



SHELLY SUMPTER
Muskogee County Treasurer

Sarah Hernandez
1st Deputy

Jessica Smith
Office Manager/
Tax Supervisor

Tax Deputies
Sheila Dause
Tammy East
Brenda Fullwood
Montana Leal
Laura Stewart
Jaclyn Watson

Bookkeeping Deputies
Jessica Duerson
Lacy Rosson

March 1, 2022

Allen Roane
Preferred Business Solutions
5334 E. 46th Street
Tulsa, OK 74135

In re: Cancelling Contract

Dear Allen,

I am writing this letter to confirm our conversation in which we cancelled our contract on March 1, 2022 at 9:02 a.m. Unfortunately, the products we ordered in July 2021, never came in and the products provided in the interim just weren't sufficient. Thank you for your time and attention to this matter.

11 day of May 2022
Chairman [Signature]
Member [Signature]
Member [Signature]
Attest [Signature]
County Clerk

Sincerely,

[Signature]

Jessica Bell-Smith
Office Manager/Tax Supervisor
Muskogee County Treasurer's Office
400 West Broadway
Muskogee, OK 74401
Jessica.smith@muskogeetreasurer.org

Phone: 918.682.0811



PO Box 1587
Muskogee, Oklahoma 74402

Fax: 918.682.8907

Dear Customer, We've written this Cost Per Copy Lease Agreement (this "Agreement") in simple and easy-to-read language because we want you to understand its terms. Please read your Agreement carefully and feel free to ask us any questions you may have about it. We use the words you and your to mean the Customer. The words we, us and our refer to the Owner indicated below. Agreement # _____

Customer Name Muskogee County Treasurer		Address 400 West Broadway	
City Muskogee	County Muskogee	State OK	Zip 74401
Supplier Name Preferred Business Systems		Address 5334 E. 46th street	
City Tulsa	County Tulsa	State OK	Zip 74135
Owner/Lessor Name Dotcom Leasing LLC		Address 5334 E. 46th Street	
City Tulsa	State OK	Zip 74135	Attention Darlene Wolfenbarger

Provision of Equipment. We agree to provide to you the equipment listed below (the "Equipment"). You promise to pay us the Minimum Monthly Usage Payment and Lease Overages according to the payment schedule shown below.

Quantity	Manufacturer & Model	Quantity	Manufacturer & Model	Serial #
3	Lexmark M1246	2	Lexmark XC4240	
1	Lexmark M3250			
2	Lexmark XC2235			
1	Lexmark XC6153			

Equipment to be new unless otherwise noted as: used reconditioned

Equipment location, if other than customer's address above.

Address	City	County	State	Zip
---------	------	--------	-------	-----

2. Term, payment schedule and per copy charges.

Term [Months]	Base Cost [Per Copy Charge]	Number of Copies/Prints [Minimum Monthly]		Minimum Monthly Usage Payment	Overage Copy/Print Charge		Overage Payment Frequency
		B/W	Color		B/W	Color	
60	PMP	B/W	12,000	\$865.00	B/W	\$0.0200	[x] Quarterly
		Color	3,000		Color	\$0.0950	

Initial Payment Amount: When you sign this agreement you agree to pay us: (a) Documentation Fee of \$100.00 plus (b) \$0.00

as a Security Deposit (1 month payment as security and 1 month payment \$865.00 in advance) for a total Advance Payment of

\$865.00 plus applicable taxes. plus applicable taxes. Lease is subject to the signed non-appropriations agreement every 12 months for the full term of agreement

Minimum Monthly Lease Usage Payments are due monthly in advance beginning on the date we accept this Agreement and continuing on the same day of each month thereafter throughout the Term of this Agreement. Payments will be applied first to past due balances, taxes, and late charges, and then to the current amount due. You agree the Minimum Monthly Lease Usage Payment and Lease Overage Copy Charge do not include any taxes that may apply, and that you shall be responsible for paying such taxes as more fully set forth in this Agreement. You agree to pay the Minimum Monthly Usage Payment each month even if you use less than the Minimum Monthly Number of Copies. In addition, you are responsible for each copy made in excess of the Minimum Monthly Number of Copies at the Lease Overage Copy Charge set forth above. You agree to all the terms and conditions shown above and on the reverse side of this Agreement, that those terms and conditions are a complete and exclusive statement of our agreement, and that they may be modified only by written agreement signed by both parties, and not by course of dealing or course of performance. You agree that this Agreement cannot be terminated except as provided for in this Agreement. You agree, represent and warrant that the Equipment will not be used for personal, family or household purposes, and, if applicable, that you are incorporated or organized in the state set forth above. You acknowledge receipt of a copy of this Agreement. We have no obligation to you until we accept this Agreement by signing below.

