

EQUIPMENT LEASE AGREEMENT

Dotcom Leasing LLC

5334 E. 46th Street, Tulsa, OK 74135

This is an Equipment Lease Agreement ("Lease"). Please read it carefully. It contains important terms and conditions.

Lessor ("we," "us" and "our"): **Dotcom Leasing LLC** **Lessee** ("you" and "your") **Muskogee County Assessor**
 Exact Legal Name: DBA (if applicable): **Muskogee County Assessor**
 Federal Tax ID: _____ Billing Address: **400 W. Broadway Street, #2, Muskogee OK 74401**
 Billing Contact: **Ronald Dean** Phone **(918) 682-8781** Fax _____
 Equipment Address (if different from Billing Address) **Same**

Equipment Supplier ("Supplier") **Preferred Business Systems LLC 5334 E. 46th St, Tulsa, OK 74135** Phone No. **(918)252-2199**

Equipment Description (Attach separate addendum if necessary) ("Equipment"---includes attachments)

<u>Quantity</u>	<u>Make/Model</u>	<u>Serial Number</u>	<u>Quantity</u>	<u>Make/Model</u>	<u>Serial Number</u>
1	Sharp MX-M5070				
1	Sharp MX-4051				

Initial Lease Term 60 Months starting on the date of install. Payment Frequency 1 Monthly
Number and Amount of Lease Payments: No. of Payments 60 Monthly Payment Amount **\$230.00**
(Lease is subject to an annual 12 month renewal tied to the attached non-appropriations agreement)
 (Plus Applicable Taxes) If you are tax exempt you must furnish us with **evidence of that exemption** satisfactory to us. **Initial Payment Amount** When you sign this Lease you agree to pay us: \$100 Documentation Fee
 a) **\$ 230.00 or the first month lease payment plus b) \$ -0-** as a Security Deposit for a total Advance Lease Payment(s) to = **\$ 330.00** + Applicable Taxes (make check payable to Dotcom Leasing LLC)
 End of Lease Purchase Option: XX Fair Market Value ("FMV") _____ Purchase Option **\$1.00.**

TERMS AND CONDITIONS: This is a net lease that cannot be cancelled or terminated by you and your obligation to make all payments required under this Lease is unconditional and absolute and you cannot withhold, set off or reduce such payments for any reason. The laws of Oklahoma govern this Lease (without reference to conflict of law principles). You and we consent to exclusive jurisdiction of the State District Court in Tulsa County, State of Oklahoma and you agree that such jurisdiction will be exclusive with respect to any action brought by you against us. You and we waive any rights to a trial by jury. You acknowledge that you choose to lease the Equipment rather than purchase it for the Lease Package Cost. (Continued on reverse side)

Authorized Lessee Signature: **THIS AGREEMENT IS NON-CANCELABLE**

Lessee ~~RON~~ RON DEAN

Print Signer's Name Ronald Dean

Print Title MUSKOGEE County Assessor

Date 12/9/19

26th day of June 2023
 Chairman Kenneth Taylor
 Member _____
 Member Bill [Signature]
 Attest Peggy [Signature] County Clerk



Non-Appropriation of Funds addendum

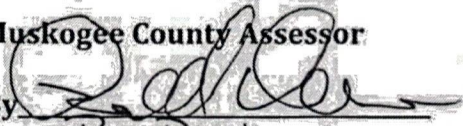
Addendum to Dotcom equipment lease agreement ("Lease"), by and between as lessee ("lessee") Muskogee County Assessor and Dotcom Lease LLC as lessor (Lessor).

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 Assessor

By 
Name RON DEAN
Title Muskogee County Assessor
Date 12-9-19

Dotcom Leasing LLC

By _____
Name _____
Title _____
Date _____



ANNUAL MAINTENANCE AGREEMENT - COPIER / PRINTER

Monthly Billing

7633 E. 63 Pl.
Tulsa, OK 74133
PHONE: 918-252-2199
FAX: 918-252-3322

CUSTOMER: Muskogee County Assessor
ADDRESS: 400 W Broadway #210
CITY / STATE / ZIP: Muskogee OK 74401

PHONE: 918-682-8781
DATE: 6/22/2023
Meter read Email:

Overages Billed (circle one): Monthly Quarterly Annually

The Customer agrees to pay Preferred Business Systems \$54.00 in advance for this Maintenance Agreement which includes the listed services for a MAXIMUM of 2,500 B&W and 500 COLOR copies / prints per month. Customer further agrees to pay PBS \$0.0101 for each B&W overage copy/print produced and \$0.0799 for each COLOR copy/print produced over the selected maximum copy/print monthly allowance. Excess copy charges, if any, will be invoiced on a monthly basis following the use of the allowed copies, or at PBS option may be invoiced at the expiration of this agreement. The Customer agrees to have an authorized representative each month sign, date, and submit to PBS an MFP usage meter card with the accurate meter reading. The initial term of this agreement is for 12 months starting with the below listed date. All invoices are to be paid within 10 days of receipt. This is agreement is nontransferable, noncancellable, or nonrefundable, except as outlined on reverse side.

EQUIPMENT COVERED		
Make	Model	Serial #
Sharp	MX-4051	P1657
Sharp	MX-M5070	P1616

CUSTOMER TO PRODUCE NORMAL COPIES EXCEPT THOSE SUPPLY ITEMS LISTED BELOW AS EXCLUDED. Unless excluded, paper provided includes white 8½ x 11 only. Toner/Developer included is Black and Color. Supply items wasted, lost, or damaged by Customer will be invoiced to the Customer by Preferred Business Systems. All supply items provided to Customer belong to Preferred Business until used and paid for by Customer. Preferred Business systems reserves the right to monitor and limit supply inventory levels. All supply items are subject to delivery charges.

