

EQUIPMENT LEASE AGREEMENT

Dotcom Leasing LLC

7633 E. 63 Pl. #110, Tulsa, OK 74133

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 Sheriff's Office
Exact Legal Name: DBA (if applicable): Muskogee Sheriff's Office
Billing Address: 220 State Street Muskogee Ok 74401
Billing Contact: Kimber Main Phone: 918-687-0202
Federal Tax ID: Fax:

Equip Address (if different from Billing Address):

Equipment Supplier ("Supplier") Preferred Business Systems LLC, 7633 E. 63 Pl. #110, Tulsa OK 74133 Phone No. (918)252-2199

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

Quantity	Make/Model	Serial Number	Quantity	Make/Model	Serial Number
2	Sharp MX-B376WH				

Initial Lease Term 60 Months starting on the date of install. Payment Frequency: 1 Monthly

Number & Amount of Lease Payments: No. of Payments 60 Monthly Payment Amount \$96.92 plus 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 plus:

a) \$ 96.92 the first month lease payment plus b) \$ 96.92 as a Security Deposit for a total

Advance Lease Payment(s) of = \$ 196.92 + Applicable Taxes (make check payable to Dotcom Leasing LLC)

End of Lease Purchase Option: Fair Market Value ("FMV") YES Purchase Option \$1 B/O

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



Signature

Print Signer's Name

ANDY SIMMONS

Print Title

SHERIFF

Date

4/3/23

Personal Guaranty: Please read this personal guaranty ("Guaranty") carefully. It contains important terms and conditions. As used in this Guaranty, the word "Undersigned" means the Personal Guarantor(s) identified below, the word "lease" means the lease identified above, the word "lessor" means Dotcom Leasing LLC and the word "Lessee" means the lessee identified above.

To induce Lessor to enter into the Lease, the Undersigned (jointly and severally if more than one) irrevocably and unconditionally guarantees to Lessor (and its successors and assigns) the prompt payment and performance when due of all of Lessee's obligations under the Lease. Lessor will not have to proceed against the Lessee or the equipment subject to the Lease or enforce any other remedy before proceeding against the Undersigned. The Undersigned agrees to pay to Lessor all attorneys' fees and expenses incurred by Lessor by reason of any failure of the Lessee to perform its obligations under the Lease and/or incurred by Lessor to enforce its rights under this Guaranty. The Undersigned understands that this is a guaranty of payment, not a guaranty of collection and that the Undersigned's obligations are absolute and continuing and will not be affected by any extension, renewal or other modifications of the Lease or by any discharge or release of the Lessee's obligations. The Undersigned waives all demands, presentments and notices of every kind of 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. If the Lessee defaults under the Lease, the Undersigned will immediately perform all obligations of the Lessee under the Lease, including without limitation, paying all amounts due. The Undersigned authorizes Lessor to obtain credit bureau reports and make such other credit inquiries, as Lessor may deem necessary. THE LAWS OF OKLAHOMA GOVERN THIS GUARANTY (WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES). THE UNDERSIGNED CONSENTS TO EXCLUSIVE JURISDICTION OF DISTRICT COURT OF OKLAHOMA, TULSA COUNTY AND WAIVES ANY RIGHT TO A TRIAL BY JURY

Personal Guarantor

Print Name

Address

Phone

Social Security Number

Personal Guarantor

Print Name

Address

Phone

Social Security Number



3rd day of April 2023
Chairman [Signature]
Member [Signature]
Member [Signature]
Attest [Signature]
County Clerk



ANNUAL MAINTENANCE AGREEMENT - COPIER / PRINTER Monthly Billing

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

CUSTOMER: Muskogee Sheriff's Office
ADDRESS: 220 State Street
CITY / STATE / ZIP: Muskogee OK 74401

PHONE: 918-687-0202
DATE: 3/2/2023
Meter read Email:

Overages Billed (circle One): Monthly Quarterly Annually

The Customer agrees to pay Preferred Business Systems \$0.00 in advance for this Maintenance Agreement which includes the listed services or a MAXIMUM of 0 B&W and 0 COLOR copies / prints per month. Customer further agrees to pay PBS \$0.0086 for each B&W average copy/print produced and \$0.0000 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. This is agreement is nontransferable, noncancellable, or nonrefundable, except as outlined on reverse side. All invoices are to be paid within 10 days of receipt.

