

Rental Agreement Number: \_\_\_\_



# Cost Per Image Rental Agreement

This Cost Per Image Rental Agreement (the "Agreement") has been written in "Plain English". When we use the words **you and your** in this Agreement, we mean you, our customer, which is the Customer indicated below. When we use the words **we, us, and our** in this Agreement, we mean the Owner, CIT Bank, N.A.

## Equipment

Make & Model  
Multiple

Serial Number

Accessories

Please See Equipment Addendum

For additional equipment and accessories, attach addendum.

## Image Terms

Rental Term  
In Months 48

Base Monthly Usage  
Payment \$1977.00  
(plus applicable taxes)

Image Type	Per Image Charge	Minimum Number of Images	Excess Per Image Charge
Black & White	.0089	25,000	.0089
Color	.079	10,000	.079
Other	_____	_____	_____
Other	_____	_____	_____

Excess Per Image Billing Frequency (default is monthly)  
 Monthly  Quarterly  Semi-Annual  Annual

You agree to pay at the time you sign this Agreement:

Advanced Payment \$ \_\_\_\_\_ Plus Applicable Taxes  
Documentation Fee \$75.00 Payable with First Invoice

## Supplier

Name \_\_\_\_\_  
Street Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_

**DATA SECURITY:** Some or all of the items of Equipment returned to us at any time may contain sensitive information or data belonging to your organization, or your customer/clients/patients, that is stored, recorded, or in any way contained within or on the Equipment. You specifically agree that before the Equipment is shipped to or retrieved by us or our agents, or removed by a supplier, you will, at your sole cost and expense, permanently destroy, delete and remove all such information and data that is stored, recorded or in any way contained within or on the Equipment, to the extent that further recovery of any of such data and information is not possible. You have the sole responsibility to so destroy, delete, and remove all data and information stored in or on the Equipment. We have absolutely no liability for any data or information that you fail to so destroy, delete, and remove. All hard drives and other data retention components must function as originally installed after data removal.

**OWNER:** CIT Bank, N.A.  
10201 Centurion Parkway N. #100  
Jacksonville, FL 32256

Authorized Signature \_\_\_\_\_ Date Signed \_\_\_\_\_

Printed Name \_\_\_\_\_

Print Title \_\_\_\_\_

## Customer

City of Hapeville

Full Legal Name

"Doing Business As" Name  
3468 N. Fulton Avenue

Billing Street Address  
Hapeville, GA 30354

Billing City, State, Zip  
Crystal Griggs-Epps

Contact Name & Phone No.  
404.766.3004

Equipment Address (if different from above)

## TERMS AND CONDITIONS

BY SIGNING THIS AGREEMENT:

**(i) You acknowledge that you have read and understand the terms and conditions of this Agreement including those on page 2 of this Agreement; (ii) You agree that this Agreement is a net agreement that you cannot terminate or cancel, you have an unconditional obligation to make all payments due under this Agreement, and you cannot withhold, set off or reduce such payments for any reason; (iii) You will use the Equipment only for business purposes; and (iv) You agree that by providing a telephone number to a cellular or other wireless device, you are expressly consenting to receiving communications from us, our affiliates and agents (for non-marketing purposes) at that number, including, but not limited to, prerecorded and artificial voice messages, text messages, and calls from automated telephone dialing systems; these calls may incur fees from your cellular provider; and this consent applies to each such telephone number you provide to us now or in the future.**

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for (i) if you are a legal entity, your name, address, and other information that will allow us to identify you; (ii) if you are an individual, your name, address, and date of birth. We may also ask to see your driver's license or other identifying documents.

