



MASTER AGREEMENT

Capital Business Systems Inc.
3001 East Pershing Blvd, Cheyenne WY 82001

MASTER AGREEMENT NO.:

CUSTOMER ("You" OR "Your")

FULL LEGAL NAME: City of Fruita
ADDRESS: 157 South Mesa Fruita, CO 81521

MASTER AGREEMENT

The parties anticipate the terms of this Master Agreement shall be incorporated into and constitute a part of one or more Schedules to Master Agreement entered into between Customer and Owner (each a "Schedule"). As used herein, "Agreement" refers to an individual Schedule which incorporates this Master Agreement and "Equipment" refers to the equipment referenced on an individual Schedule.

ADDITIONAL TERMS AND CONDITIONS

AGREEMENT. You want us to provide you the Equipment under the Schedule and you agree to pay us the amounts set forth on such Schedule each period by the due date. The Agreement will begin on the date the Equipment is delivered to you or any later date we designate. If we designate a later date, you agree to pay us an additional amount equal to the periodic payments due under this Agreement prorated for the period between the date the Equipment is delivered to you and the commencement date. We may charge you a \$150.00 fee to cover documentation and investigation costs. If any amount payable to us is not paid when due, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars (\$26.00); or 2) the highest lawful charge, if less. Any security deposit will be commingled with our assets, will not earn interest, and will be returned at the end of the term, provided you are not in default.

NET AGREEMENT. THE AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL AMOUNTS DUE UNDER THE TERMS OF THE AGREEMENT FOR THE ENTIRE TERM. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST AMOUNTS DUE UNDER THE AGREEMENT FOR ANY REASON.

EQUIPMENT USE. You will keep the Equipment in good working order, use it for business purposes only and not modify or move it from its initial location without our consent. If we have entered into a separate arrangement with you for maintenance, service, supplies, support, etc. with respect to the Equipment, payments under the Agreement may include amounts owed under that arrangement, which amounts may be invoiced as one payment for your convenience. You agree that you will look solely to us for performance under any such arrangement and for the delivery of any applicable supplies.

SOFTWARE/DATA. Except as provided in this paragraph, references to "Equipment" include software included as part of, or installed on, the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software and have no rights or obligations under any related license agreement. You agree that you will look only to the publisher, licensor, or other third parties, if any, who actually granted you your right to use the software to determine those rights. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.

LIMITATION OF WARRANTIES. EXCEPT TO THE EXTENT THAT WE HAVE PROVIDED YOU A WARRANTY IN WRITING, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU CHOSE ANY/ALL THIRD-PARTY SERVICE PROVIDERS BASED ON YOUR JUDGMENT. YOU MAY CONTACT US OR THE MANUFACTURER FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.

ASSIGNMENT. You may not sell, assign, or sublease the Equipment or the Agreement without our written consent. We may sell or assign the Agreement and our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, our assignee will have our assigned rights under the Agreement, but none of our obligations, and will not be subject to any claim, defense, or set-off that may be assertable against us or anyone else.

LAW/FORUM. You agree that the Agreement and any claim related to the Agreement shall be governed by the internal laws of the state in which our (or, if we assign the Agreement, our assignee's) principal place of business is located and any dispute concerning the Agreement will be adjudicated in a federal or state court in such state. You hereby consent to personal jurisdiction and venue in such courts and waive transfer of venue. Each party waives any right to a jury trial.

LOSS OR DAMAGE. You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations under the Agreement. Except for claims, losses, or damages caused by our gross negligence or willful misconduct, you agree to indemnify us and our assignee, if applicable, against any claims, losses, or damages, including attorney fees, in any way relating to the Equipment. In no event will we be liable for any consequential or indirect damages.

UCC. If we assign rights in the Agreement for financing purposes, you agree that the Agreement, in the hands of our assignee, qualifies as an agreement of the type defined in Section 2A-103(1)(g) of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.

INSURANCE. You agree to maintain comprehensive liability insurance acceptable to us. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of the Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under the Agreement, plus our booked residual, both discounted at 3% per annum.

TAXES/OWNERSHIP. You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and the Agreement. Sales or use tax due upfront will be payable over the term with a finance charge. Unless the Agreement includes a \$1-purchase option, we own the Equipment (excluding any software). If the Agreement includes a \$1-purchase option, you acknowledge that the Agreement shall be deemed to be a conditional sales contract, any ownership we have in the Equipment will be deemed transferred to you upon the commencement of the applicable Schedule, you grant us a security interest in the Equipment to secure your obligations under the Agreement and you agree to file any required personal property tax returns relating to the Equipment.

