to the Service provider ("Provider"). No Provider may alter the terms of this Lease or make any promises or arrangements that alter our rights or your obligations under this Lease. You agree that you are expressly assuming any risks arising from such Provider's inability to deliver such Service, under any circumstance. Including, without limitation, such Provider's financial condition or its inability to repair or service the Equipment. You agree that any claims related to Service will not impact your obligation to pay all lease payments when due.

5. Assignment. You agree not to transfer, sell, lease, assign, pledge or encumber either the Equipment or its rights under this Lease without our prior written consent. You agree that we may sell, assign, or otherwise dispose of the Equipment and the rights and benefits thereunder and we will not be bound by any limitation on our right to do so, and the rights of the new owner will not be subject to any claims of you or your suppliers.

6. Risk of Loss and Insurance. You are responsible for risks of loss or damage to the Equipment and its parts or accessories. You are required to satisfy all of your lease obligations. You will keep the Equipment covered against risks of loss or damage for an amount equal to its replacement cost. You will not be liable for the loss or damage to the Equipment or its parts or accessories. If you do not provide maintenance insurance, you agree that we have the right, but not the obligation, to obtain insurance against theft, fire, and other risks of loss or damage to the Equipment and you will reimburse us for the cost of such insurance. If a deficiency will continue after the termination of this Lease, we will obtain and maintain comprehensive public liability insurance naming us as an additional insured with coverages and amounts acceptable to us.

7. Taxes. You agree to pay, when due, after deducting as a reimbursement to us, all taxes (including but not limited to sales, use and personal property) and charges in connection with ownership, use and/or disposal of the Equipment. We may charge you a processing fee for administering property tax filings. You will not be liable for any tax on the loss or unredeemability of any tax benefits anticipated at the time of purchase.

8. Default and Remedies. You are in default on this Lease if a) you fail to pay a Lease payment or any other amount when due; b) you breach any other obligation under the Lease or any other Lease with us; or c) you, your owner(s) or any guarantor(s) are listed on a US or foreign government sanctions list or are subject to sanctions therefrom. If you are in default on the Lease we may: (i) declare the entire balance of unpaid Lease payments (or the full Lease term immediately due and payable to us, (ii) sue you for and receive the total amount due on the Lease plus the Equipment's anticipated end of Lease fair market value or to end price purchase option (the "Residual") with future lease payments and the Residual's amount to the date of default at 1% per annum plus reasonable collection and legal costs, (iii) charge you interest on all monies due at the rate of 18% per year or the highest rate permitted by law from the date of default, (iv) charge you a return check or non-sufficient funds charge ("NSF Charge") of \$25.00 for a check that is returned, and (v) require that you immediately return the Equipment to us or we may peacefully repossess it. Any return or repossession will not be considered a termination or cancellation of this Lease. If the Equipment is returned or repossessed we will sell or re-rent the Equipment at terms we determine, at one or more public or private sales, with or without notice to you, and apply the net proceeds (after deducting any related expenses) to your obligations. You remain liable for any deficiency with any excess being retained by us. You agree that if notice of sale is required by law to be given, 10 days notice will constitute reasonable notice. You are also required to pay (i) all expenses incurred by us in repossessing and selling the Equipment, and (ii) reasonable attorney's fees.

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|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                       |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>LESSEE SIGNATURE</b><br>You agree that this is a non-cancelable lease. The Equipment is <input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED/NDT NEW<br>Serial Number<br><b>008</b><br>Date<br><b>05/27/22</b><br>Print Name<br><b>CHARLES CUCCIO</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <b>LESSOR</b><br>De Lage Landen Financial Services, Inc.<br>Lease Processing Center, 1111 Old Eagle School Road, Wayne, PA 19081<br>PHONE (800) 735-3273 • FAX: (800) 715-2329<br>Commencement Date<br>Lease Number<br>Accepted By<br><b>CHARLES CUCCIO</b><br>Title<br><b>BUSINESS ADMINISTRATOR</b> |
| <b>ACCEPTANCE</b><br>The Equipment has been received, put to use, is in good working order and is satisfactory and acceptable.<br>Signature<br>Date                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Signature<br>Date                                                                                                                                                                                                                                                                                     |
| <b>GUARANTY</b><br>I understand that I am responsible for payment of all the Lessee's obligations under the Lease. The Lessor is not required to proceed against the Lessee or the Equipment or enforce other remedies before proceeding against me. I hereby agree to accept and all other notices or demands of any kind to which I may be entitled. I consent to any extensions or modifications granted to the Lessee and the release and/or compromise of any obligations of the Lessee or any other guarantors without releasing me from my obligations. This is a continuing guaranty and will remain in effect in the event of my death and may be enforced by or for the benefit of any assignee or successor of the Lessor. This guaranty is governed by and construed in accordance with the laws of the Commonwealth of PA and I consent to exclusive jurisdiction of any state or federal court in PA and waive trial by jury. <b>GUARANTOR'S ELECTRONIC SIGNATURE WILL CONSTITUTE SUCH GUARANTOR'S ACKNOWLEDGEMENT AND AGREEMENT TO DO BUSINESS AND RECEIVE ALL RELATED RECORDS ELECTRONICALLY.</b> If more than one Guarantor signs this Guaranty, each shall be jointly and severally liable.<br>Signature<br>Name of Guarantor | Signature<br>Date                                                                                                                                                                                                                                                                                     |

