

Kittitas County Review Form Grants & Contract Agreement



| | |
|--------------------------------------|-------------|
| Today's Date 04/05/2017 | Agenda Date |
| Fund/Department 116-Public Health | |

Contract/Grant Information

| | |
|--|-----------------------------|
| Contract /Grant Agency: Cannon Solutions America | |
| Period Begin Date: 04/01/2017 | Period End Date: 04/01/2018 |
| Total Grant/Contract Amount: Total lease amount for 60 months is \$11,361.00 | |
| Grant/Contract Number: | |
| Contract/Grant Summary: The agreement between Cannon Solutions and KCPHD is for sale/lease of the Cannon copy machine from 04/01/2017-04/01/2017. | |

Recommendation for Board of Health and Board of Health Review on _____

Department Head Signature: _____, Administrator Date: _____

Kittitas County Prosecutor, Auditor, and Board of Health Review and Comment:

APPROVED AS TO FORM:

| | |
|-------------------------------------|------|
| Signature of Prosecutor's Office | Date |
| Signature of Auditor's Office | Date |
| Signature of Board of Health member | Date |

Financial Information

| | | |
|----------------------------------|--|------------------|
| Total Amount \$11,361.00 | State Funds \$ | Federal Funds \$ |
| Percentage County Funds 100% | Matching Funds \$ | CFDA# |
| | In-Kind \$ <small>Explain</small> | |
| Is Equipment being purchased? No | Who owns equipment? Cannon Solutions | |
| New Personnel being hired? No | Contact HR hiring – reporting requirements | |

Future impacts or liability to Kittitas County:

Budget Information

| | | |
|-----------------------------|---|---|
| Budget Amendment Needed? | Yes <input type="checkbox"/> attach budget form | No <input checked="" type="checkbox"/> Why not |
| New Division Created? | | Copier lease payments included in annual budget |
| Revenue Code | | |
| 116.611.57501 - \$11,361.00 | | |
| | | |

Pass Through Information

| | |
|------------------------|-------|
| Agency to Pass Through | |
| Amount to Pass Through | \$ |
| Sub-Contract Approved | Date: |

Prosecutor Review

Has the Prosecutor reviewed this agreement? Yes No

County Departments Impacted

| | |
|----------------------|------------------------|
| Auditor | Facilities Maintenance |
| Information Services | Human Resource |
| Prosecutor | Treasurer |

Submitted

| | |
|-------------|-------|
| Signature: | Date: |
| Department: | |

Assignment of Tracking Information

| | |
|----------------------------------|--|
| Auditor's Office | |
| Human Resource | |
| Prosecutor's Office | |
| Who Signed the grant application | |

| | |
|----------|------|
| Reviewer | Date |
|----------|------|



CANON SOLUTIONS AMERICA
 Canon Solutions America, Inc. ("CSA")
 One Canon Park, Melville, NY 11747
 (800)-613-2228

UNIFIED LEASE AGREEMENT

#ULF S0664936.06

Salesperson: **Rodney Scott Gilmore**

Order Date: **4/3/2017**

| | | | |
|---|-------------------------|--|--|
| Customer ("You"): <u>Customer Account:</u> | | Organization Information | |
| Company Legal Name: KITTITAS CNTY PUBLIC HEALTH DEPT | | Federal Tax Identification Number (TIN): 91-6001349 | |
| Doing Business As: | | <input type="checkbox"/> Corporation | <input type="checkbox"/> Limited Liability Company |
| Billing Address: 507 N NANUM ST | | <input type="checkbox"/> Partnership | <input type="checkbox"/> Limited Liability Partnership |
| City: ELLENSBURG | County: KITTITAS | <input type="checkbox"/> Non-Profit Corporation | <input type="checkbox"/> State or Local Government |
| State: WA | Zip: 98926 | <input type="checkbox"/> Sole Proprietorship If selected, complete Date of Birth _____ | |
| Phone: 509.962.7515 | | Chief Executive Office and address for notices: | |
| Contact: Candi Blackford | | Address: | |
| Fax: | | City: | |
| E-Mail: candi.blackford@co.kittitas.wa.us | | State: | |
| Lease Information | | Zip: | |

| | | |
|--|---|--|
| Lease Term 60 Months | Payment * Base \$175.00 + Maintenance \$0.00 = Total \$175.00 | Amount Due at Signing # of Payments in Advance: 0 TOTAL DUE AT SIGNING * \$0.00 |
| Payment Frequency <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly | (* Plus applicable taxes) Check must accompany agreement | |
| End of Lease Term Purchase Option * <input checked="" type="checkbox"/> Fair Market Value <input type="checkbox"/> \$1.00 <input type="checkbox"/> Other _____ (estimated) | | Tax Exempt <input type="checkbox"/> Yes (Attach certificate) |

Equipment Description: See Schedule A

| | | | | |
|--|---|--|--|---|
| Equipment Maintenance | Select 1 option: <input checked="" type="checkbox"/> Included for all Equipment | <input type="checkbox"/> Included, except for Equipment excluded on Schedule A | <input type="checkbox"/> Declined | <input type="checkbox"/> Under separate agreement |
| Excess Per Image Charge Billing Cycle | <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other _____ | Coverage Plan | If adding to an existing Aggregate, provide either a contract # or serial # under Aggregate. | |
| Consumables Inclusive | <input checked="" type="checkbox"/> Toner (excludes clear) <input type="checkbox"/> Other _____ | <input checked="" type="checkbox"/> Per Unit <input type="checkbox"/> Fleet | <input type="checkbox"/> Aggregate | |
| PO Required | <input type="checkbox"/> Yes PO# _____ | <input checked="" type="checkbox"/> No | Charges See Schedule A | |