Accepted on date: _____
Preferred Business Systems

This Agreement is non-cancelable.

Dated: 10/18/21

Owner/Lessor

Muskogee County Treasurer
(Customer/Lessee-Legal name of corporation, partnership, LLC or business)
Shelly Sumpter
by: (Agreement must be signed by an authorized corporate officer, partner, managing member, or proprietor)

Shelly Sumpter
Print Name
Treasurer
Print Title

Guaranty
In the guaranty, I means the person making the guaranty, and you means the Owner Indicated above. I guarantee that the Customer will make all payments and pay all the other charges required under this usage agreement when they are due and will perform all other obligations under the Agreement full and promptly. I also agree that Dotcom and/or Preferred Business Systems, may make other arrangements with the Customer and I will still be responsible for those payments and other obligations. You do not have to notify me if the Customer is in default. If the Customer defaults, I will immediately pay in accordance with the default provisions of the Agreement all sums due under the original terms of the Agreement and I will perform all other obligations of Customer under the Agreement. I will reimburse you for all the expenses you incur in enforcing any of your rights against the Customer or me, including attorney's fees, if this is a corporate guaranty, it is authorized by the Board of Directors of the guaranteeing corporation.

Date: _____

Date: _____

Corporate Guaranty
Name of Corporation

Personal Guaranty

Signature
Title

Guarantor's Signature
Type or Print Name
Address

1. **Payment:** You agree to make payment either in person or by mail. Endorsements on checks you send to us will not reduce your obligations to us. Whenever any payment is not made when due, you agree to pay as, within one month, [REDACTED] or \$35.00 for each delayed payment to cover our Internal operating expenses arising as a result of each delayed payment, but only to the extent permitted by law. You agree to pay a charge of \$35 for each check returned for non-sufficient funds or other reasons.
2. **Automatic Renewal:** The renewal period will be on a 12 month basis. 30 day written notice is required, informing us that you do not want the contract renewed. If you elect to return the Equipment at the expiration of the Term or any renewal term as described above, you agree to return the Equipment in accordance with Section 9 of this Agreement. [REDACTED]
3. **Ownership of Equipment:** Article 2A Finance Lease; Security interest: We are the owner of the Equipment and have title to the Equipment. YOU agree this Agreement constitutes a Finance Lease under Article 2A of the Uniform Commercial Code and, to the extent permitted by applicable law, you hereby waive any and all rights and remedies conferred upon you under Sections 2A-303 and 2A-508 through 522 of the Uniform Commercial Code. In the event it is determined that this Agreement creates a security Interest, you hereby grant to us a security interest in the Equipment.
4. **Maintenance and Supplies:** The charges established by this Agreement include payment for the use of the designed equipment and accessories, supplies, copies and maintenance per the terms of this Agreement except staples and paper. You will not withhold payment of any amounts due or otherwise default under this Agreement by reason of any claim that we or the supplier have failed to honor the obligations hereunder,
5. **Warranties:** We transfer to you for the Term and any renewal terms of this Agreement all warranties, if any, made by the supplier and/or manufacturer of the Equipment to us. We are not liable to you for any modification or rescission of any supplier or manufacturer warranties. You agree to continue making payments to us under this Agreement regardless of any claims you may have against the supplier or manufacturer of the Equipment. **WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, WITH REGARD TO THE EQUIPMENT, AND HEREBY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.**
6. **Location of Equipment:** You will keep and use the Equipment only at your address shown above. You agree that the Equipment will not be removed from that address unless you get our written permission in advance to move it.
7. **Return of Equipment:** [REDACTED]
8. **Loss; Damage; Insurance:** You are responsible for and accept the risk of loss or damage to the Equipment. You agree to keep the Equipment insured against all risks of loss in an amount at least equal to the replacement cost throughout the Term and any renewal terms of this Agreement. You will also carry public liability insurance with respect to the Equipment and the use thereof. You will list us as an additional insured and as loss payee, and give us written proof of this Insurance prior to the commencement of the Term. **IF YOU DO NOT GIVE US PROOF OF PHYSICAL DAMAGE INSURANCE AS SET FORTH ABOVE, WE MAY (BUT WILL NOT BE OBLIGATED TO) OBTAIN OTHER PHYSICAL DAMAGE INSURANCE AND CHARGE YOU A FEE FOR IT, OR WE MAY CHARGE YOU A MONTHLY CHARGE EQUAL TO 0.25% OF THE ORIGINAL EQUIPMENT COST DUE TO THE INCREASED CREDIT RISK TO US AS WELL AS TO COVER OUR INCREASED INTERNAL OVERHEAD COSTS OF REQUESTING PROOF OF PHYSICAL DAMAGE INSURANCE FROM YOU.**
9. **Taxes and Fees:** You agree to pay when due all sales and use taxes, personal property taxes and all other taxes and charges, license and registration fees, relating to the ownership, leasing, rental, sale, purchase, possession or use of the Equipment as billed by us. You agree to pay us any estimated taxes when we request payment you agree that if we pay any taxes or charges on your behalf in excess of the estimated taxes previously collected, you shall reimburse us for all such payments and shall pay us a late charge on such payments if applicable with the next payment. You agree, and we have the right to (a) bill monthly or annually the estimated applicable personal property taxes and (b) bill any remaining estimated amount due upon assessment of such taxes.
10. **Assignment:** YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASES THE EQUIPMENT OR THIS AGREEMENT. We may sell, assign, or transfer, in whole or in part, this Agreement and/or any of the Equipment. You agree that if we sell, assign, or transfer this Agreement and/or any of the Equipment, the new owner will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the rights of the new owner will not be subject to any claims, defenses, onset offs that you may have against us.
11. **Default:** If you do not pay according to the terms of this Agreement, or if you break any promises in this Agreement, you will be in default. If you default, we may do one or more of the following; (a) Require that you pay the remaining and any past due Minimum Monthly Usage Payments plus the residual value we have placed on the Equipment, plus all taxes, fees and other charges you owe us, (b) Require that you return the Equipment in accordance with Section 9 of This Agreement, (c) Exercise any other rights and seek any other remedies available to us under the Uniform Commercial Code or any other law, and/or (d) Require that you pay our reasonable attorney fees, recovery fees and actual Costs. **THIS AGREEMENT IS GOVERNED BY OKLAHOMA LAW. THE PARTIES AGREE THAT ANY LEGAL ACTIONS RELATING TO THIS AGREEMENT MUST BE INSTITUTED IN THE COURTS OF MUSKOGEE COUNTY, OKLAHOMA.** [REDACTED]
12. **Overage Copy Charges:** You will be responsible for all copies made in excess of the Minimum Monthly Number of Copies. The amount due will be equal to the Overage Copy Charge times the number of copies made in excess of the Minimum Monthly Number of Copies, You agree to comply with any billing procedures as outlined herein, including notifying us of the motor reading at the end of each billing period.
13. **Cost Adjustments:** At the end of the first year of this Agreement and once during each successive twelve month period, we may increase the Base Cost Per Copy Charge by no more than 15% of the then current Base Cost Per Copy Charge.
14. **Facsimile Signatures:** You agree that a facsimile copy of this Agreement bearing authorized signatures may be treated as an original.