## CUSTOMER SIGNATURE

**City of Hapeville**

Customer Legal Name

**X** \_\_\_\_\_ **X** \_\_\_\_\_  
Authorized Signature Date Signed

**X** \_\_\_\_\_  
Print Signer's Name

Print Signer's Title

Federal Tax ID Number

**1. COST-PER-IMAGE RENTAL AGREEMENT.** You agree to rent the equipment described in this rental agreement (collectively "Equipment") on the terms and conditions shown on this agreement ("Agreement"). You promise to pay us a Base Monthly Usage Payment ("Usage Payment") and all other sums when due and payable each month. The Usage Payment includes the equipment rental charge payable to us and entitles you to a specific number and type (e.g. black & white, color, scan) of images as identified on the face of this Agreement ("Equipment Usage Payment") and also includes Supplier's charges for maintenance ("Service Payment"). You cannot carry over the remaining unused amount of images to any other period. In addition, you agree to pay the Excess Per Image Charge for each metered image that exceeds the applicable number and type of images provided by the Usage Payment. The Excess Per Image Charge will apply monthly and be invoiced monthly unless specified differently on the face of this Agreement. You understand that we are acting as an administrator for the Supplier with respect to the billing and collecting of the maintenance portion of the Usage Payment and, unless the Supplier will be billing and collecting the Excess Image Charge amounts directly to/from you as evidenced by the Supplier's invoices to you ("Excess Direct Bill"), we will also bill and collect the Excess Image Charge amounts as its administrator, and in any event, we are not a supplier of maintenance services and you agree to look solely to the Supplier for performance of such services. You agree to provide accurate and timely meter readings using the input methods or other means we, or under an Excess Direct Bill, the Supplier specify. We, or under an Excess Direct Bill, the Supplier may estimate the number of images produced if you fail to provide meter readings within 7 days of the request date. We, or under an Excess Direct Bill, the Supplier will adjust the estimated charge for excess images upon receipt of actual meter readings. You authorize us to adjust the Usage Payment by up to 15% if the actual total cash price for the Equipment differs from the estimated Total Cash Price. YOU WILL NEVER PAY LESS THAN THE USAGE PAYMENT even if you make fewer than the Minimum Number of Images. **This agreement is NON-CANCELABLE.**

**2. COMMENCEMENT OF AGREEMENT; DELIVERY AND ACCEPTANCE.** You agree to inspect the Equipment upon delivery to verify it is in good working order. This Agreement will begin on the date when the Equipment is delivered to you ("Inception Date"). You agree to pay the Documentation Fee with your first invoice and the Advance Payment(s) when you sign this Agreement. The Equipment will be deemed irrevocably accepted by you upon the earlier of (the "Commencement Date"): a) the delivery to us of a signed Delivery and Acceptance Certificate (if requested by us); or b) 10 days after delivery of the Equipment if you previously have not given written notice to us of your non-acceptance. The term of the Agreement begins on a date designated by us during the month of the Inception Date or on the first day of the month following the Inception Date and continues for the number of months designated as "Rental Term" on the face of this agreement. For each day between the Inception Date and the Commencement Date ("Interim Rent Day") you will pay us interim rent in an amount equal to 1/30th of the Usage Payment for each such Interim Rent Day. The first Usage Payment is due after the Commencement Date as invoiced by us. If the Equipment has been accepted by you in accordance with this Section 2, the remaining Usage Payment will be due on the date of each subsequent month (or such other time period stated on page 1 of this Agreement) specified by us. A Documentation Fee may be charged to reimburse our expenses for preparing financial statements and other documentation costs. In the event any Usage Payment made by you is less than the amount required to pay the total Usage Payment and any Excess Image Charge amount for such period, then you agree we can apply your payment first towards the Usage Payment for such period. You will make all payments required under this Agreement to us at such address as we may specify in writing. If any Usage Payment or other amount payable under this Agreement is not paid within 10 days of its due date, you will pay us a late charge not to exceed 7% of each late payment (or such lesser rate as is the maximum rate allowable under applicable law). We have the right to increase the Usage Payment and/or the Excess Per Image Charge on an annual basis by an amount not greater than 10% of the Usage Payment and the Excess Per Image Charge in effect at the end of the previous annual period.

**3. NO WARRANTIES.** We are renting the Equipment to you "AS-IS". **YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE THE EQUIPMENT, WE DO NOT REPRESENT THE MANUFACTURER OR THE SUPPLIER, AND YOU HAVE SELECTED THE EQUIPMENT AND SUPPLIER BASED UPON YOUR OWN JUDGMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. YOU AGREE THAT REGARDLESS OF CAUSE, WE ARE NOT RESPONSIBLE FOR AND YOU WILL NOT MAKE ANY CLAIM AGAINST US FOR ANY DAMAGES, WHETHER CONSEQUENTIAL, DIRECT, SPECIAL, OR INDIRECT. YOU AGREE THAT NEITHER SUPPLIER NOR ANY SALESPERSON, EMPLOYEE OR AGENT OF SUPPLIER IS OUR AGENT OR HAS ANY AUTHORITY TO SPEAK FOR US OR TO BIND US IN ANY WAY.** We transfer to you for the term of this Agreement any warranties made by the manufacturer or Supplier under a Supply Contract.

