

**Attachment B to Addendum 1 to STATE OF OKLAHOMA CONTRACT WITH Standley Systems, LLC RESULTING FROM STATEWIDE CONTRACT NO. 1013**

The Lease Agreement is hereby amended as set forth below and supersedes all prior documents submitted by Standley Systems, LLC or discussed by the parties. The parties agree to use this Lease Agreement or a document substantially similar in form. This Lease Agreement is a Contract Document stemming from Oklahoma State Contract 1013 ("SW1013").



**Equipment Rental Agreement**

APPLICATION NO.

CONTRACT NO.

Standley Systems LLC | 528 Iowa Avenue | PO Box 460 | Chickasha, OK 73023 | Phone: 405-224-0819

The words "you" and "your" refer to the customer. The words "Owner," "we," "us" and "our" refer to Standley Systems LLC.

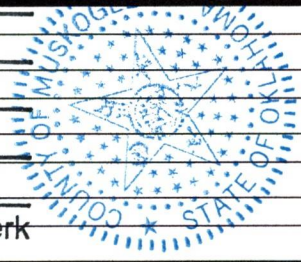
**CUSTOMER INFORMATION**

FULL LEGAL NAME: Muskogee County Health Department Chairman [Signature]

BILLING ADDRESS: 530 S 34TH ST, Muskogee Ok Member [Signature]

FEDERAL TAX I.D. #: \_\_\_\_\_ Member [Signature]

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE): \_\_\_\_\_ Attest [Signature] County Clerk



NAME OF PRINCIPAL: \_\_\_\_\_ PERCENTAGE OWNERSHIP OF BUSINESS

%

**EQUIPMENT DESCRIPTION AND PAYMENT TERMS**

SEE ATTACHED SCHEDULE

QUANTITY	MAKE, MODEL NUMBER, ACCESSORIES AND SERIAL NUMBER	NOT FINANCED UNDER THIS AGREEMENT	MONTHLY IMAGE ALLOWANCE		EXCESS PER IMAGE CHARGE (PLUS TAX)	
			MONO	COLOR	MONO	COLOR
1	Savin IM350	<input type="checkbox"/>			.0135	
1	Savin IM350	<input type="checkbox"/>			.0135	
1	Savin IM350	<input type="checkbox"/>			.0135	
1	Savin IM350	<input type="checkbox"/>			.0135	
1	Savin IM350	<input type="checkbox"/>			.0135	
1	Savin IM350	<input type="checkbox"/>			.0135	
1	Savin IMC6000	<input type="checkbox"/>			.007	.045
		<input type="checkbox"/>				
		<input type="checkbox"/>				
		<input type="checkbox"/>				

TOTAL CONSOLIDATED MONTHLY IMAGE ALLOWANCE AND EXCESS PER IMAGE CHARGES (IF CONSOLIDATED)

METER OVERAGE FREQUENCY\*\*:  MONTHLY  QUARTERLY  SEMI-ANNUALLY  ANNUALLY

\*\*IF NONE OF THE BOXES HAVE BEEN CHECKED, FREQUENCY SHALL DEFAULT TO "MONTHLY"

LEASE TERM IN MONTHS: 60 MONTHLY BASE PAYMENT AMOUNT\*: \$475.13 (\*PLUS TAX)

**CONTRACT**

*The Customer understands and agrees that execution of this Agreement obligates the Customer to a multiple year lease obligation, subject to the non-appropriation clause of the state contract.*

**CUSTOMER'S AUTHORIZED SIGNATURE**

BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS TWO-PAGE AGREEMENT. THIS AGREEMENT IS BINDING UPON OUR ACCEPTANCE HEREOF.