Customer's Initials

SS

Guarantor's Initial's



16 day of Oct 2021
Chairman Ketiahly Nag
Member _____
Member Kempu Pau
Attest: Peey Dunge
County Clerk

Non-Appropriation of Funds addendum

Addendum to equipment lease agreement number _____ ("Lease"), by and between as lessee ("lessee") Muskogee County Treasurer and Preferred Business Systems LLC as lessor (Lessor).

Notwithstanding anything in the lease to the company, in the event the Lessee is not granted an appropriation for funds for equipment which will perform services and function which in whole or in part are essentially in the same services and functions for which the equipment was leased (if such appropriation is specifically required to pay the lease payment herein); and operating funds are not otherwise available to the lessee to pay the lease payments; and there is no other legal procedure by which payment can be made to lessor, and the non-appropriation of funds did not result from any act or failure to act on the part of the lessee, lessee shall have the right to return the equipment to lessor (at lessee's expense, to destination lessor directs, in good working condition less normal wear and tear); and terminate this lease by a notice to such effect served no less than 30 days to the end of the lessees' fiscal year.

Lessee agrees and stipulates that reproduction of this Non-Appropriation of funds addendum by means of reliable electronic form (by photocopy, facsimile, or otherwise) shall be admissible in evidence as the original itself in any judicial or administrative proceeding (whether or not the original is in existence and whether or not the reproduction was made by the lessor in the regular course of business, and than an executed copy of this Non-Appropriation of Funds addendum bearing lessee's signature (either an original manor signature or such signature reproduced by means of a reliable electron form, such as photocopy or facsimile), shall be marked "Original" and shall constitute the only original document and be binding upon lessee for all effective purposes.

ACKNOWLEDGED AND AGREED UPON;

Muskogee County Treasurer

By Shelly Sumpter
Name Shelly Sumpter
Title Treasurer
Date 10.18.21

Preferred Business Systems LLC

By Allen Rodan
Name Allen Rodan
Title DIRECTOR
Date 9/13/21



18 day of OCT 2021
Chairman Keith Sully
Member Samuel Poir
Member _____
Attest Rey Murre
County Clerk