

RESOLUTION NO. 2019-58

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT THE PROPOSAL AND ENTER INTO AN AGREEMENT, ON BEHALF OF THE CITY OF HURON, WITH MT BUSINESS TECHNOLOGIES, INC. FOR THE PURCHASE OF FIVE (5) XEROX MULTIFUNCTION DEVICES AT A COST OF TWENTY THOUSAND THREE HUNDRED EIGHTY-FOUR AND 35/100 DOLLARS (\$20,384.35) AND TO ENTER INTO A RELATED MAINTENANCE AGREEMENT FOR A PERIOD OF FIVE YEARS.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

SECTION 1. The Huron City Council authorizes the City Manager to execute an Agreement for the purchase of five (5) Xerox multifunction devices and a related 5-year maintenance agreement between MT Business Technologies, Inc. and the City of Huron, said agreements to be substantially in the form of Exhibit "A" attached hereto and made a part hereof.

SECTION 2: That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of the Council and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22 of the Revised Code.

SECTION 3: This Resolution shall be in full force and effect from and immediately following its adoption.



Trey Hardy, Mayor

ATTEST: 
Clerk of Council

ADOPTED: 08 OCT 2019

Proposal for

City of Huron

Prepared on September 24, 2019





September 24, 2019

Cory Swaisgood
417 Main St.
Huron, OH 44839

Dear Cory,

Thank you for the opportunity to present this proposal for new Xerox. In the following sections of this document, you will find a review of the critical requirements we have discussed, along with details on the proposed solution we are offering.

At MT Business Technologies, Inc., we are very proud of our reputation for excellent customer service and support, as well as our industry-leading systems that are helping clients achieve new levels of productivity in the workplace. This proposal is just one indication of our commitment to helping you identify your specific needs, then meet those requirements with the right systems and services to improve office productivity.

A digital imaging system represents a significant investment. It is important to know that you are making the right choice of both equipment and vendor. We are proud to offer systems and solutions from Xerox, one of the most respected names in document technology. Xerox has assisted many organizations in your area and around the world with their document management needs.

Once again thank you for the opportunity to present this proposal. I look forward to addressing your questions and establishing a long-lasting business relationship between your company and ours.

Sincerely,

Chase Hrivnak

Chase Hrivnak
Account Manager



*Proposal prepared for City of Huron
Tuesday, September 24, 2019*

Equipment Detail

XEROX ALTALINK B8055H2 - 55 Page Per Minute B&W Multifunction Device

Specifications:

- 2 x 500 Sheet Paper Trays (up to 11" X 17")
- Tandem Tray 3,600 Sheet Total(up to 8.5" X 11")
- 100-Sheet Bypass tray
- PostScript Software
- 10.1" Touch Screen User Interface
- 200-Sheet, Color Single Pass Document Feeder
- Automatic Stapling Finisher
- 1 Line Fax

Print up to 1200 dpi, Print, Copy, Scan, USB, Data Security Kit, Image Overwrite & Encryption, McAfee Enhanced Security, EIP, Networking Accounting, Ethernet, Near Field Communication.

XEROX VERSALINK C7025T2 - 25 Page Per Minute Color Multifunction Device

Specifications:

- 4 X 520 Sheet Paper Trays (up to 11 X 17)
- 100-Sheet Bypass tray
- 7" Touch Screen User Interface
- Color Document Feeder 110-sheet Duplex, ARDF Document Handler
- PostScript Kit
- 1 Line Fax

Print up to 1200 dpi, Print, Copy, Scan, USB, Security Kit, Image Overwrite & Encryption, EIP, Networking Accounting, Ethernet, Near Field Communication.

SALES ORDER

Reference Service Contract?

Customer Type: Existing

Order Type: Purchase

Contract #

SHIP TO:		Customer No.:		
Customer:				
Department/ Division:				
PO Box:				
Street:				
City:		State:		ZIP:
Phone:		Fa x:		
Contact:				
Email:				

INVOICE TO:	Customer No.:	HC103:2481600000
Customer: CITY OF HURON		
Department/ Division:		
PO Box:		
Street: 417 Main St		
City: Huron	State: OH	ZIP: 44839
Phone: (419) 433-5000		Fax:
Contact: Andy White		
Email: citymanager@cityofhuron.org		