**4. EQUIPMENT LOCATION; MAINTENANCE AND SUPPLIES; RETURN.** You may not move the Equipment without our prior written consent, not to be unreasonably withheld. You will provide adequate space and electrical services for the operation of Equipment. Supplier has agreed to maintain the Equipment in good working order in accordance with Supplier's general service policies in effect from time to time. Maintenance shall include all parts (including drums), labor and all preventive maintenance, but does not include the following: (a) repairs resulting from misuse (including, without limitation, improper voltage or the use of supplies that do not conform to the manufacturer's specification); and (b) maintenance requested outside of Supplier's normal business hours. The Supplier identified on Page 1 of this agreement has agreed to supply full service maintenance during normal business hours, including all toner, developer and parts necessary to produce copies. You must purchase paper and staples separately. You will not make any alterations, additions or replacements to the Equipment without our prior written consent. All alterations, additions or replacements will become part of the Equipment and our property at no cost or expense to us. We may inspect the Equipment at any reasonable time. The Equipment may be connected to an automatic meter reading device or if we otherwise request, you will provide us with accurate meter readings for each item of Equipment when and by such means as we request. Within 10 days of the expiration or earlier termination of this Agreement you will deliver the Equipment to us, in good condition and repair, except for ordinary wear and tear, to any place in the United States that we tell you. You will pay all outstanding usage payments, late charges, insurance charges, and our estimated property taxes on the Equipment based upon the prior year's actual property tax, and expenses of de-installing, crating and shipping, and you will insure the Equipment for its full replacement value during shipping. Unless we request return to us, you must retain physical possession of the Equipment through the end of the initial lease term.

**5. TAXES AND FEES.** You are responsible for all sales and use (unless you provide us with an acceptable Sale/Use Tax exemption form), personal property or other taxes relating to the use or ownership of the Equipment, now or hereafter imposed, or assessed by any state, federal or local government or agency. You agree to pay when due, or reimburse us for all taxes, fines or penalties imposed upon the Equipment and, if we elect, you agree to pay us estimated property taxes either with each payment or at the end of the term as more fully set forth herein. We will file all sales, use and personal property tax returns (unless we notify you otherwise in writing). We do not have to contest any taxes, fines or penalties; however, you may do so provided (a) you do so in your own name and at your expense, (b) the contest will not result in any sort of lien being placed on the Equipment or otherwise jeopardize our rights in any of the Equipment, (c) you pay us for any taxes we remitted to the taxing authorities even though you may be contesting the taxes and indemnify and hold us harmless for any expenses, including legal expenses, we incur as a result of such contest. If we file such personal property tax reports, you will pay property taxes as invoiced by us.

**6. LOSS OR DAMAGE.** As between you and us, you are responsible for any loss, theft or destruction of, or damage to the Equipment (collectively "Loss") from any cause at all, whether or not insured, until it is delivered to us at the end of this Agreement. You are required to make all Usage Payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, at our option, you will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay us the amounts specified in Section 10(b) below.

**7. INSURANCE.** You are responsible for installing and keeping the Equipment in good working order. Except for ordinary wear and tear, you are responsible for protecting the Equipment from damage and loss of any kind. If the Equipment is damaged or lost, you agree to continue to pay the amounts due and to become due hereunder without setoff or defense. During the term of this Agreement, you agree that you will (1) insure the equipment against all loss or damage naming us as loss payee; (2) obtain liability and third party property damage insurance naming us as an additional insured; and (3) deliver satisfactory evidence of such coverage with carriers, policy forms and amounts acceptable to us. All policies must provide that we be given thirty (30) days' written notice of any material change or cancellation. If you do not provide evidence of acceptable insurance, we have the right, but no obligation, to obtain insurance covering our interest in the Equipment for the lease term, and renewals. Any insurance we obtain will not insure you against third party or liability claims and may be canceled by us at any time. In the event we obtain the above-described insurance, you will be required to pay us an additional amount each month for the insurance premium and an administrative fee. You agree that we, or one of our affiliates, may make a profit in connection with the insurance we obtain. The cost may be more than the cost of obtaining your own insurance. You agree to cooperate with us, our insurer and our agent in the placement of coverage and with claims. The insurance we obtain (1) will not name you as an insured, additional insured, or loss payee; (2) will not provide you with liability insurance; (3) may not pay any claim that you make; (4) will not pay any claim made against you; and (5) may be cancelled by us at any time. If you later provide us with evidence that you have obtained acceptable insurance, we will cancel the insurance we obtained.