Personal Guaranty

The undersigned (whether one or more are specified, "Guarantor(s)"), in consideration of CANON SOLUTIONS AMERICA, INC. ("CSA") entering into a unified lease agreement (together with any schedules or supplements thereto, "Agreement") with the customer identified above ("Customer"), irrevocably and unconditionally, jointly and severally, guarantee to Lessor (as defined in the Agreement) and its successors and assigns, the payment when due of all amounts owed under the Agreement (whether at maturity or upon the occurrence of an event of default or otherwise) and the performance by Customer of all terms of the Agreement and any other transaction between Customer and Lessor (or CSA as assigned to Lessor) (collectively, "Liabilities"). If Customer shall fail to pay or perform any Liabilities when due, Guarantors shall, upon demand, pay any amounts which may be due from Customer and take any action required of Customer under the Agreement. This is an absolute and continuing guaranty and Guarantors' liability under this Guaranty is primary and will not be affected by any settlement, extension, renewal or modification of the Agreement or any discharge or release of Customer's obligations, whether by agreement or operation of law.

If any payment applied by Lessor on the Liabilities is thereafter set aside, recovered or required to be returned for any reason (including without limitation the bankruptcy, insolvency or reorganization of Customer or any other person), the Liabilities to which such payment was applied shall for the purposes of this Guaranty be deemed to have continued in existence, notwithstanding such application, and this Guaranty shall be enforceable as to such Liabilities as fully as if such application had never been made. This Guaranty may be terminated only upon sixty (60) days' prior written notice to CSA and Lessor, and such termination shall be effective only as to Liabilities arising under schedules, supplements, or agreements entered into after the effective date of termination and shall not affect Lessor's rights under this Guaranty arising out of the Agreement or other agreements entered into prior to such date. Guarantors waive all damages, demands, presentments and notices of every kind and nature, any rights of set-off, and any defenses available to a guarantor (other than the defense of payment and performance in full) under applicable law. Guarantors further waive any (i) notice of the incurring of indebtedness by Customer and the acceptance of this Guaranty, (ii) right to require suit against Customer or any other party before enforcing this Guaranty and (iii) right of subrogation to Lessor's rights against Customer until the Liabilities are satisfied in full. Any (a) renewals and extensions of time of payment, (b) release, substitution or compromise of or realization upon the Equipment, other guarantees or any collateral security and (c) exercise of any other right under this or any other agreement between Lessor (or CSA as assigned by Lessor) and Customer or any third party, may be made, granted and effected by Lessor without notice to Guarantors and without in any manner affecting Guarantors' liability under this Guaranty.

Guarantors shall pay all expenses (including attorneys' fees and legal expenses) paid or incurred by Lessor in endeavoring to collect the Liabilities or any part thereof and in enforcing the Guaranty. THIS GUARANTY SHALL FOR ALL PURPOSES BE DEEMED A CONTRACT ENTERED INTO IN THE STATE OF NEW JERSEY. THE RIGHTS OF THE PARTIES UNDER THIS GUARANTY SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES. ANY ACTION BETWEEN GUARANTORS AND LESSOR SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT LOCATED IN THE COUNTY OF CAMDEN OR BURLINGTON, NEW JERSEY, OR AT LESSOR'S SOLE OPTION, IN THE STATE WHERE ANY GUARANTOR, CUSTOMER OR EQUIPMENT IS LOCATED. GUARANTORS, BY THEIR EXECUTION AND DELIVERY HEREOF, IRREVOCABLY WAIVE OBJECTIONS TO JURISDICTION OF SUCH COURTS AND OBJECTIONS TO TO VENUE AND CONVENIENCE OF FORUM. GUARANTORS, BY THEIR EXECUTION AND DELIVERY HEREOF, AND CSA AND LESSOR, BY THEIR ACCEPTANCE HEREOF, HEREBY IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS.

Guarantors agree that CSA and Lessor may accept a facsimile or other electronic transmission of this Guaranty as an original, and that facsimile or electronically transmitted copies of Guarantors' signatures will be treated as an original for all purposes.

Printed Name: _____ Signature: _____ (no title) Date: _____
 Address: _____ Phone: _____
 Printed Name: _____ Signature: _____ (no title) Date: _____
 Address: _____ Phone: _____

BY YOUR SIGNATURE BELOW, YOU AGREE TO LEASE THE ITEMS LISTED ON SCHEDULE A OR IN ANY ADDENDUM(S) TO THIS AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT, INCLUDING THE GENERAL TERMS AND CONDITIONS, WHICH ARE INCORPORATED HEREIN BY REFERENCE. The undersigned and CSA have each caused this Agreement to be executed as of the date first written below.

Customer's Authorized Signature: _____ Date: _____
 Printed Name: _____ Title: _____
 CSA Authorized Signature: _____ Date: _____
 Printed Name: _____ Title: _____

GENERAL TERMS AND CONDITION

1. LEASE OF EQUIPMENT AND SOFTWARE

1.1 Listed Items; Commencement of Lease; Lessor. CSA shall supply, for lease by you as provided below, and you shall lease the units of equipment ("Equipment") and licenses of software with separate support contracts, if applicable ("Listed Software"), and together with the Equipment and all replacements and additions thereto, "Listed Items") indicated on Schedule A. The initial lessor is Canon Financial Services, Inc. (together with any future assignees of its rights as lessor, "Lessor"). You shall keep the Listed Items at the "Ship To" location, not move them to another location without the prior written consent of Lessor (defined below), and keep them free and clear of all liens and encumbrances. This Agreement shall be effective on the date the Listed Items are delivered to you ("Lease Commencement Date"). The term of this Agreement begins on the date accepted by CSA or any later date that CSA designates ("Agreement Date"), and shall continue for an initial term of the number of months specified on page 1 (together with any renewal periods, "Lease Term"). Your execution of an acceptance certificate provided by CSA shall conclusively establish that the Listed Items have been delivered to and irrevocably accepted by you. If you have not, within 10 days after delivery of Equipment, delivered to Lessor written notice of non-acceptance of any Equipment, specifying the reasons and referencing this Agreement, you shall be deemed to have irrevocably accepted the Equipment. After acceptance, you shall have no right to cancel this Agreement or return the Listed Items prior to the end of the Lease Term for any reason whatsoever, including termination of any maintenance services that may be provided by CSA under this or any separate agreement. Title to all Listed Items shall be transferred by CSA to Lessor. CSA shall assign to Lessor all of its rights (but none of its obligations) with respect to the Listed Items, including the right to receive all Payments. Lessor does not and shall not assume any obligations under this Agreement. CSA shall remain solely liable for the performance of all maintenance, service, and warranty obligations described in this Agreement.

