



CANON FINANCIAL SERVICES, INC. ("CFS")
 Remittance address: 14904 Collections Center Drive
 Chicago, Illinois 60693 (800) 220-0200

MUNICIPAL LEASE AGREEMENT
 CFS-1045 (03/13)

CUSTOMER (FULL LEGAL NAME) CLAY COUNTY		DBA SHERIFFS DEPARTMENT	AGREEMENT NUMBER	
BILLING ADDRESS 214 NORTH MAIN		CITY HENRIETTA	COUNTY CLAY	STATE TX
EQUIPMENT ADDRESS 215 WEST GILBERT		CITY HENRIETTA	COUNTY CLAY	STATE TX
EQUIPMENT INFORMATION		NUMBER AND AMOUNT OF PAYMENTS		
Quantity	Serial Number	Make/Model/Description	Number of Payments	Total Payment *
1	DRL84943	Canon imageRUNNER 1025iF	36	49.76
			Term (in months)	36
			Payment Frequency	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other.

THIS AGREEMENT IS EFFECTIVE ONLY UPON SIGNING BY BOTH PARTIES. THIS AGREEMENT IS NON-CANCELABLE BY CUSTOMER EXCEPT AS DESCRIBED IN THE FISCAL FUNDING PROVISION HEREIN. CUSTOMER REPRESENTS THAT ALL ACTION REQUIRED TO AUTHORIZE THE EXECUTION OF THIS AGREEMENT ON BEHALF OF CUSTOMER BY THE FOLLOWING SIGNATORIES HAS BEEN TAKEN.

<p align="center">ACCEPTED</p> <p>CANON FINANCIAL SERVICES, INC.</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p align="center">AUTHORIZED CUSTOMER SIGNATURE</p> <p>By: X <u>Kenneth Higgett</u> Title: <u>County Judge</u></p> <p>Printed Name: <u>Kenneth Higgett</u></p> <p>By: X _____ Title: _____</p> <p>Printed Name: _____</p>
<p>ACCEPTANCE CERTIFICATE</p> <p>To: Canon Financial Services, Inc. ("CFS")</p> <p>Customer certifies that (a) the Equipment referred to in this Agreement has been received, (b) installation has been completed, (c) the Equipment has been examined by Customer and is in good operating order and condition and is, in all respects, satisfactory to Customer, and (d) the Equipment is irrevocably accepted by Customer for all purposes under this Agreement. Accordingly, Customer hereby authorizes billing under this Agreement.</p> <p>Signature: _____ Printed Name: _____</p> <p>Title (if any): _____ Date: _____</p>	