THE SUPPLY ITEMS EXCLUDED FROM THIS AGREEMENT ARE:

- 1 Paper _____ 4 _____
- 2 Staples _____ 5 _____
- 3 Abuse _____ 6 _____

NUMBER OF ITEMS EXCLUDED: 3
(Indicate "NONE" if no supplies are excluded.)

The Customer understands that this agreement is offered by PBS as a service and that the supply items provided and services rendered by PBS could be purchased individually from PBS or others, however, the Customer has elected to purchase this MAINTENANCE AGREEMENT from PBS according to the terms and conditions explained herein. Customer understands that the above MAINTENANCE AGREEMENT rates are for the first 12 months of this agreement only. This agreement shall be automatically renewed at the then current rates following the first year.

BY: _____

TITLE: _____

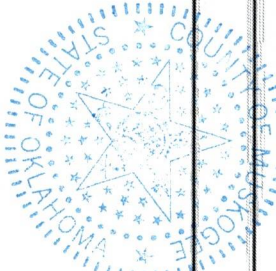
BY: _____

TITLE: _____

DATE: _____

DATE: 7th day of June 20 23

Chairman _____
 Member _____
 Member _____
 Attest: _____
 County Clerk



SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS

CUSTOMER AGREED TERMS AND RESPONSIBILITIES

1. The Customer agrees to provide an adequate and properly grounded electrical power outlet(s) for the equipment. (See power requirement specifications)
2. The Customer agrees to provide a trainable and certified in performing designated key operator functions as outlined in the Operator Manual or Key Operator Guide.
3. The Customer agrees to maintain and/or purchase an inventory of all supply items required by the equipment covered by this agreement and/or agree to purchase any items from PREFERRED BUSINESS SYSTEMS as may be needed by the PREFERRED BUSINESS SYSTEMS Service technician to perform proper maintenance. Customer further agrees to pay all invoices in accordance with PREFERRED BUSINESS SYSTEMS payment terms.
4. The customer agrees not to move the equipment from its original installation location without the expressed written consent of PREFERRED BUSINESS SYSTEMS.
5. This agreement becomes effective upon acceptance by PREFERRED BUSINESS SYSTEMS and/or receipt of full payment from the Customer and shall continue in effect for the initial term subject to its terms and conditions. This agreement shall be automatically renewed and is subject to receipt of full payment from the Customer unless canceled by written notice by either party at least 30 days prior to the expiration of initial term or each subsequent renewal.

SERVICE PROVIDED BY PREFERRED BUSINESS SYSTEMS

1. PREFERRED BUSINESS SYSTEMS agrees to provide fast, competent service and to maintain the equipment listed during normal business hours Monday through Friday. This service shall continue throughout the term of this agreement and all renewal terms offered by PREFERRED BUSINESS SYSTEMS or until the Customer terminates coverage by written notice 30 days prior to the renewal date. PREFERRED BUSINESS SYSTEMS reserves the right to terminate this agreement or otherwise withhold service and/or supplies for non-payment of any past due invoices.
2. PREFERRED BUSINESS SYSTEMS shall provide all service labor, and mileage to correct any normal malfunction of the equipment in the Customers office. PREFERRED BUSINESS SYSTEMS agrees to provide periodic inspections to the equipment as recommended by the manufacturer.
3. PREFERRED BUSINESS SYSTEMS shall install all supply items which are included in this agreement except for paper, toner and fuser oil. This agreement does not include the installation of any supply item which is excluded from this agreement. (See "SUPPLIES TO BE PROVIDED BY

4. PREFERRED BUSINESS SYSTEMS shall provide without charge all parts and/or supplies, except those items excluded, deemed necessary to maintain the equipment in normal operating condition, less normal wear, so long as the listed equipment remains in PREFERRED BUSINESS SYSTEMS service territory. This agreement does not include major rebuilding, reconditioning, refurbishment which results from normal wear. This agreement does not cover the repair of damages caused by fire, water, forces of nature, abuse, or use of supplies or materials found defective, inferior in quality and/or not recommended for use by the manufacturer of the equipment. All supply items provided in the agreement by PREFERRED BUSINESS SYSTEMS shall be warranted to be of the highest quality. All supply items purchased from PREFERRED BUSINESS SYSTEMS shall be warranted on a prorated basis of the time and/or usage to provide minimum yield standards as listed by the manufacturer reference charts or other published yield data used by PREFERRED BUSINESS SYSTEMS.
5. PREFERRED BUSINESS SYSTEMS shall provide a loaner copier should Customers equipment require to be taken into the shop for repairs. Copies produced on a loaner copier shall be considered as produced on Customer's equipment and shall be included in the total copies produced. No credit shall be given by PREFERRED BUSINESS SYSTEMS for unacceptable copies.
6. PREFERRED BUSINESS SYSTEMS will not be liable for any loss or delay from caused beyond PREFERRED BUSINESS SYSTEMS reasonable control.
7. This Agreement (consisting of both sides of this page) constitutes the entire agreement between the Customer and PREFERRED BUSINESS SYSTEMS with respect to PREFERRED BUSINESS SYSTEMS service. The provision hereof shall be deemed to accurately represent the intent of the parties, notwithstanding any variance with the terms and conditions of any order submitted by the Customer in respect to PREFERRED BUSINESS SYSTEMS service.