1.2 Payments and Costs. You shall pay to Lessor each billing period the fixed base and, if applicable, the fixed maintenance amounts and per image charges and all other amounts, as listed and specified on page 1 and Schedule A and such other amounts permitted in this Agreement as invoiced by Lessor (collectively, "Payments"; the fixed maintenance amounts and the per image charges are the "CSA Payments", and all other Payments are the "Lessor Payments"). The Payments shall not increase during the initial term. Prepaid charges shall not be refundable except as provided in Paragraph 2.1(b). Invoices shall be due and payable upon receipt. All Payments will be applied in such order as Lessor, in its discretion, may determine. This lease is a net lease. Lessor Payments shall be made without set-off or deduction, even if the Listed Items malfunction and irrespective of any non-performance by CSA of its maintenance obligations. You authorize Lessor to adjust the Payments and the End of Term Purchase Option amount (if specified on page 1) ("Purchase Option") by up to 15% if the actual cost of the Listed Items and any related services and supplies, including any sales and use tax, exceed CSA's estimates on which such amounts were based. You shall pay a \$85 documentation fee and any applicable taxes (including personal property tax), expenses, charges and fees imposed with respect to the Listed Items, the Payments or your performance or non-performance under this Agreement, and you shall reimburse Lessor for the same plus processing fees (collectively, "Costs"). You agree that Lessor may in its sole discretion apply, but shall not be obligated to apply, any amounts paid in advance to any amount due or to become due hereunder, and in no event shall any amount paid in advance earn interest unless required by applicable law. If any Payments are late, you shall pay (a) the actual and reasonable costs and expenses of collection, including attorneys' fees, whether or not suit is brought, (b) a late charge equal to the higher of 10% of the amount due or \$25, as reasonable liquidated damages, and (c) if Lessor should bring court action, you agree that attorney fees equal to 25% of the amount sought shall be deemed reasonable, in each case not to exceed the maximum amount permitted by law.

1.3 Purchase Options; Return. (a) **END OF TERM PURCHASE OPTION.** To elect this option, you shall give Lessor 60 days' prior irrevocable written notice (unless the Purchase Option price is \$1.00) that you will purchase, upon the expiration of the Lease Term, all the Listed Items at the Purchase Option price plus any Costs. (b) **PRIOR TO MATURITY PURCHASE.** You may upon not less than 60 days' prior irrevocable written notice, purchase all the Listed Items at a price equal to the sum of all remaining Payments, plus the Fair Market Value, plus Costs. For purposes of this Agreement, "Fair Market Value" shall be Lessor's retail price at the time you notify Lessor of your intent to purchase the Equipment. (c) Listed Item purchases shall be "AS-IS WHERE-IS" without warranty, except for title; purchases of licenses of Listed Software are subject to the terms thereof. (d) Unless this Agreement contains a \$1.00 Purchase Option, this Agreement shall automatically renew on a month to month basis at the same Payment amount (subject to increase of CSA Payments) and frequency unless you, at least 60 days before the end of the Lease Term, send to Lessor written notice (the "End of Term Notice") that you either (i) are purchasing all (but not less than all) of the Equipment in accordance with the terms hereof, or (ii) do not want to renew this Agreement, and at the end of the Lease Term shall return the Equipment as provided below. Unless this Agreement automatically renews or you purchase the Equipment as provided in this Agreement, you shall, at the termination of the Lease Term, return the Equipment at your sole cost and expense in good operating condition, ordinary wear and tear resulting from proper use excepted, to a location specified by Lessor. Lessor may charge you a restocking fee equal to the greater of one Lessor Payment or \$250 for the processing of returned Equipment. If for any reason you fail to return any Equipment to Lessor as provided in this Agreement by the last day of such Lease Term, you shall pay to Lessor upon demand one billing period's Lessor Payment for each billing period or portion thereof that such return is delayed. If you fail to provide the required End of Term Notice and return the Equipment at the end of the Lease Term, you shall pay to Lessor upon demand the 60-day equivalent of Lessor Payments to satisfy the End of Term Notice period referenced above. You shall reimburse Lessor for any costs incurred by Lessor to place the Listed Items in good operating condition.

2. MAINTENANCE. YOU SHALL RECEIVE THE MAINTENANCE DESCRIBED IN THIS PARAGRAPH 2 ("Maintenance") ONLY IF YOU HAVE ACCEPTED MAINTENANCE ON PAGE 1. Such services are subject to the exclusions hereinafter described. Maintenance provided to you under separate agreement between CSA and you shall be governed solely by the provisions thereof.