TERMS AND CONDITIONS

- 1. AGREEMENT:** CFS leases to Customer, a _____ [state name or political subdivision or agency] of _____ [State name] with its chief executive office at 200, Mount Laurel, New Jersey 08054, all the equipment described above, together with all replacement parts and substitutions for and additions to all such equipment (the "Equipment"), upon the terms and conditions set forth in this Lease Agreement ("Agreement"). The amount of each Payment is based on the suppliers best estimate of the cost of the Equipment. Such Payments will be adjusted upward or downward if the actual total cost of the Equipment including any sales or use tax, is more or less than the estimate and, in that event, Customer authorizes CFS to adjust such Payments by up to fifteen percent (15%).
- 2. AGREEMENT PAYMENTS:** Customer agrees to pay to CFS, as invoiced, during the term of this Agreement, (a) the Payments specified under "Number and Amount of Payments" above, and (b) such other amounts permitted hereunder as invoiced by CFS ("Payments") and (c) on Schedule 1 attached hereto. Such Payments are comprised of the principal and interest thereon.
- 3. APPLICATION OF PAYMENTS:** All Payments received by CFS from Customer under this Agreement will be applied to amounts due and payable hereunder chronologically, based on the date of CFS's charge shown on the invoice for each such amount and among amounts having the same date in such order as CFS, in its discretion, may determine.
- 4. TERM OF AGREEMENT:** The term of this Agreement shall commence on the date the Equipment is delivered to Customer, provided Customer executes CFS' Acceptance Certificate or otherwise accepts the Equipment as specified in this Agreement. The term of this Agreement shall end, unless sooner terminated by CFS after an event of default or under the Fiscal Funding provision, when all amounts required to be paid by Customer under this Agreement have been paid as provided. Except as set forth herein, Customer has no right to return the Equipment to CFS.
- 5. NO CFS WARRANTIES:** CUSTOMER ACKNOWLEDGES THAT CFS IS NOT A MANUFACTURER, DEALER, OR SUPPLIER OF THE EQUIPMENT. CUSTOMER AGREES THAT THE EQUIPMENT IS LEASED "AS IS" AND IS OF A SIZE, DESIGN AND CAPACITY SELECTED BY CUSTOMER. CFS HAS MADE NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE SUITABILITY OR DURABILITY OF THE EQUIPMENT, THE ABSENCE OF ANY CLAIM OF INFRINGEMENT OR THE LIKE, OR ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Any warranty with respect to the Equipment made by the supplier, dealer, or manufacturer is separate from, and is not a part of, this Agreement and shall be for the benefit of CFS, Customer, and CFS's purchaser or assignee, if any. So long as Customer is not in breach or default of this Agreement, CFS assigns to Customer, solely for the purposes of making and prosecuting any such claim, the rights if any, which CFS may have against the supplier, dealer, or manufacturer for breach of warranty or other representation respecting any item of Equipment. CUSTOMER ACKNOWLEDGES AND AGREES THAT NEITHER THE SUPPLIER NOR ANY DEALER IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OF THIS AGREEMENT, OR MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THIS AGREEMENT OR THE EQUIPMENT ON BEHALF OF CFS.
- 6. FISCAL FUNDING:** The Customer warrants that it has funds available to pay Payments payable pursuant to this Agreement until the end of its current appropriation period and warrants that it presently intends to make Payments in each appropriation period from now until the end of this Agreement. The officer of the Customer responsible for preparation of Customer's annual budget shall request from its legislative body or funding authority funds to be paid to CFS under this Agreement. If notwithstanding the making in good faith of such request in accordance with appropriate procedures and with the exercise of reasonable care and diligence, such legislative body or funding authority does not appropriate funds to be paid to CFS for the Equipment, Customer may, upon prior written notice to CFS, effective upon the exhaustion of the funding authorized for the then current appropriation period, return the Equipment to CFS, at Customer's expense and in accordance with this Agreement, and thereupon, Customer shall be released of its obligation to make Payments to CFS due thereafter, provided: (1) the Equipment is returned to CFS as provided for in the Agreement; (2) the above described notice states the failure of the legislative body or funding authority to appropriate the necessary funds as the reason for cancellation; and (3) such notice is accompanied by payment of all amounts then due to CFS under this Agreement. In the event Customer returns the Equipment pursuant to the terms of this Agreement, CFS shall retain all sums paid by Customer. Customer's Payment obligations under this Agreement in any fiscal year shall constitute a current expense of Customer for such fiscal year, and shall not constitute indebtedness or a multiple fiscal year obligation of Customer under Customer's state constitution, state law or home rule charter. Nothing in this Agreement shall constitute a pledge by Customer of any taxes or other monies, other than as appropriated for a specific fiscal year for this Agreement and the Equipment.
- 7. ACCEPTANCE; DELIVERY:** Customer's execution of the Acceptance Certificate, or Customer's provision to CFS of other written confirmation of its acceptance of the Equipment, shall conclusively establish that the Equipment has been delivered to and accepted by Customer for all purposes of this Agreement and Customer may not for any reason revoke that acceptance, however, if Customer has not, within ten (10) days after delivery of the Equipment, delivered to CFS written notice of any non-acceptance of the Equipment, specifying the reasons therefore and specifically referencing this Agreement, Customer shall be deemed to have irrevocably accepted the Equipment. CFS is the lessor and Customer is the lessee of the Equipment under this Agreement. As between CFS and Customer only, this Agreement shall supersede any Customer purchase order in its entirety. Customer agrees to waive any right of specific performance of this Agreement and to hold CFS harmless from damages if for any reason the Equipment is not delivered as ordered, if the Equipment is unsatisfactory or if CFS does not execute this Agreement. Customer agrees that any delay in delivery of the Equipment shall not affect the validity of this Agreement.
- 8. LOCATION; LIENS; NAMES; OFFICES:** Customer shall not move the Equipment from the location specified herein except with the prior written consent of CFS. Customer agrees that it will keep the Equipment free and clear of all claims and liens other than those created as a result of this Agreement. Customer's legal name (as set forth in its constituent documents filed with the appropriate governmental office or agency) is set forth herein. Upon request, Customer will deliver to CFS certified constituent documents. The chief executive office of Customer is located at the address set forth herein. Customer will not change its name or the location of its chief executive office unless CFS has been given at least 30 days prior written notice thereof and Customer has executed and delivered to CFS such financing statements and other instruments required or appropriate.
- 9. USE; FINANCING STATEMENTS:** Customer shall comply with all laws or regulations relating to the use or maintenance of the Equipment. Customer shall put the Equipment only to the use contemplated by the manufacturer of such Equipment. Customer authorizes CFS (and any third party filing service designated by CFS) to execute and file, (a) financing statements evidencing the interest of CFS in the Equipment, (b) continuation statements in respect thereof, and (c) amendments (including forms containing a broader description of the Equipment than the description set forth herein) and Customer irrevocably waives any right to notice thereof.
- 10. INDEMNITY:** Customer agrees to reimburse CFS for and to defend CFS against any claim for losses or injury caused by the Equipment. This Section shall survive termination of this Agreement.