EQUIPMENT

[illegible]**SALES INFORMATION**

Account No.: Purchase off copy service ☐

Sold Date:	P.O. No.	Fed Tax ID #:	34 = 6400671
Start Date:	Contract Term: 60	Taxable?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Lease Company:	Purchase	Estimated Volume	

PLACEMENT TYPE

New: ☐ Placement ☐ Replacement C/S: ☐ New ☐ Addition ☐ Upgrade ☐ Renewal

RETURNED EQUIPMENT

MAKE/MODEL/ACCESSORIES	SERIAL NO. or ID	MAKE/MODEL/ACCESSORIES	SERIAL NO. or ID	MAKE/MODEL/ACCESSORIES	SERIAL NO. or ID
RICOH MP4002SP	W524L700805	RICOH MP C2551	V9815700205		
RICOH MP C2551	V9815700209	RICOH MP201SPF	W3019306654		
RICOH MP C2503	E214M860682				

Returned Equipment is:	Rental
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DEMO, Loaner, Leased Equipment, MT Business Technologies, Inc. (MTBT) is and will remain the owner of the equipment. The customer agrees to return the equipment to MTBT upon demand. While in the possession of the customer, the customer assume all liability for the theft, loss, or damage to the equipment, and agrees to reimburse MTBT for any loss or damage incurred during the loan period, normal wear and tear is expected.

Purchased good remain the personal property of MTBT until final payment is made. MTBT retains a vendor's lien and has a secured interest in the purchased goods until all terms and conditions hereunder are satisfied.

MT BUSINESS TECHNOLOGIES
SALES ORDER TERMS AND CONDITIONS

1. **Definitions.** The first page of this Sales Order is called the Cover Page. The Cover Page and this Terms and Conditions page, along with a listing of additional products on Schedule A (if attached), represent the agreement (the "Agreement") between Company and the Customer, with respect to the acquisition of those Products identified on the Cover Page and/or Schedule A. "Products" shall mean the equipment ("Equipment"), Software Licenses, and Professional Services identified in this Agreement.

2. Scope. This Agreement may be executed for:

a) A SALE of Products. If a SALE, Company hereby offers to sell and Customer hereby accepts to purchase those Products in the quantity and for the price indicated on the Cover Page (and/or Schedule A). Payment terms are Cash on Delivery ("COD"). Alternatively, if Customer has a verifiable credit account in good standing with Company, Customer may elect to be invoiced for the Products.

b) A LEASE of Products. If a LEASE, Customer will execute a separate lease agreement which will fund the purchase of the Products in the quantity indicated on the Cover Page for the benefit of Customer. Upon execution of a lease agreement, the Customer shall be responsible to lessor to satisfy the terms and conditions of the lease. If, however, a lease agreement cannot be executed within 15 days of Customer's execution of this Agreement, Customer must immediately pay cash for the Products or return the Products to Company in Like New condition.

c) A RENTAL of Products. If a RENTAL, Customer will execute a separate rental agreement with the Company. Customer shall be responsible for satisfying the terms and conditions of the rental agreement.

3. Acceptance and Non-Cancellation. This Agreement shall become binding upon the Customer's execution and may not be cancelled or altered thereafter without the Company's written consent.

4. Delivery and Installation. Unless specified otherwise on the Cover Page, the Company shall deliver and install the Products at the location specified by Customer on the Cover Page unless: (1) Customer has not made available at that address a suitable place of installation as specified by the Company; or (2) Customer has not made available suitable electrical service in accordance with the Underwriter's Lab ("UL") requirements. All risk of loss will transfer to the Customer upon delivery.

5. Payment and Late Fees. Payment must be received by Company within 30 days of the invoice date. Restrictive covenants on payment instruments will not reduce Customer's obligation. A late charge of 1.5% may be assessed on invoice balances 10 days or more overdue. Customer is responsible for all collection fees, attorneys' fees and court costs incurred by the Company in enforcing the terms of this Section 5.

6. Taxes. Customer is responsible for all applicable taxes, fees or charges of any kind (including interest and penalties) assessed by any governmental entity on this Agreement or the amounts payable hereunder ("Taxes"), which will be included in the invoice unless Customer timely provides proof of tax exempt status. Taxes do not include taxes on Company income.

7. Force Majeure. The Company shall not be determined to be in default of any provision herein or be liable for any delay, failure in performance or interruption of services resulting from acts of God, civil or military catastrophe, strikes, embargoes, transportation delays, inability to obtain materials from suppliers, product deficiencies, or any other situation beyond the reasonable control of the Company.