2.1 Covered Service. (a) CSA shall provide all routine preventive maintenance and emergency service necessary to keep the Equipment in good working order in accordance with this Agreement and CSA's normal practice. Such service shall be performed between 8:30 A.M. and 5:00 P.M. Monday through Friday, except holidays. (b) You shall afford CSA reasonable access to the Equipment to perform on-site service. CSA may terminate its maintenance obligations as to any Equipment if you relocate it to a site outside CSA's service coverage area. If, in CSA's opinion, any Equipment cannot be maintained in good working order through CSA's routine maintenance services, CSA may, at its option, (i) substitute comparable Equipment or (ii) cancel any balance of the term of its maintenance obligations as to such Equipment and refund the

unearned portion of any prepaid CSA Payments. Parts or Equipment replaced or removed by CSA in connection with Maintenance shall become the property of Lessor and you disclaim any interest in them. (c) Installation/implementation of Listed Software may be at an additional charge except to the extent included as a Listed Item and may be conditioned on your agreement to a separate statement of work or other document covering the scope and schedule of installation/implementation, configuration options, responsibilities of each party, and other matters, which shall solely govern as to the matters covered therein. Additional charges may apply for work beyond the initial scope described in such separate document. (d) Support for Listed Software is provided directly by the respective developers thereof and as set forth in each developer's applicable separate support contract, and is not provided by CSA under this Agreement except as expressly provided herein. Support for Listed Software may require separate purchase by you of a support contract, unless included under this Agreement as a Listed Item. The terms of support contracts for Listed Software are available from the developers, or will be provided to you by CSA upon request. Notwithstanding any provision in the support contract to the contrary, it shall automatically renew on an annual basis. (e) CSA shall make available to you from time to time upgrades and bug fixes for the software licensed as part of the Equipment and for Listed Software, but: (i) only if such upgrades and bug fixes are provided to CSA by the developers of such Listed Software, (ii) availability of upgrades and bug fixes may be at additional charge, and (iii) installation of such upgrades and bug fixes by CSA if requested by you shall be at additional charge. You are not required to use CSA for installation of either Listed Software or for any upgrades and bug fixes, but if installation is done by anyone other than CSA, CSA shall have no responsibility for any performance or other issues that may result from such installation. (f) CSA shall also use reasonable efforts to provide Level 1 support for the Listed Software (except that for certain Listed Software, Level 1 support shall be provided only if and so long as a separate software support contract for such Listed Software from the developer thereof is in effect). Level 1 support consists of (i) providing help-line telephone assistance in operating the Listed Software and identifying service problems in the Listed Software, and attempting to troubleshoot any such problems; (ii) escalating operating problems to the applicable developer of the Listed Software as needed to rectify such problems, including facilitating contact between you and the developer of the Listed Software as necessary; and (iii) maintaining a log of such problems to assist in tracking the same.

2.2 Maintenance Term and Charges. (a) Maintenance shall start on the Lease Commencement Date and shall continue for the Lease Term. (b) Consumables Inclusive Maintenance includes replenishment of toner only (and other consumables, but only if specified on page 1). Toner is supplied for exclusive use with the Equipment. CSA may terminate the Maintenance if you use consumables in a different manner. If your toner usage exceeds by more than 10% the published manufacturer specifications for conventional office image coverage, CSA may invoice you for such excess usage. You may purchase additional toner from CSA if required. You shall bear all risk of loss, theft or damage to unused consumables, which shall remain CSA's property and shall be returned promptly upon termination of this Agreement or Maintenance. (c) If you selected the Fleet or Aggregate Coverage Plan on page 1, the Base Charge and the Covered Images Included shall apply to all of the Equipment on Schedule A unless otherwise indicated. If specified on page 1 that the Listed Items are being added to an existing fleet under a previous agreement between you and CSA, (i) the fleet shall include the listed items under the previous agreement, and all other agreements for which the add to existing fleet option was selected, and (ii) the maintenance term for all Listed Items under this Agreement shall be the same as the maintenance term for all listed items under all such previous agreements. (d) If specified on the face page that the Listed Items are being added to an existing Aggregate Coverage Plan under a previous agreement between you and CSA, the Covered Images shall apply to all of the Equipment on the schedule, unless otherwise indicated, plus the listed items under the previous agreement(s), and all other agreements for which the add to existing Aggregate Coverage Plan was selected, on an aggregated basis, for so long as the maintenance term for all such listed items continues. (e) Unless otherwise indicated on Schedule A, you authorize CSA to use networked features of the Equipment including ImageWARE to receive software updates, activate features/new licenses and transmit use and service data accumulated by the Equipment over your network by means of an HTTPS protocol and to store, analyze and use such data for purposes related to servicing the Equipment and product improvement. This feature is not capable of sending or receiving image data. (f) You shall provide meter readings to CSA in accordance with the Meter Read Method selected. If you selected CSA's eMImage website, you shall complete CSA's registration process governing access to and use of such website. CSA may change your meter read options from time to time upon 60 days' notice. If CSA does not receive timely meter readings from you, you shall pay invoices that reflect CSA's estimates of meter readings. CSA may verify the accuracy of any meter readings from time to time and invoice you for any shortfall in the next invoice. (g) You agree that CSA may suspend performance of Maintenance if and so long as any Payments are overdue, and that any such suspension shall not in and of itself be deemed a termination of this Agreement.

2.3 Non-Covered Service. The following services are not included within Maintenance and shall be invoiced in accordance with CSA's then current labor, parts and supply charges: (a) replacement of any consumables not provided as part of Consumable Inclusive Maintenance identified on page 1, including, without limitation, paper, toner, ink, waste containers, fuser oil, staples (, other media, print heads and puncher dies); (b) repairs necessitated by factors other than normal use including, without limitation, any willful act, negligence, abuse or misuse of the Equipment; the use of parts, supplies or software not supplied by CSA; service performed by anyone other than CSA; accident; use of Equipment with non-compatible hardware or software components; electrical power malfunction or heating, cooling or humidity ambient conditions; (c) de-installation, re-installation, or relocation of Equipment; (d) repairs to or realignment of Equipment and related training necessitated by changes made to your system configuration or network environment; (e) work requested to be performed outside of CSA's regular business hours; and (f) repair of any network/system connection devices, except when listed on page 1. If you have NOT selected Maintenance on page 1, any of the maintenance services described in Paragraph 2.1 above shall be available only upon your request, either under separate agreement with CSA or invoiced in accordance with CSA's then current labor, parts and supply charges. Installation of certain Listed Software may also require a separate agreement between you and CSA setting forth the scope of work, your responsibilities in connection with such installation, and other terms and conditions as required by CSA. Such separate agreement(s) shall solely govern, and this Agreement shall not apply to, the services described therein.