END OF TERM. At the end of the term of the Agreement (or any renewal term) (the "End Date"), the Agreement will renew for an additional one year period under the same terms unless a) you provide us written notice, at least 30 days prior to the End Date, of your intent to return the Equipment, and b) you timely return the Equipment to the location designated by us, at your expense. If the returned Equipment is not immediately available for use by another without need of repair, you will reimburse us for all repair costs. If the Agreement includes a purchase option and you are not in default on the End Date, you may purchase the Equipment from us "AS IS" for the purchase option price. If the Agreement includes a \$1-purchase option, you will be deemed to have exercised your option to purchase the Equipment as of the commencement date of the applicable Schedule. You cannot pay off the Agreement or return the Equipment prior to the End Date without our consent. Unless the Agreement includes a \$1-purchase option, if we consent to an early prepayment, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the price of the Equipment.

DEFAULT AND REMEDIES. If you do not pay any sum within 10 days after its due date, or if you breach any other term of the Agreement or any other agreement with us, you will be in default, and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, both discounted at 4% per annum. We may also use all other legal remedies available to us, including disabling or repossessing the Equipment. You agree to pay all our costs and expenses, including reasonable attorney fees, incurred in enforcing the Agreement. You also agree to pay interest on all past due amounts, from the due date, at 1.5% per month.

MISCELLANEOUS. The Agreement is the entire agreement between you and us relating to our providing and your use of the Equipment and supersedes any prior representations or agreements, including any purchase orders. Amounts payable under the Agreement may include a profit to us. The parties agree that the original of the Agreement for enforcement and perfection purposes shall be that paper copy of the applicable Schedule which: (A) bears (i) the original or a facsimile of your manually applied signature, or (ii) a stamped or electronically applied replica of your signature or other indication of your intent to enter into the Agreement; and (B) bears the original of our manually applied signature. The parties agree that such original shall be the sole "record" constituting "chattel paper" under the UCC. Any change to the Agreement must be in writing signed by each party.

OWNER ("WE", "US", "OUR")

OWNER: Capital Business Systems Inc.

SIGNATURE: _____ DATE: _____

PRINT NAME & TITLE: _____

014364-P01ML_1116

CUSTOMER'S AUTHORIZED SIGNATURE

CUSTOMER: City of Fruita

SIGNATURE: _____ DATE: _____

PRINT NAME & TITLE: _____



**SCHEDULE TO MASTER AGREEMENT
(Imaging Equipment)**

MASTER AGREEMENT NO. _____

APPLICATION NO. _____

AGREEMENT/SCHEDULE NO. _____

CUSTOMER ("YOU" or "YOUR")

FULL LEGAL NAME: City of Fruita

ADDRESS: 157 South Mesa Fruita, CO 81521

MASTER AGREEMENT

REFERS TO THE AGREEMENT BETWEEN CUSTOMER AND OWNER IDENTIFIED IN OWNER'S RECORDS BY THE MASTER AGREEMENT NO. ABOVE.

DESCRIPTION OF EQUIPMENT, IMAGE ALLOWANCE AND EXCESS CHARGES

QTY	TYPE, MAKE, MODEL NUMBER, AND INCLUDED ACCESSORIES	NOT FINANCED UNDER THIS AGREEMENT		BEGINNING METER READING		MONTHLY IMAGE ALLOWANCE		EXCESS PER IMAGE CHARGE (PLUS TAX)	
				B&W	COLOR	B&W	COLOR	B&W	COLOR
1	imageRUNNER ADVANCE DX C3926i					3,600	800	\$0.0125	\$0.072
1	Cassette Feeding Unit-AW1								
1	Inner Finisher L1								
1	Super G3 FAX Board-BH1								
1	imageRUNNER ADVANCE DX C3926i					across	both		
1	Cabinet Type-W								
TOTAL CONSOLIDATED MONTHLY IMAGE ALLOWANCE AND EXCESS PER IMAGE CHARGES (IF CONSOLIDATED)									