EQUIPMENT COVERED

Make	Model	Serial #	ID #
Sharp	MX-B376WH		
Sharp	MX-B376WH		

CUSTOMER TO PRODUCE NORMAL COPIES EXCEPT THOSE SUPPLY ITEMS LISTED BELOW AS EXCLUDED. Unless excluded, paper provided includes white 8 1/2 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.

Preferred Business Systems Acceptance:

BY: [Signature] DATE: _____
TITLE: Sheriff DATE: 4/3/23

Customer Acceptance: BY: Andy SIMMONS

Equipment and Supplies Order Form Order

Order Date: _____
 Del. Date: _____
 Sales Person: 0

For Internal Use Only
 Customer # _____
 P.O.# _____

Bill To: Muskogee Sheriff's Office
 Address: 220 State Street P.O. Box _____
 City: Muskogee State: Ok Zip: 74401
 Phone: 918-687-0202 Ext: _____ Tax Exemption # _____
 Attention: Kimber Title: _____

Ship To: _____
 Address: _____ P.O. Box _____
 City: _____ State: _____ Zip: _____
 Phone: _____ Ext: _____
 Attention: _____ Title: _____

QTY	EQUIPMENT DESCRIPTION / PRODUCT NUMBER	Serial #	Build Out	ORDER SUMMARY [Special Instructions]	Unit Price	Total Price
2	Sharp MX-B376WH,					
				Maintenance is atCPC		
				Monthly Lease Payment \$96.92		
				Lease Type FMV		
				Lease Term 60		
				Maintenance Agreement \$0.00		
				# B&W prints included monthly 0		
				# Color prints included monthly 0		
				B&W overages billed monthly @ 0.0086		
				Color overages billed monthly @ 0.0000		
				Sales tax		
				TOTAL		

I hereby authorize Copy World Business Solutions to deliver and install the above listed equipment and supplies and/or pick-up and trade-in equipment listed. I further state that the trade-ins listed are free and clear of all liens and are the property of Preferred Business Systems.
All invoices Not Paid in 30 Days Will Be Charged 1.5% Finance Charge

Trade-In Make/Model: _____ SN: _____
 Accessories: _____
 Pay-Off To: _____ Amount: _____
 Cash with Order: _____ Cash on Delivery: _____
 Type: _____ Dot Com: _____
 Lease Term: Months _____ FMV: \$1 Buyout
 Payment with Order: _____ **Payment in Full:** _____
 Order Authorized By: _____ Title _____ Date _____
 Order Accepted for Preferred Business Systems Title _____ Date _____

Non-Appropriation of Funds Addendum

Addendum to equipment lease agreement number (Lease) by and between as lessee (Lessee) Muskogee County Sheriff's Department and Dotcom Leasing LLC as lessor (Lessor).

Notwithstanding anything in the lease to the contrary, 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 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 the 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 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 then an executed copy of this Non-Appropriation of Funds addendum of funds bearing the lessee's signature (either an original manor signature or such signature reproduced by means of a reliable electronic form, such as photocopy or facsimile) shall be marked "Original" and shall constitute the only original document and be binding upon the lessee for all effective purposes.

Acknowledged And Agreed Upon:

By [Signature]
Name ANDREW SIMMONS
Title SHERIFF
Date 4/3/23

Dotcom Leasing LLC,
By _____
Name _____
Title _____
Date _____

3rd day of April 2023
Chairman [Signature]
Member [Signature]
Member [Signature]
Attest [Signature]
County Clerk



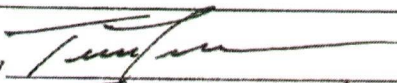
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Lessee agrees and stipulates that reproduction of this Non-Appropriation of funds addendum by means of reliable electronic form (by photocopy, facsimile, or otherwise) shall be admissible in evidence as the original itself in any judicial or administrative 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;

By 
Name Terry Freeman
Title Sheriff
Date 6-29-2020

Dotcom Leasing LLC
By _____
Name _____
Title _____
Date _____