3. CSA CUSTOMER SATISFACTION POLICY. If you are not satisfied with the performance of your Canon or Ccè brand product, upon your written request, CSA in its sole discretion will repair or replace the product with a like unit with equivalent capabilities. Prior to replacement, CSA shall have had the opportunity to return the product to good working order in accordance with the terms of this agreement. If a replacement unit is provided, the lease hereunder of the replaced unit shall be deemed terminated and the replacement unit shall be deemed a "Listed Item" for the lease and all other purposes of this Agreement. This policy shall apply only if you

are not in default of this Agreement and Maintenance under this Agreement has not been canceled or terminated.

4. DATA. You acknowledge that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that you may store for purposes of normal operation of the Equipment ("Data"). You acknowledge that Lessor is not storing Data on behalf of you and that exposure or access to the Data by CSA or Lessor, if any, is purely incidental to the services performed by CSA or Lessor. Neither CSA nor Lessor nor any of their affiliates has an obligation to erase or overwrite Data upon your return of the Equipment to CSA or Lessor or any other disposition of the Equipment by you. You are solely responsible for: (A) your compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (B) all decisions related to erasing or overwriting Data. Without limiting the foregoing, you should, (i) enable the Hard Disk Drive (HDD) data erase functionality that is a standard feature on certain Equipment and/or (ii) prior to return or other disposition of the Equipment, utilize the HDD (or comparable) formatting function (which may be referred to as "Initialized All Data/Settings" function) if found on the Equipment to perform a one pass overwrite of Data or, if you have higher security requirements, you may purchase from CSA at current rates an appropriate option for the Equipment, which may include (a) an HDD Data Encryption Kit option which disguises information before it is written to the hard drive using encryption algorithms, (b) an HDD Data Erase Kit that can perform up to a 3-pass overwrite of Data (for Equipment not containing data erase functionality as a standard feature), or (c) a replacement hard drive (in which case you should properly destroy the replaced hard drive). You shall indemnify Lessor, CSA, their subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) arising or related to the storage, transmission or destruction of the Data. The terms of this section shall solely govern as to Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between you and CSA or Lessor applies, or could be construed to apply to Data.

5. LIMITED WARRANTY; EXCLUSIONS & LIMITATIONS; INDEMNIFICATION

6.1 Limited Warranty. Equipment is warranted only as provided in the manufacturer's warranty provided with the Equipment (for CANON brand Equipment, the manufacturer's warranty is provided by Canon U.S.A., Inc.). End user warranties, if any, for Listed Software are provided solely by the developers or suppliers of the Listed Software. So long as you are not in breach or default of this Agreement, Lessor assigns to you, solely for the purpose of making and prosecuting any such claim, the rights, if any, which Lessor may have under all such warranties for the Listed Items.

6.2 Disclaimer of Warranties. LESSOR IS NOT A MANUFACTURER, DEALER, OR SUPPLIER OF THE LISTED ITEMS. AS BETWEEN YOU AND LESSOR, THE LISTED ITEMS ARE LEASED "AS IS" AND ARE OF A SIZE, DESIGN, AND CAPACITY SELECTED BY YOU. LESSOR HAS MADE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LISTED ITEMS. The warranties, if any, provided for any of the Listed Items are enforceable by you only against the Canon company or third party making such warranty, not against any Lessor. CSA is not an agent or representative of Lessor and is not authorized to waive or alter any of Lessor's rights or make any representation for Lessor about the Listed Items, except to the extent set forth in this Agreement. EACH OF CSA AND LESSOR EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE USE OR PERFORMANCE OF THE LISTED ITEMS OR CSA'S SERVICES. THE FURNISHING OF MAINTENANCE UNDER THIS AGREEMENT DOES NOT ASSURE UNINTERRUPTED OPERATION OR USE OF ANY OF THE LISTED ITEMS.

6.3 Limitation of Liability. NEITHER CSA NOR LESSOR SHALL BE LIABLE FOR INJURY OR DAMAGE EXCEPT TO THE EXTENT CAUSED BY SUCH PARTY'S NEGLIGENCE OR WILLFUL MISCONDUCT. NEITHER CSA NOR LESSOR SHALL BE LIABLE FOR EXPENDITURES FOR SUBSTITUTE EQUIPMENT OR SERVICES, LOSS OF REVENUE OR PROFIT, LOSS OR CORRUPTION OF DATA, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, STORAGE CHARGES OR OTHER INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE LISTED ITEMS OR CSA'S SERVICES UNDER THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED AND EVEN IF CSA OR LESSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.4 Indemnification. You shall reimburse Lessor for and defend Lessor against any claim for losses or injury caused by the Listed Items, before and after the Lease Term ends.

8. ADDITIONAL LEASE REQUIREMENTS.

8.1 Warranty of Business Purpose/Maintenance. You warrant that the Listed Items will not be used for personal, family or household purposes. If at any time for any reason whatsoever CSA's maintenance obligations have terminated, at your sole expense you shall keep the Equipment in good working order and supply and install replacement parts and accessories when required to maintain the Equipment. Any such replacements shall be the property of Lessor and shall be deemed Equipment.