EQUIPMENT LOCATION: 157 South Mesa

METER FREQUENCY: Quarterly

SEE ATTACHED EQUIPMENT OR GROUP BILLING SCHEDULE

* THE CONSOLIDATED IMAGE ALLOWANCE AND EXCESS PER IMAGE AMOUNTS SHOWN ABOVE (OR ON THE ATTACHED EQUIPMENT OR GROUP BILLING SCHEDULE), IF ANY, APPLIES TO (CHECK ONE): EQUIPMENT INSTALLED UNDER THIS SCHEDULE ONLY, OR EQUIPMENT INSTALLED UNDER THIS SCHEDULE, TOGETHER WITH EQUIPMENT LISTED ON ANY OTHER APPLICABLE SCHEDULES TO MASTER AGREEMENT (FOR IMAGING EQUIPMENT) (I.E., AN AGGREGATE CONSOLIDATION). IF NO IMAGE ALLOWANCE OR EXCESS PER IMAGE AMOUNTS ARE SHOWN ABOVE (OR ON THE ATTACHED EQUIPMENT OR GROUP BILLING SCHEDULE), IMAGES MADE ON THE EQUIPMENT UNDER THIS SCHEDULE WILL BE INCLUDED IN DETERMINING YOUR IMAGE AND OVERAGE CHARGES UNDER THE APPLICABLE PRIOR SCHEDULE TO MASTER AGREEMENT.

TERM (CHECK ONE TERM OPTION)

TERM: THE END OF THE TERM OF THIS SCHEDULE IS THE END OF THE TERM OF THE SCHEDULE TO MASTER AGREEMENT IDENTIFIED AS SCHEDULE NO.

TERM IN MONTHS: 60 (APPLIES TO THIS SCHEDULE ONLY)

PAYMENT (CHECK ONE TERM OPTION)

MONTHLY BASE PAYMENT AMOUNT: \$325.00 (PLUS TAX) (INCLUDES AMOUNTS DUE UNDER THIS SCHEDULE ONLY)

TOTAL CONSOLIDATED MONTHLY BASE PAYMENT AMOUNT: \$ _____ (PLUS TAX) (INCLUDES AMOUNTS DUE UNDER THIS SCHEDULE AND ANY OTHER APPLICABLE SCHEDULES TO THE MASTER AGREEMENT (FOR IMAGING EQUIPMENT) DURING THE TERM THEREOF)

ADDITIONAL TERMS AND CONDITIONS

IMAGE ALLOWANCE CHARGES AND OVERAGES. You are entitled to make the total number of images shown under Image Allowance Per Machine (or Total Consolidated Image Allowance, if applicable) each period during the term of this Agreement. If you make more than the allowed images in any period, you will pay us an additional amount equal to the number of the excess images made during such period multiplied by the applicable Excess Per Image Charge. Regardless of the number of images made in any period, you will never pay less than the Base Payment Amount. You agree to provide us with the actual meter readings on any business day as designated by us; we may estimate the number of images used if such meter readings are not received within five days after being requested. We will adjust the estimated charge for excess images upon receipt of actual meter readings. You agree that the Base Payment Amount and the Excess Per Image Charges may be proportionately increased at any time if our estimated average page coverage is exceeded. After the end of the first year of this Schedule and not more than once each successive twelve-month period thereafter, the Base Payment Amount and the Excess Per Image Charges (and, at our election, the Base Payment Amount and Excess Per Image Charges under any other schedules for imaging equipment between you and us that incorporate the terms of the Master Agreement) may be increased by a maximum of 15% of the then existing payment or charge. Images made on equipment marked as not financed under this Agreement will be included in determining your image and overage charges.

APPLICABLE TO GOVERNMENTAL ENTITIES ONLY

You hereby represent and warrant to us that as of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on your behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against you have been followed; (c) the Equipment will be operated and controlled by you and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexpended, and unencumbered appropriation; (e) you intend to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) your obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of your tax or general revenues; and (h) you will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns. If funds are not appropriated to pay amounts due under the Agreement for any future fiscal period, you shall have the right to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available, without penalty or additional expense to you (other than the expense of returning the Equipment to the location designated by us), provided that at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, your Chief Executive Officer (or Legal Counsel) delivers to us a certificate (or opinion) certifying that (a) you are a state or a fully constituted political subdivision or agency of the state in which you are located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by you; and (d) you have exhausted all funds legally available for the payment of amounts due under the Agreement. You agree that this paragraph shall only apply if, and to the extent that, state law precludes you from entering into the Agreement if the Agreement constitutes a multi-year unconditional payment obligation.

AGREEMENT

This Schedule to Master Agreement ("Schedule"), together with the preprinted terms of the Master Agreement (as amended), constitutes an agreement between Customer and Owner with respect to the equipment referenced herein (or on the attached Equipment or Group Billing Schedule) (excluding equipment marked as not financed under this Schedule), separate and distinct from any other Schedule to Master Agreement entered into between Customer and Owner pursuant to the Master Agreement. Customer agrees to be bound by the terms of this Schedule, which includes the preprinted terms of the Master Agreement (as amended), and agrees this Schedule shall constitute an "Agreement" as such term is used in the Master Agreement. The original of this Schedule shall be that copy which: (A) bears (i) the original or a facsimile of your manually applied signature, or (ii) evidence of a stamped or electronically applied replica of your signature or other indication of your intent to enter into this Schedule; and (B) bears the original of our manually applied signature. If any provision in this Schedule conflicts with a provision in the Master Agreement, the provision in this Schedule shall control. This Schedule shall commence on the date of our acceptance.