080ED0C243v14

# DELIVERY AND ACCEPTANCE

AGREEMENT NAME/DESCRIPTION Township of Little Falls / (10) Xerox MFPs

AGREEMENT DATE

AGREEMENT NUMBER 500-50398562

COMPANY NAME Township of Little Falls

|          |                 |                          |        |         |                   |                |
|----------|-----------------|--------------------------|--------|---------|-------------------|----------------|
| CUSTOMER | Full Legal Name | Township of Little Falls |        |         | DBA Name (if Any) |                |
|          | Billing Address | 225 Main Street          |        |         | Phone Number      | (973) 256-2121 |
|          | City            | Little Falls             | County | Passaic | State             | NJ             |
|          |                 |                          |        |         | Zip Code          | 07424          |

| EQUIPMENT / SYSTEM INFORMATION | Equipment / System Location (if not same as above) SAME |              |                               |                                           |                                       |  |
|--------------------------------|---------------------------------------------------------|--------------|-------------------------------|-------------------------------------------|---------------------------------------|--|
|                                | City                                                    |              | County                        |                                           | State                                 |  |
|                                |                                                         |              |                               |                                           | Zip Code                              |  |
|                                | Quantity                                                | Model Number | Serial Number (if applicable) | Description (Attach Schedule B Necessary) | Initial Meter Reading (if applicable) |  |
|                                | 3                                                       | C7125        | QPH220432/QPH220329           | Xerox VersaLink C7125                     |                                       |  |
|                                | 4                                                       | B405         | 9HB657089/9HB657090           | Xerox VersaLink B405                      |                                       |  |
|                                | 1                                                       | B7125        | QPA081023                     | Xerox VersaLink B7125                     |                                       |  |
| 1                              | C8130                                                   | ELQ589880    | Xerox AltaLink C8130          |                                           |                                       |  |
| 1                              | C8155                                                   | ELQ346330    | Xerox AltaLink C8155          |                                           |                                       |  |

Customer certifies that all of the above described Equipment/System financed by Company has been received in good condition, installed, operates properly, and is therefore unconditionally accepted for purposes of the above-referenced Agreement Number (the "Agreement"). Customer authorizes Company to pay the vendor for the Equipment/System

YOU AGREE THAT A FACSIMILE COPY OR OTHER ELECTRONIC TRANSMISSION OF THIS DOCUMENT WITH FACSIMILE AND/OR ELECTRONIC SIGNATURES MAY BE TREATED AS AN ORIGINAL AND WILL BE ADMISSIBLE AS EVIDENCE IN A COURT OF LAW.

|                    |            |                                          |      |         |
|--------------------|------------|------------------------------------------|------|---------|
| CUSTOMER SIGNATURE | Signature  | <i>Melissa Deriso</i>                    |      |         |
|                    | Print Name | Melissa Deriso                           |      |         |
|                    | Title      | Deputy Clerk                             | Date | 9/21/22 |
|                    | For        | Township of Little Falls                 |      |         |
|                    |            | Legal Name of Corporation or Partnership |      |         |

|                 |                                                                          |  |
|-----------------|--------------------------------------------------------------------------|--|
| OFFICE USE ONLY | Name of Authorized person verifying Delivery and Acceptance of Equipment |  |
|                 | Signature of Employee who made Telephone Verification                    |  |
|                 | Date of Telephone Verification                                           |  |
|                 |                                                                          |  |