8.2 Risk of loss; Insurance. Effective upon delivery to you, you shall bear the entire risk of any loss or theft of or damage to the Equipment ("Loss"). You shall obtain and maintain during the term hereunder including all renewals and extensions, at your expense, (a) property insurance for the full replacement value of the Equipment and (b) comprehensive public liability and property damage insurance. All such insurance shall provide for a deductible not exceeding \$5,000 and be in form and amount and with companies satisfactory to Lessor. Each insurer providing such insurance shall name Lessor as additional insured and loss payee and provide Lessor 30 days' prior written notice of alteration or cancellation. You shall deliver certificates or other evidence of insurance to Lessor. You appoint Lessor as your attorney-in-fact solely to make claim for, receive payment of, and execute and endorse documents, checks, or drafts for any Loss. If within 10 days after request you fail to deliver satisfactory evidence of such insurance to Lessor, then Lessor shall have the right, but not the obligation, to obtain insurance covering Lessor's interests in the Equipment, and add the costs of maintaining such insurance and an administrative fee to the amounts due from you under this Agreement. Lessor and any of its affiliates may make a profit on the foregoing. You shall promptly (i) repair or replace any Equipment subject to a Loss or (ii) pay to Lessor the Remaining Lease Balance (defined below). No Loss shall relieve you of any obligation under this Agreement.

7. DEFAULT; REMEDIES. You shall be in default of this Agreement if: (a) you fail to make any Payments when due or perform any of your other obligations under this Agreement; (b) you fail to make payments when due of any indebtedness to Lessor; (c) you or any guarantor of your obligations ("Guarantor") cease doing business as a going concern; (d) you or any Guarantor become insolvent or make an assignment for the benefit of creditors; (e) a petition or proceeding is filed by or against you or any Guarantor under any bankruptcy or insolvency law; (f) a receiver, trustee, conservator, or liquidator is appointed for you, any

Guarantor, or any of your or any Guarantor's property; (g) any statement, representation or warranty made by you or any Guarantor to CSA or Lessor is incorrect in any material respect; or (h) you or any Guarantor who is a natural person die. If you are in default, you shall pay for Lessor's reasonable collection and other costs, and without limiting any of CSA's rights hereunder or under applicable law, Lessor may exercise (on behalf of itself and, as applicable, CSA) any one or all of the following remedies: (1) declare all unpaid Payments (other than per image charges) immediately due and payable, with Lessor retaining title to the Listed Items; (2) terminate any and all agreements with you; (3) without notice, demand or legal process, retake possession of the Listed Items (and you authorize Lessor to enter upon the premises where the Listed Items may be found) and (A) retain the Listed Items and all Payments and other sums paid, (B) re-lease the Listed Items and recover from you the amount by which the Remaining Lease Balance exceeds the value attributed to the Listed Items by Lessor for purposes of calculating the payments under the new lease agreement, or (C) sell the Listed Items and recover from you the amount by which the Remaining Lease Balance exceeds the net amount received by Lessor from such sale; or (4) pursue any other remedy permitted at law or in equity. Lessor may sell the Listed Items after preparing them or not and may disclaim warranties of title and the like. If the Listed Items are not available for sale, you shall be liable for the Remaining Lease Balance and any other amounts due. The "Remaining Lease Balance" shall be the sum of: (i) all Lessor Payments then owed by you to Lessor; (ii) the present value of all remaining Lessor Payments for the full Lease Term; (iii) the Purchase Option price of the Listed Items indicated on the face of this Agreement; plus (iv) any applicable taxes, expenses, charges, and fees. For purposes of determining present value, Lessor Payments shall be discounted at 3% per year.

8. SECURITY; WAIVER. You authorize Lessor to file any form of financing or continuation statements and amendments thereto. THE LEASE CREATED BY THIS AGREEMENT IS INTENDED AS A "FINANCE LEASE" AS THAT TERM IS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE ("UCC 2A") AND LESSOR IS ENTITLED TO ALL BENEFITS, PRIVILEGES AND PROTECTIONS OF A LESSOR UNDER A FINANCE LEASE, AND YOU IRREVOCABLY WAIVE ANY RIGHT OF NOTICE THEREOF. YOU WAIVE YOUR RIGHTS AS A LESSEE UNDER UCC 2A SECTIONS 508-522. If the lease is determined not to be a true lease, you grant Lessor a security interest in the Listed Items. Your exact legal name, your chief executive office address, and your jurisdiction of organization are as set forth on page 1; if you change any of them or the corporate structure, you shall provide prior written notice to Lessor 30 days before such change. Upon request, you will execute and deliver to Lessor such documents as required or appropriate.

9. GENERAL

9.1 Choice of Law and Forum. THIS AGREEMENT SHALL FOR ALL PURPOSES BE GOVERNED BY THE LAWS OF NEW JERSEY WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES. YOU CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT LOCATED WITHIN CAMDEN OR BURLINGTON COUNTY, NEW JERSEY, OR AT LESSOR'S OPTION IN ANY STATE WHERE YOU OR THE EQUIPMENT ARE LOCATED. YOU WAIVE OBJECTIONS TO THE JURISDICTION OF SUCH COURTS, TO VENUE AND TO CONVENIENCE OF FORUM. ANY SUIT, OTHER THAN ONE SEEKING PAYMENT OF AMOUNTS DUE, SHALL BE COMMENCED, IF AT ALL, WITHIN 1 YEAR OF THE DATE THAT THE CLAIM ACCRUES. THE PARTIES IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUIT BETWEEN THEM.