CUSTOMER'S AUTHORIZED SIGNATURE

ONCE YOU SIGN THIS SCHEDULE AND OWNER ACCEPTS IT, THIS SCHEDULE WILL BE NON-CANCELABLE FOR THE FULL TERM.

City of Fruita	X	Michael Bennett, City Manager	
CUSTOMER	SIGNATURE	PRINT NAME & TITLE	DATE

OWNER ("WE", "US", "OUR")

Capital Business Systems Inc.			
OWNER	SIGNATURE	PRINT NAME & TITLE	DATE
3001 East Pershing Blvd Ste 100, Cheyenne, WY 82001			

CERTIFICATE OF DELIVERY AND ACCEPTANCE

The Customer hereby certifies that all the Equipment: 1) has been received, installed, and inspected, and 2) is fully operational and unconditionally accepted.

SIGNATURE: X	NAME AND TITLE:	DATE:
014364-P02ImagingM(Consolidated)_0217-2		



Installation & Integration Agreement

Customer Information:

Customer Name: City of Fruita Police Department	
Street Address: 157 South Mesa	City, State, & Zip: Fruita, CO 81521
Contact Name: Paula Rajewich	Phone: (970) 858-3008
Email: prajewich@fruita.org	

Software/Services:

Product # CANON imageRUNNER ADVANCE DX C3926i	Serial #
Product # CANON imageRUNNER ADVANCE DX C3926i	Serial #
FUNCTION	
<input checked="" type="checkbox"/> Print	<input checked="" type="checkbox"/> Email
<input type="checkbox"/> Folder	
NUMBER OF USERS	
10	
PRICE TO CLIENT	

Separate scope of work document prepared.

This includes all labor on above-listed product/software installation and integration only.

Additional Instructions:

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I. CONDITIONS

A. Customer shall ensure that all of its computer system files and data is adequately duplicated and backed up to your satisfaction prior to Capital beginning integration. Capital will not be responsible for Customers failure to do so, or for the cost of reconstruction of files and data lost during the performance of services.

II. LIMITATIONS

- A. Hardware & software support other than those items listed on this or another support agreement;
- B. Backup or restores
- C. Liability for delay or failure to furnish services if such delay is caused by an act of God, strike, government action, or any cause beyond reasonable control of Capital Business Systems, Inc.

III. DISCLAIMER OF LIABILITY AND WARRANTY

- A. **Except as specifically provided herein; there are no other warranties expressed or implied, including, but not limited to, warranties of merchantability and fitness for a particular purpose.**
- B. In no event shall Capital Business Systems, Inc. be liable for any damages resulting from loss of data, loss of profits, loss of use of products or Equipment, or for any incidental or consequential damages, even if advised of the possibility of such damages. Customer's right to recover damages caused by Capital's fault or negligence shall be limited to moneys actually paid by Customer for the services involved. This limitation of liability shall apply regardless of the form of action, whether in contract or tort including negligence. Any action brought against Capital Business Systems, Inc. must be brought within three (3) months of the alleged act or omission in giving rise to damages.

IV. GENERAL

- A. The terms and conditions of this agreement prevail over the terms and conditions of any order submitted by the Customers for services under this agreement.
- B. The terms and provisions of this agreement shall not be amended or modified without specific provisions to do so. By signing this agreement, Capital Business Systems, Inc. and Customer acknowledge they have read, understand, and agree to be bound by its terms and conditions. Further which, the parties agree that it is their complete statement of agreement between them, superseding all others, oral or written, relating to the subject matter of this agreement.

Signatures:

Customer:	Capital Business Systems, Inc.:
Title: City Manager	Title:
Date:	Date:



Contract Acknowledgement in lieu of Purchase Order

I, Michael Bennett, as an authorized agent of City of Fruita am making
(Purchasing Agent Name) (Agency Name)

the attached *purchase / lease / rental* as specified in agreement NASPO #140595 under the
(Purchase Agreement Number)

terms and conditions of State/Association Contract Number Colorado PA 160002
(State/Association Contract Number)

[Redacted Signature]
Signature

City Manager
Title

[Redacted Date]
Date