**8. TITLE; RECORDING.** We are the owner of and will hold title to the Equipment. You will keep the Equipment free of all liens and encumbrances. Unless otherwise provided, you agree that this transaction is a true lease. However, if this transaction is deemed to be a rental intended for security, you grant us a purchase money security interest in the Equipment (including any replacements, substitutions, additions, attachments and proceeds). You will deliver to us signed financing statements or other documents we request to protect our interest in the Equipment. **YOU AUTHORIZE US TO FILE A COPY OF THIS AGREEMENT AS A FINANCING STATEMENT AND ALSO AUTHORIZE US TO FILE FINANCING STATEMENTS COVERING THE EQUIPMENT.**

**9. DEFAULT.** Each of the following is a "Default" under this Agreement: (a) you fail to pay any Usage Payment or any other payment within 30 days of its due date; (b) you do not perform any of your other obligations under this Agreement or in any other agreement with us or with any of our affiliates and this failure continues for 30 days after we have notified you of it; (c) you become insolvent, you dissolve, you assign your assets for the benefit of your creditors, you sell, transfer or otherwise dispose of all or substantially all of your assets, or you enter (voluntarily or involuntarily) any bankruptcy or reorganization proceeding; (d) without our prior written consent, which will not be unreasonably withheld or delayed, you merge or consolidate with any other entity and you are not the survivor of such merger or consolidation; or (e) any guarantor of this Agreement dies, does not perform its obligations under the guaranty, or becomes subject to one of the events listed in clause (c) of this Section 9.

**10. REMEDIES.** If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate this Agreement and any or all other agreements that we have entered into with you; (b) we may require you to immediately pay us, as compensation for loss of our bargain and not as a penalty, a sum equal to (i) the present value of all unpaid Usage Payments for the remainder of the term plus, the present value of our anticipated residual interest in the Equipment, each discounted at the lesser of (i) the rate implicit in the Agreement, or (ii) 4% per year, plus past due interest at the rate of 18% per annum, plus (ii) all other amounts due and to become due under this Agreement; (c) we may require you to deliver the Equipment to us as set forth in Section 3; (d) we or our agent may peacefully repossess the Equipment without court order and you will not make any claims against us for damages or trespass or any other reason; and (e) we may exercise any other right or remedy available at law or in equity. In the event of a dispute arising out of this Agreement, the prevailing party shall be entitled to its reasonable collection costs and attorney fees and costs incurred in enforcing or defending this Agreement. If we take possession of the Equipment, we may sell or otherwise dispose of it with or without notice, at a public or private sale, and apply the net proceeds (after we have deducted all costs related to the sale or disposition of the Equipment) to the amounts that you owe us. You will remain responsible for any amounts that are due after we have applied such net proceeds. You agree that if notice of sale is required by law to be given, 10 days notice shall constitute reasonable notice. If we delay or fail to enforce any of our rights under this Agreement, we will still be entitled to enforce those rights at a later time.

**11. UCC-2A PROVISIONS.** You agree that if Article 2A of the Uniform Commercial Code applies to this Agreement, this Agreement will be considered a "finance rental" as that term is defined in Article 2A. By signing this Agreement, you agree that either (a) you have reviewed, approved, and received a copy of the purchase contract or (b) that we have informed you of the identity of the Supplier, that you may have rights under the purchase contract, and that you may contact the supplier for a description of those rights. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A CUSTOMER BY ARTICLE 2A.**

**12. ASSIGNMENT.** YOU MAY NOT ASSIGN, SELL, TRANSFER OR SUB-RENT THE EQUIPMENT OR YOUR INTEREST IN THIS AGREEMENT WITHOUT OUR PRIOR WRITTEN CONSENT, WHICH CONSENT WILL NOT BE UNREASONABLY WITHHELD. We may, without notifying you, sell, assign, or transfer this Agreement and our rights to the Equipment. You agree that the new owner will have the same rights and benefits that we have now under this Agreement but not our obligations, which obligations will remain with us. The rights of the new owner will not be subject to any claim, defense or set-off that you may have against us.

**13. AUTOMATIC RENEWAL.** Unless you give us at least 90 days but no more than 180 days written notice before the end of the initial term or any renewal term of this Agreement, that you will deliver the Equipment in accordance with the terms and conditions of this Agreement, this Agreement will automatically renew for an initial 3 month renewal term and thereafter for successive one month terms unless and until you give us the 30 day notice and either purchase or deliver the Equipment to us. Each month during such renewal term(s) the Usage Payment will remain the same (subject to the annual adjustment provided for in Section 2). If your payment frequency is monthly your payments during renewal remain the same. If your payment frequency is other than monthly, then your renewal payments shall be the monthly equivalent of your periodic payment frequency. We may cancel an automatic renewal term by sending you 10 days prior written notice.