TEXAS SALES AND USE TAX EXEMPTION CERTIFICATION

Name of purchaser, firm or agency Clay County Sheriff's Department	
Address (Street & number, P.O. Box or Route number) 215 West Gilbert	Phone (Area code and number) 940-538-5611
City, State, ZIP code Henrietta, TX 76365-2864	

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: **Canon Financial Services**

Street address: **14904 Collections Center Drive** City, State, ZIP code: **Chicago, IL 60693**

Description of items to be purchased or on the attached order or invoice:

Canon imageRUNNER 1025iF

Purchaser claims this exemption for the following reason:

County Government Sheriff's Department

I understand that I will be liable for payment of sales or use taxes which may become due for failure to comply with the provisions of the Tax Code: Limited Sales, Excise, and Use Tax Act; Municipal Sales and Use Tax Act; Sales and Use Taxes for Special Purpose Taxing Authorities; County Sales and Use Tax Act; County Health Services Sales and Use Tax; The Texas Health and Safety Code; Special Provisions Relating to Hospital Districts, Emergency Services Districts, and Emergency Services Districts in counties with a population of 125,000 or less.

I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate and, depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

sign here →	Purchaser <i>Kenneth Liggett</i>	Title <i>Clay County Judge</i>	Date <i>10-15-20 14</i>

NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.

THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.

Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

This certificate should be furnished to the supplier. Do not send the completed certificate to the Comptroller of Public Accounts.

Clay County Sheriff's Department

Canon Equipment	M.S.R.P.	Purchase	24 Month Lease \$1.00 Purchase Option	36 Month Lease \$1.00 Purchase Option
Canon imageRUNNER 1025iF (25 ppm black & white model) Includes Duplexing Auto Document Feeder, one-500 sheet paper drawer standard plus 50 sheet stack bypass. Standard copy/print/fax and scan functions.	\$2,520.00	\$1,600.00	\$72.85	\$49.76
Some additional options:				
Cassette Feeding Module-N2 (Additional 500 sheet paper)	\$357.00	\$214.00	\$9.75	\$6.66
Cabinet-V1	\$125.00	\$90.00	\$4.10	\$2.80
Maintenance Coverage:				
<i>\$300.00 includes 3,000 copies per quarter for 12 months. One additional toner will be supplied with the copier and one case of additional toner will be supplied at 16,800 copy meter. Additional toner will be supplied every 8,400 copies thereafter. Coverage to be billed quarterly at \$0.02 per copy. Coverage includes service checks, preventative maintenance calls, all routine replacement parts (including drum and consumable parts), labor and mileage. A stand alone copier will be provided as a loaner if necessary.</i>				
<i>*Prices do not include sales tax if applicable.</i>				
<i>*Includes up to two hours of connectivity support.</i>				

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DYNASYSTEMS
EQUIPMENT INSTALLATION REPORT

Customer Name: Clay County Sheriff Cust #: WF3557

Bill To Address: 215 West Gilbert

City: Henrietta State: TX Zip: 76365-2864

Ship To Address: _____

City: _____ State: _____ Zip: _____

Telephone: (940) 538-5611 Key Operator: Kenny Lemons, Jr.

Equipment Placed: iR1025iF Serial #: DRL84943 I.D. # 13704

Accessories: _____

Install Date: 10/1/14 Salesperson: Dru Landrum

Beginning Meter Reading: 000,046 Wall Plug Tested: (Result)

000

Correct

Notes: _____

MAINTENANCE

M.A. Quoted: \$ 300.00 Type of Coverage iR1025 Series

Copies Allowance: 3,000/quarter Overage Billed at: \$ 0.02

Mileage from Branch: 20

M.A. Purchased: Yes No

THE ABOVE REFERENCED EQUIPMENT HAS BEEN INSTALLED TO MY SATISFACTION

SIGNATURE: Kenneth Lizzett DATE: 10-15-2014
TITLE: Clay County



INVOICE

DYNASYSTEMS

GO DIGITAL ... GO DYNASYSTEMS

INVOICE # 13704
DATE: OCTOBER 1, 2014

P.O. Box 4437
Wichita Falls, TX 76308-4437
Phone 940-691-3962 Fax 940-692-4292

TO CANON FINANCIAL SERVICES
158 GAITHER DRIVE
MT. LAUREL, NJ 08054

SHIP TO CLAY COUNTY SHERIFF
215 WEST GILBERT
HENRIETTA, TX 76365-2864
940-538-5611

SALESPERSON	CUSTOMER NUMBER	CUSTOMER P.O.	DATE ORDERED	DELIVERY DATE	PAYMENT TERMS	DUE DATE
Dru Landrum	WF3557			10/1/14	36 Mo. Lease	

QTY	ITEM #	DESCRIPTION	UNIT PRICE	DISCOUNT	LINE TOTAL
1		Canon imageRUNNER 1025iF #DRL84943 36 Month Municipal Lease Rate			\$49.76

INCLUDES UP TO TWO HOURS OF CONNECTIVITY SUPPORT

SUBTOTAL	49.76
SALES TAX	EXEMPT
MONTHLY LEASE PMT	\$49.76

FOR INFORMATION ONLY - DO NOT PAY FROM THIS INVOICE

THANK YOU FOR YOUR BUSINESS!