17ANC006

# FISCAL FUNDING ADDENDUM

|        |                 |                                           |          |            |                   |              |
|--------|-----------------|-------------------------------------------|----------|------------|-------------------|--------------|
| LESSEE | Full Legal Name | Township of Little Falls                  |          |            | USA Name (if Any) |              |
|        | Billing Address | 225 MAIN STREET, LITTLE FALLS, N.J. 07424 |          |            | Phone Number      | 973-256-0170 |
|        | City            | Little Falls                              | County   | Passaic    | State             | NJ           |
|        | Lease Number    |                                           | Zip Code | 07424      |                   |              |
|        |                 |                                           |          | Lease Date |                   |              |

Lessee warrants that it has funds available to pay all rents (the "Lease Payments") payable under the above - identified Lease until the end of Lessee's current appropriation periods. If Lessee's legislative body or other funding authority does not appropriate funds for Lease Payments for any subsequent appropriation period and Lessee does not otherwise have funds available to lawfully pay the Lease Payments (a "Non-Appropriation Event") Lessee may, subject to the conditions herein and upon prior written notice to Lessor (the "Non-Appropriation Notice"), effective sixty (60) days after the later of Lessor's receipt of same or the end of the Lessee's current appropriation period (the "Non-Appropriation Date"), terminate the Lease and be released of its obligation to make all Lease Payments due Lessor coming due after the Non-Appropriation Date. As a condition to exercising its rights under the Addendum Lessee shall (1) provide in the Non-Appropriation Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (2) deliver to Lessor an opinion of Lessee's counsel (addressed to Lessor) verifying that the Non-Appropriation Event as set forth in the Non-Appropriation Notice has occurred, (3) return the equipment subject to the Lease (the "Equipment") on or before the Non-Appropriation Date to Lessor at a location designated by Lessor, in the condition required by, and in accordance with the return provisions of, the Lease and at Lessee's expense, and (4) pay Lessor all sums payable to Lessor under the Lease up to the Non-Appropriation Date.

In the event of any Non-Appropriation Event, Lessor shall retain all sums paid hereunder or under the Lease by Lessee, including the Security Deposit (if any) specified in the Lease.

Lessee further represents, warrants and covenants for the benefit of Lessor that:

- Lessee is a municipal corporation and political subdivision duly organized and existing under the constitution and laws of the State.
- Lessee is authorized under the constitution and laws of the State, and has been duly authorized to enter into this Lease and the transaction contemplated hereby and to perform all of its obligations hereunder.
- This Lease constitutes the legal, valid and binding obligation of the Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.
- Lessee has complied with such public bidding requirements as may be applicable to this Lease.
- The Equipment described in this Lease is essential to the function of the Lessee or to the service Lessee provides to its citizens. The Lessee has an immediate need for, and expects to make immediate use of, substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future.
- Lessee has never failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease, lease purchase, installment sale or other similar agreement.

This Addendum is not intended to permit Lessee to terminate the Lease at will or for convenience.

YOU AGREE THAT A FACSIMILE COPY OF THIS DOCUMENT WITH FACSIMILE SIGNATURES MAY BE TREATED AS AN ORIGINAL AND WILL BE ADMISSIBLE AS EVIDENCE IN A COURT OF LAW.

|                    |                                    |                                                                                      |                                |          |
|--------------------|------------------------------------|--------------------------------------------------------------------------------------|--------------------------------|----------|
| LESSEE SIGNATURE   | Signature                          |  | Official of Government (Title) | Chairman |
|                    | Print Name                         | CHARLES CUCCIA                                                                       |                                |          |
|                    | Title                              | Manager / RPA                                                                        | Date                           | 5/24/22  |
|                    | Name of Government Entity          | TOWNSHIP OF LITTLE FALLS                                                             |                                |          |
| ACCEPTED BY LESSOR | Signature X                        |                                                                                      |                                |          |
|                    | Print Name                         |                                                                                      |                                |          |
|                    | Title                              |                                                                                      | Date                           |          |
|                    | Name of Corporation or Partnership |                                                                                      |                                |          |



**Integrated Document  
Technologies**

THIS IS A LEGALLY BINDING NON-  
CANCELABLE CONTRACT  
EFFECTIVE JANUARY 2017

## Maintenance Agreement

Agreement No:

Page 1 of 2

|                                                                                               |                             |                                                    |                          |                                                        |                                             |
|-----------------------------------------------------------------------------------------------|-----------------------------|----------------------------------------------------|--------------------------|--------------------------------------------------------|---------------------------------------------|
| Customer - Use EXACT registered name if a corp., LLC or LP<br><b>TOWNSHIP OF LITTLE FALLS</b> |                             | Customer's Contact Person:<br><b>PAM CANNATARO</b> |                          | Contact Person's E-mail:<br><b>PCannataro@lfnj.com</b> |                                             |
| Street<br><b>225 MAIN STREET</b>                                                              | City<br><b>LITTLE FALLS</b> | State<br><b>NJ</b>                                 | County<br><b>PASSAIC</b> | Zip Code<br><b>07424</b>                               | Customer's Telephone<br><b>973-256-2121</b> |

This Maintenance Cost Per Print Agreement, may be amended or supplemented as mutually agreed in writing from time to time (the "Agreement"). The words "You" and "Your" mean the Customer named above. "We," "Us" and "Our" mean Integrated Document Technologies. The Agreement represents the final and only agreement between You and Us in regard to the maintenance of the equipment set forth below and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements.

1. **EQUIPMENT:** Under a separate written agreement, You have purchased or leased the office equipment listed below from Us or a third party leasing company (together with all existing and future accessories, attachments, replacements and additions, the "Equipment"). You desire to enter into this Agreement for service and supplies for the Equipment. You promise to pay to Us the "Base Monthly Charge(s)" shown below each month, any excess print charges and all other amounts stated herein. This Agreement is binding on You as of the date You sign it and cannot be cancelled by You.

| Equipment Description:<br><input type="checkbox"/> See Attached Schedule | Black and White Prints<br>(Duplex Prints = 2 Prints) |                                     |                                           | Color Prints*<br>(Duplex Prints = 2 Prints)**                       |                                                  |
|--------------------------------------------------------------------------|------------------------------------------------------|-------------------------------------|-------------------------------------------|---------------------------------------------------------------------|--------------------------------------------------|
|                                                                          | Model & Serial Number (Required)                     | Base Monthly Charge:                | Number of Copies/Prints Included in Base: | Cost For Each Additional Print:                                     | Number of Copies/Prints Included in Base:        |
|                                                                          | XEROX                                                | \$220.00/MO                         |                                           |                                                                     |                                                  |
|                                                                          |                                                      | BILLED EVERY 6 MONTHS AT \$1,320.00 | 25,000/MO X 6 MONTHS OVER 150,000         | .0129 /COPY OVER 25,000/MO OVER TRUE UP OVER 150,000 AFTER 6 MONTHS | NONE                                             |
|                                                                          |                                                      |                                     |                                           |                                                                     | .075/COPY FROM 1 <sup>ST</sup> COPY NO ALLOWANCE |

**Color Prints** - If any color print is on a page, it counts as a color page

**Duplex Color Prints** - Note that duplex prints with any color print counts as two (2) pages.

Equipment Location (if different than Customer's address shown above):

Term: ☐ One year ☐ Two years ☐ Three Years or ☐ Four Years or ☐ Five Years. If blank, the Term shall be One year.

Commencement Date (start of Term) July 28, 2017

2. **TERM AND RENEWAL.** The term of this Agreement will begin on the date We accept and sign the Agreement (the "Commencement Date") and will continue for the term shown above ("Term"). Any Renewal will be at the Integrated Document Technologies sole discretion and will depend upon the condition and age of the equipment.

3. **SUPPLIES AND SERVICE.** Under this Agreement We provide You with all toner, consumables, and maintenance kits ("Consumables") necessary for You to make prints and operate the Equipment, such Consumables will be shipped to you directly from IDT. You agree to use the Consumables provided under this Agreement only in the Equipment. You shall order Consumables only when needed. No "safety stock" of Consumables is permitted under this Agreement. IDT reserves the right to provide remanufactured or refurbished cartridges, parts, and assemblies that meet manufacturer's specifications. Any use of Consumables in devices other than the Equipment constitutes a violation of this Agreement. Consumables are the property of IDT until fully consumed by the Equipment. You shall return to Us all unused Consumables upon expiration or termination of this Agreement. We reserve the right to invoice you for any unused Consumables that are not returned at our then established retail prices, plus shipping and handling charges. You acknowledge that IDT reserves the right to audit Consumables orders and hold or deny shipments until the requests are validated. UPS / FedEx Shipping Charges Apply to delivery of consumables. You acknowledge that IDT will provide service for the Equipment pursuant to IDT's standard service policies for the Equipment. Service may be refused if You have any outstanding past due amount on any obligation due to Us if you require service on Equipment during the Term. You may request service by calling IDT at 973-237-1200. You agree that (a) You must separately purchase all supplies other than Consumables, including, without limitation, paper, staples at Your own cost; (b) Upon your negligence or misuse of the equipment and your failure to follow IDT's suggested use instructions, you must separately purchase Equipment, service, parts or supplies required to repair or replace your equipment. This also includes damage from improper use, water, fire, heat, cold, acts of God, power fluctuations, or breach any warranty or service agreement provided by IDT. All parts and assemblies replaced become our property.