**14. INDEMNIFICATION.** You (Lessee) are responsible for, and agree to indemnify and hold us harmless from, any and all (a) losses, damages, penalties, claims, suits and actions (collectively "Claims"), whether based on a theory of contract, tort, strict liability or otherwise caused by or related to the manufacture, installation, ownership, maintenance, use, lease, possession, or delivery of the Equipment and (b) all costs and attorney's fees incurred by us relating to any Claim. You agree to reimburse us for and if we request, to defend us, at your own cost and expense, against any Claims. You agree that your obligations under this Section 14 shall survive the termination of this Agreement.

**15. CREDIT INFORMATION; FINANCIAL STATEMENTS.** YOU AUTHORIZE US OR ANY OF OUR AFFILIATES TO OBTAIN CREDIT BUREAU REPORTS, AND MAKE OTHER CREDIT INQUIRIES THAT WE DETERMINE ARE NECESSARY. You agree to provide us copies of your balance sheet, income statement and other financial reports as we may reasonably request.

**16. FAX EXECUTION.** A faxed or electronically transmitted version of this Agreement when received by us shall be binding on you for all purposes as if originally signed. However, the Agreement is not binding on us until we sign it. We may accept this Agreement by signing, either manually or electronically. You agree that the only version of the Agreement that is the original for all purposes is the version containing your fax or scanned signature and our signature. This Agreement may be signed in counterparts each of which will be considered an original and all counterparts will be considered and constitute one and the same Agreement. This Agreement may be retained electronically and you agree that any such electronic version shall be fully enforceable without the need to produce an original; however, we may request an original signature document.

**17. MISCELLANEOUS. (a) Choice of Law:** This Agreement and any claims, controversies, disputes or causes of action (whether in contract, tort or otherwise) shall be governed construed, and enforced in accordance with Federal law and the laws of the State of New York (without regard to the conflict of laws principles of such state). The Parties consent to the jurisdiction of any court located within the State of New York, and waive any objection relating to improper venue or forum non conveniens. **(b) Jury Trial. BOTH PARTIES EXPRESSLY WAIVE TRIAL BY JURY AS TO ALL ISSUES ARISING OUT OF OR RELATED TO THIS AGREEMENT. Should the above jury trial waiver be found unenforceable, then, upon the written request of any party, any dispute, including any and all questions of law or fact relating thereto, shall be determined exclusively by a judicial reference proceeding in accordance with Cal. Civ. Proc. Code § 638 et seq. or the applicable state's equivalent state law. The parties shall select a retired state or federal judge as the referee. The referee shall report a statement of decision to the Court. (c) Entire Agreement.** The Agreement constitutes the entire agreement between you and us and supersedes all prior agreements. **(d) Enforceability.** If any provision of this Agreement is unenforceable, illegal or invalid, the remaining provisions shall continue to be effective. **(e) Amendment.** This Agreement may not be modified or amended except by a writing signed by you and us. You agree however, that we are authorized, without notice to you, to supply missing information or correct obvious errors in the Agreement, such as serial numbers, or correct typographical, immaterial, or obvious errors in this Agreement provided that such change does not materially alter your obligations under this Agreement. **(f) Notice.** All notices shall be in writing and shall be delivered to the appropriate party personally, by private courier, by facsimile transmission, or by mail, postage prepaid, at its address shown herein or to such other address as directed in writing by such party. **(g) Usury.** It is the express intent of both of us not to violate any applicable usury laws or to exceed the maximum amount of interest permitted to be charged or collected by applicable law, and any thereafter excess payment will be applied to the lease payments in inverse order of maturity, and any remaining excess will be refunded to you. **(h) Prepayment.** In the event this transaction is intended or deemed to create a security interest, rather than a true rental, prepayment or early termination is not permitted except at such time and on such terms and conditions as we may agree in writing. **(i) NSF.** We may also charge you \$25.00 for each returned check or if an ACH debit is not honored by your bank. **(j) Restrictive Endorsements.** You agree that any restrictive endorsement (such as "payment in full", "final payment" or otherwise) on any check submitted in payment for this Agreement shall have no force and effect and that we may cash the check and apply the proceeds without prejudice to our rights under this Agreement. **(k) Purchase Orders.** You agree that any purchase orders issued by you in conjunction with this Agreement are issued solely for your administrative purposes and no terms or conditions contained in the purchase order will change or modify the terms and conditions of this Agreement.