9.2 Entire Agreement; Electronic Acceptance. This Agreement shall be binding upon you when you sign it, upon CSA when CSA has installed the Equipment, and upon Lessor when you have accepted the Listed Items. All provisions of this Agreement, including Section 4, which by their nature can be construed to survive the expiration or termination of the Agreement shall so survive. CSA or Lessor may insert missing or correct other information including the Listed Item description, serial number, and location; and corrections to your legal name; but otherwise this Agreement (together with any separate agreement entered into between you and CSA as described in Section 2.3 above) constitutes the entire agreement between the parties with respect to the subject matter hereof. Any purchase order utilized by you shall be for your administrative convenience only, and any terms therein which conflict with, vary from or supplement the provisions of this Agreement shall be deemed null and void. No representation or statement shall be binding upon Lessor or CSA as a warranty or otherwise unless it is contained in the original of this Agreement. This Agreement shall not be modified or amended except in a written amendment signed by an authorized signer of CSA and you. If a court finds any provision to be unenforceable, the remaining provisions shall remain in full force and effect. You expressly disclaim having relied upon any statement concerning the capability, condition, operation, performance or specifications of the Listed Items, except to the extent set forth in the original of this Agreement. CSA or Lessor may accept electronic images of this Agreement or any Acceptance Certificate as originals, and electronic copies of your signature will be treated as original for all purposes.

9.3 Joint and Several Liability; Assignment. If more than one entity executes this Agreement as the Customer, your obligations shall be joint and several. YOU SHALL NOT ASSIGN OR PLEDGE THIS AGREEMENT, NOR SHALL YOU SUBLET OR LEND ANY LISTED ITEMS. Each of CSA and Lessor may pledge or assign its rights under this Agreement. If a Lessor assigns its rights, the assignee will have the same rights and benefits that the Lessor had and shall not have any obligations hereunder. The rights of the assignee will not be subject to any claims, defenses, or setoffs that you may have against the Lessor.

9.4 Notices. All notices required or permitted under this Agreement shall be sufficient if delivered personally, sent via facsimile or other electronic transmission, or mailed to such party at the address set forth on page 1 or at such other address as such party may designate in writing from time to time. Notices shall be effective 3 days after deposit in the U.S. mail, duly addressed, or upon delivery via personal or express delivery, facsimile or other electronic transmission. You shall send all notices regarding lease provisions to Lessor only, and all notices regarding maintenance provisions to CSA only.

| | |
|---|---|
| Address for notices to Canon Solutions America, Inc.: 300 Commerce Square Blvd. Burlington, NJ 08018 Attn: Customer Service Department Phone: (800) 613-2228 Fax: (800) 220-4002 Email: customercare@csa.canon.com | Address for notices to Canon Financial Services, Inc.: 158 Galther Drive, Suite 200 Mount Laurel, NJ 08054 Attn: Customer Service Department Phone: (800) 220-0330 Fax: (856) 813-5122 Email: customer@cfs.canon.com |
|---|---|

9.5 USA PATRIOT Act; Credit Information. 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 enters into a lease. This means that when you enter into a lease, Lessor may ask for, among other things: (a) your federal tax identification number and (b) your date of birth, if you are a sole proprietor. Lessor may also ask to see identifying documents. You authorize your credit references, any credit reporting agency, or any third party (including Lessor) to collect any credit information and to release the same to Lessor, its affiliates, and their respective designees or assignees.



CANON SOLUTIONS AMERICA
 Canon Solutions America, Inc. ("CSA")
 One Canon Park, Melville, NY 11747
 (800)-613-2228

Unified Lease Agreement

#ULF S0664936.06

Schedule A

Page 1 of 1

Customer Name: KITTITAS CNTY PUBLIC HEALTH DEPT

Ship To Information

Delivery Address: 507 N NANUM ST
 City: ELLENSBURG County: KITTITAS
 State: WA Zip: 98926 Phone #: 509.962.7515
 Delivery Contact: Candi Blackford Fax #:
 E-Mail: candi.blackford@co.kittitas.wa.us
 Connectivity Contact: Candi Blackford
 I/T Phone #: 509.962.7515 E-Mail: candi.blackford@co.kittitas.wa.us
 Elevator: Yes No Loading Dock: Yes No
 Earliest Delivery Date: 4/12/2017 # of Steps: 0 Hours of Operation: 9-5
 Special Instructions:

Equipment and Software ("Listed Items")

Equipment Maintenance Information

Complete the following information, if Maintenance is selected on the face page. Maintenance is automatically selected herein unless you choose the option to exclude Maintenance by checking box(es) below.

| Item Code | Product Description | Qty | Serial # | Equipment excluded from Maintenance | Alternate Meter Read Method: |
|-------------|---|-----|----------|-------------------------------------|------------------------------|
| 0603C003 | IRADVC55501 | 1 | | <input type="checkbox"/> | |
| 0610C002 | HIGH CAPACITY CASSETTE FEEDING UNIT-A1 | 1 | | <input type="checkbox"/> | |
| 0613C002 | STAPLE FINISHER-Y1 | 1 | | <input type="checkbox"/> | |
| 0619C002 | BUFFER PASS UNIT-L1 | 1 | | <input type="checkbox"/> | |
| 0126C001 | 2/3 HOLE PUNCHER UNIT-A1 | 1 | | <input type="checkbox"/> | |
| 1972V073 | ESP NEXT GEN PCS POWER FILTER (120V/20A) XG-P | 1 | | <input type="checkbox"/> | |
| 2368V120 | MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM | 1 | | <input type="checkbox"/> | |
| 3088V680 | INSTALL PAK C55501 & C55601 | 1 | | <input type="checkbox"/> | |
| IntSupplies | Pre-Installed Supplies Installed in Machine | 1 | | <input type="checkbox"/> | |

| Covered Images Included | Start Meter | Excess per Image Charge |
|-------------------------|-------------|-------------------------|
| B & W | B & W | B & W |
| Color | Color | Color |
| 0 | 0 | 0.00740 |
| | | 0.05000 |

| Covered Images Included | Start Meter | Excess per Image Charge |
|-------------------------|-------------|-------------------------|
| B & W | B & W | B & W |
| Color | Color | Color |
| | | |

| Equipment excluded from Maintenance | Alternate Meter Read Method: |
|-------------------------------------|------------------------------|
| <input type="checkbox"/> | |