(As Stated Above) X [Signature] Regional Director

DATED CUSTOMER SIGNATURE TITLE

**OWNER ACCEPTANCE**

Standley Systems LLC [Signature] State Government Specialist

DATED OWNER SIGNATURE TITLE

## ADDITIONAL TERMS AND CONDITIONS

**AGREEMENT.** You want us to now provide you the equipment and/or software referenced herein, excluding equipment marked as not financed under this Agreement ("Equipment") and you agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement is binding upon our acceptance hereof and will begin on the date the Equipment is delivered. If any amount payable to us is past 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. **IMAGE CHARGES AND OVERAGES.** You are entitled to make the total number of images shown under the Image Allowances each period during the term of this Agreement. Regardless of the number of images made in any period, you will never pay less than the Base Payment Amount. You agree to allow us to install a Data Collection Agent ("DCA") to facilitate the processing of meter readings. If a DCA is not installed or is disabled, you will provide us by telephone, email or facsimile with the actual meter readings when we so request. If we request you to provide us with meter readings and you fail to do so within seven business days of our request, then we may estimate the number of images made and invoice you accordingly. If three consecutive requests for actual meter readings go unanswered, a technician shall be dispatched to the Equipment to gather the meter readings and a charge of \$25.00 per device will be assessed to you. No retroactive adjustments will be made to the estimated meter readings. You agree that the Base Payment Amount and the Excess Image charges may be proportionately increased at any time if our estimated average page coverage is exceeded. s.

**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. You agree that you will not take the Equipment out of service and have a third party pay (or provide funds to pay) the amounts due hereunder. You will comply with all laws, ordinances, regulations, requirements and rules relating to the use and operation of the Equipment.

**SERVICES/SUPPLIES.** If we have entered into a separate arrangement with you for maintenance, service, supplies, etc. with respect to the Equipment, payments under this 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 any software referenced above 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 or the obligations of you or the licensor under any license agreement. 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 this Agreement without our written consent. We may sell or assign this Agreement and our rights in the Equipment, in whole or in part, to a third party. You agree that if we do so, our assignee will have our assigned rights under this Agreement but none of our obligations and will not be subject to any claim, defense, or set-off that may be assertible against us or anyone else.

**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 hereunder. Without waiving the doctrines of sovereign immunity and immunity from suit, and to the extent permitted by the laws and Constitution of the State of Oklahoma 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 or data stored on it. In no event will we be liable for any consequential or indirect damages.

**INSURANCE.** If we secure insurance on the Equipment, we will name you as an additional 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. 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 this Agreement, plus our booked residual, both discounted at 3% per annum.

**TAXES.** We own the Equipment. You will pay when due, either directly or by reimbursing us, all applicable taxes and fees relating to the Equipment and this Agreement.

**END OF TERM.** At the end of the term of this Agreement (the "End Date"), you will timely return the Equipment, to the location mutually agreed upon by the parties. If, through no fault of our own, the returned Equipment is not immediately available for use by another without need of repair, you will reimburse us for reasonable repair costs not due to normal wear and tear. You cannot pay off this Agreement or return the Equipment prior to the End Date without our consent. **DEFAULT/REMEDIES.** If a payment becomes 45 days past due, or if you otherwise breach this Agreement, 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) by notice to Customer and to the extent permitted by law, all remaining payments for the unexpired term, plus our booked residual, discounted at 3% per annum; and we may disable or repossess the Equipment and use all other legal remedies available to us. **UCC.** If we assign rights in this Agreement for financing purposes, you agree that this Agreement, in the hands of our assignee, is, or shall be treated as, a "Finance Lease" as that term is defined in Article 2A 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.

**MISCELLANEOUS.** This 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. Any fees and amounts payable under this Agreement may include a profit to us. The parties agree that the original hereof for enforcement and perfection purposes, and the sole "record" constituting "chattel paper" under the UCC, is the paper copy hereof bearing (i) the original or a copy of either your manual signature or an electronically applied indication of your intent to enter into this Agreement, and (ii) our original manual signature. If a court finds any provision of this Agreement unenforceable, the remaining terms of this Agreement shall remain in effect. With notice customer, you authorize us to either insert or correct the Agreement number, serial numbers, model numbers. All other modifications to the Agreement must be in writing signed by each party.

## APPLICABLE TO GOVERNMENTAL ENTITIES ONLY

You hereby represent and warrant to us that as of the date of the Agreement and to the best of your knowledge: (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, unexhausted, 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 mutually agreed upon), provided that at least fifteen (15) 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. 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.

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