**THIS IS A TERM AGREEMENT THAT CANNOT BE CANCELLED BY YOU**

**THE TERMS OF THIS AGREEMENT ARE CONTINUED ON THE REVERSE SIDE / NEXT PAGE.**

Accepted by: Integrated Document Technologies

Customer:

By: X

Township of Little Falls DATE: 7/28/17



**Integrated Document  
Technologies**

THIS IS A LEGALLY BINDING NOW  
CANCELABLE CONTRACT  
EFFECTIVE JANUARY 2016

## Maintenance Agreement

Agreement No: \_\_\_\_\_ Page 1 of 2

|                                                            |                 |                                 |         |                                |                      |
|------------------------------------------------------------|-----------------|---------------------------------|---------|--------------------------------|----------------------|
| Customer - Use EXACT registered name if a corp., LLC or LP |                 | Customer's Contact Person:      |         | Contact Person's E-mail:       |                      |
| TOWNSHIP OF LITTLE FALLS                                   |                 | CHARLES CUCCIA OR CYNTHIA KRAUS |         | Cynthia Kraus <CKraus@itn.com> |                      |
| Street                                                     | City            | State                           | County  | Zip Code                       | Customer's Telephone |
| 225 MAIN STREET                                            | LITTLE FALLS NJ |                                 | PASSAIC | 07424                          | 973-266-2121         |

This Maintenance Cost Per Print Agreement, may be amended or supplemented as mutually agreed in writing from time to time (the "Agreement"), the words "You" and "Your" mean the Customer named above "We," "Us" and "Our" mean Integrated Document Technologies. The Agreement represents the final and only agreement between You and Us in regard to the maintenance of the equipment set forth below and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements.

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| Equipment Description:<br><input type="checkbox"/> See Attached Schedule | Black and White Prints<br>(Duplex Prints = 2 Prints) |                                   |                                               | Color Prints*<br>(Duplex Prints = 2 Prints)**          |                                                    |
|--------------------------------------------------------------------------|------------------------------------------------------|-----------------------------------|-----------------------------------------------|--------------------------------------------------------|----------------------------------------------------|
|                                                                          | Model & Serial Number (Required)                     | Base Charge Billed every 6 months | Number of Copies/Prints Included in 6 months: | Cost For Each Additional Print for copies over 150,000 | Number of Copies/Prints Included in Base:          |
|                                                                          |                                                      |                                   |                                               |                                                        | Cost For Each Additional Print over copy allowance |
|                                                                          | 10 XEROX POOLED                                      | \$1,320.00                        | 150,000                                       | .009/over 150,000                                      | None                                               |
|                                                                          |                                                      |                                   |                                               |                                                        | .075/color print                                   |
|                                                                          |                                                      |                                   |                                               |                                                        |                                                    |
|                                                                          |                                                      |                                   |                                               |                                                        |                                                    |

**Color Prints** - If any color print is on a page, it counts as a color page.

**Duplex Color Prints** - Note that duplex prints with any color print counts as two (2) pages.

Equipment Location (if different than Customer's address shown above): \_\_\_\_\_

Term: ☐ One year ☐ Two years ☐ Three Years or ☐ Four Years or ☒ Five Years. If blank, the Term shall be One year.

Commencement Date (start of Term) \_\_\_\_\_

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**THIS IS A TERM AGREEMENT THAT CANNOT BE CANCELLED BY YOU**

THE TERMS OF THIS AGREEMENT ARE CONTINUED ON THE REVERSE SIDE / NEXT PAGE.

Accepted by: Integrated Document Technologies

Customer: TOWNSHIP OF LITTLE FALLS  
By: X   
DATE: 5/24/22