KITTITAS COUNTY PUBLIC HEALTH - Ship to and Bill to address is the same
 Kittitas County Public Health Department
 507 N Nanum #102
 Ellensburg, WA 98926
 509-962-7515

TO:
CANON USA INC
 C/O CANON FINANCIAL SERVICES
 14904 COLLECTIONS CENTER DRIVE
 CHICAGO, IL 60693
 N/A

P.O. NUMBER:
03202017
[The P.O. number must appear on all related correspondence, shipping papers, and invoices]

| P.O DATE | REQUISITIONER | SHIPPED VIA | F.O.B POINT | TERMS |
|------------|---------------|-------------|-------------|-------------|
| 03/20/2017 | | | | Net 30 Days |

| QTY | UNIT | DESCRIPTION | UNIT PRICE | TOTAL |
|-----|--------|---|------------|-------|
| 60 | MONTHS | Canon c5550A Includes: High Cassette, Staple Finisher2/3 hole, Buffer bypass, 60 month Operating Lease. PO is subject to the Pricing terms and Conditions of the WSACA NASPO contract #3091 / 05214 Plus applicable sales tax. B/W \$0.0074, Color \$0.05 per page includes Parts, Labor, Service, Supplies and Staples. | 175.00/mo | |
| | | | | |
| | | | | |
| | | State Contract: Wash State NASPO | | |
| | | | | |

1. Please send two copies of your invoice.
2. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.
3. Please notify us immediately if you are unable to ship as specified.
4. Send all correspondence to:

CANDI BLACKFORD
 Kittitas County Public Health Department
 507 N Nanum St Suite 102
 Ellensburg, WA 98926
 509-962-7515

| | |
|------------------------------|--|
| SUBTOTAL | |
| SALES TAX | |
| SHIPPING AND HANDLING | |
| OTHER | |
| TOTAL | |

 Signature

Authorized Signature required only for amounts exceeding \$15,000.00



ASSET RECOVERY REQUEST

Today's Date: March 21, 2017

REMOVAL INFORMATION:

Requested Removal Date: April 5, 2017
Serial Number: JMQ03263 Model Name: IR5250
For CFS Use- Servicing Dealers Name: Yakima
For CFS Use- Canon State Contract#: WA State Contract NASPO 05214/3091

CURRENT LOCATION INFORMATION:

Company Name: Kittitas CO WA - Public Health
Street Address: 507 N Nanum # 102 County: Kittitas
City: Ellensburg, State: WA ZIP Code: 98926
Location Removal Contact: Candi Blackford
Phone: 509-962-7515 E-mail: candi.blackford@co.kittitas.wa.us Mobile # :
Alternate Removal Contact: Candi Blackford
Phone: E-mail: candi.blackford@co.kittitas.wa.us Mobile # :

ADDITIONAL INFORMATION:

Is a Certificate of Insurance needed? Yes: No: x
If yes, please provide COI Requirements when completed form is submitted.
Is security clearance needed? Yes: No: x
Is Hard Drive removal & replacement needed? Yes: No: x
If yes, please provide the PO# below & a copy of the purchase order when this completed form is submitted.

Hard Drive removal & Replacement PO# :

Please provide any building requirements (ie: no elevator access; stairs will be involved; loading dock or truck restrictions, etc): PLEASE DO NOT remove old machine until new one is in place. Located in Copy Room 4.26.17

Is this machine being replaced with a new machine? If so, please provide an ETA of the new machine.

To ensure your removal request is processed in a timely manner, all information above must be completed in full. Please email completed form to: assetrecovery@cusa.canon.com

Thank you for your business!

Canon U.S.A, Inc. w Asset Recovery Team w One Canon Park w Melville, NY 11747

KITTITAS COUNTY PUBLIC HEALTH
 Kittitas County Public Health Department
 507 N Nanum #102
 Ellensburg, WA 98926
 509-962-7515

TO:
CANON USA INC
 C/O CANON FINANCIAL SERVICES
 14904 COLLECTIONS CENTER DRIVE
 CHICAGO, IL 60693
 N/A

P.O. NUMBER:
03202017
[The P.O. number must appear on all related correspondence, shipping papers, and invoices]

| P.O DATE | REQUISITIONER | SHIPPED VIA | F.O.B POINT | TERMS |
|------------|---------------|-------------|-------------|-------------|
| 03/20/2017 | | | | Net 30 Days |

| QTY | UNIT | DESCRIPTION | UNIT PRICE | TOTAL |
|-----|--------|--|------------|-----------|
| 60 | MONTHS | Canon c5550A Includes: High Cassette, Staple Finisher2/3 hole, Buffer bypass, 60 month Operating Lease. PO is subject to the Pricing terms and Conditions of the WSACA NASPO contract #3091 / 05214 Plus applicable sales tax. B/W \$0.0074, Color \$0.05 per page includes Parts, Labor, Service, Supplies and Staples. | 175.00/mo | 10,500.00 |
| | | | | |
| | | | | |
| | | State Contract: Wash State NASPO | | |
| | | | | |

1. Please send two copies of your invoice.
2. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.
3. Please notify us immediately if you are unable to ship as specified.
4. Send all correspondence to:
CANDI BLACKFORD
Kittitas County Public Health Department
507 N Nanum St Suite 102
Ellensburg, WA 98926
509-962-7515

| | |
|------------------------------|------------------|
| SUBTOTAL | 10,500.00 |
| SALES TAX | 861.100 |
| SHIPPING AND HANDLING | 0.00 |
| OTHER | |
| TOTAL | 11,361.00 |