8. Default. If Customer breaches any obligation under this Agreement, Customer will pay all reasonable costs, including attorneys' fees, incurred by the Company to enforce this Agreement. In addition to any remedies under the law, if Customer breaches this Agreement and fails to cure said breach within 20 days after receipt of notice from the Company, Company may terminate this Agreement.

9. Indemnification. (a) Customer is responsible for any 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 or in any manner arising out of its use, ownership, possession, or financing, of the Products (including but not limited to the negligence of Customer, Customer's employees or agents, or any third party), and, (b) Customer is responsible for any and all costs and attorneys' fees incurred by the Company relating to any such claim. Customer will reimburse and, if requested, defend the Company at Customer's own cost and expense, against any Claims. Customer's obligations under this Section 9 shall survive termination of this Agreement.

10. WARRANTIES AND LIMITATION OF LIABILITY ON WORK PERFORMED. THERE ARE NO WARRANTIES, WHETHER EXPRESSED, IMPLIED, OR STATUTORY, ON ANY PRODUCTS PROVIDED BY COMPANY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. NO OBLIGATION OR LIABILITY SHALL GROW OUT OF THE COMPANY RENDERING TECHNICAL OR OTHER ADVICE IN CONJUNCTION WITH PRODUCTS PROVIDED UNDER THIS AGREEMENT.

11. Limitation of Liability. The Company's total liability to Customer for any claim, whether based in contract, tort, common law, or statute, arising out of, connected with, or resulting from the furnishing or failure to furnish any Products under this Agreement (and the associated delivery and installation) shall not exceed the amount paid by Customer for the Products which give rise to the claim. In no event shall the Company be liable for any incidental, consequential, or special damages incurred by Customer or any third party, including without limitation any loss of use, loss of anticipated profits, costs of downtime, or for substitute equipment, and any claims of Customer's clientele for service interruptions or failure to supply.

12. Limited License to Use Software. The Company grants Customer a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation provided with the Equipment ("Base Software") only with the Equipment with which it was delivered; and (b) software and accompanying documentation separately identified on the Cover Page ("Application Software"), provided Customer is current in the payment, including any applicable software license fees (if any). Application Software may be subject to, or accompanied by, click wrap/shrink wrap licenses or a separate contract or End User License Agreement. Diagnostic Software is embedded in the Equipment and is a valuable trade secret used to evaluate or maintain the Equipment ("Diagnostic Software"). Customer is granted no right to use the Diagnostic Software. Other than as provided for herein, Customer has no other rights to the Base, Application, or Diagnostic Software (collectively, "Software") and may not (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Software; (2) activate Software delivered with the Equipment in an inactivated state; or (3) allow others to engage in same. Title to, and all intellectual property rights in, Software will reside solely with Company and/or its licensors (who will be considered third-party beneficiaries of this subsection). The Base Software license will terminate: (i) if Customer no longer uses or possesses the Equipment; or (ii) upon the expiration of any installment payments under which Customer has rented or leased the Equipment (unless Customer has exercised an option to purchase the Equipment). Neither Company nor its licensors warrant that Software will be free from errors or that its operation will be uninterrupted.

13. Governing Law. This Agreement shall be governed by the laws of the state of Ohio without regard to the conflict of laws or principles of such states.

14. Errors. The Company reserves the right at its sole discretion to correct clerical and typographical errors in this Agreement.

15. Severability. The invalidity in whole or in part of any provision of this Agreement shall not affect the validity of any other provision.

16. Modifications. No modification, amendment, or other change shall be binding on the parties unless agreed to in writing by each party's authorized representative.

17. Waiver. The waiver of any breach of any of the terms and conditions set forth herein shall not be construed as a waiver of any other breach. The failure of either party to exercise any right arising from any default of the other party hereunder shall not be deemed to be a waiver of such right.

18. Assignment. Any assignment of this Agreement by Customer without the prior written consent of the Company shall be void and unenforceable.

THE CUSTOMER HAS READ THIS AGREEMENT, UNDERSTANDS IT, HAS THE AUTHORITY TO ENTER INTO THIS AGREEMENT AND BIND THE CUSTOMER TO SAME, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. THIS AGREEMENT SUPERSEDES ANY PRIOR PROPOSALS, QUOTATIONS, OR COMMUNICATIONS, WRITTEN OR ORAL, REGARDING THE ACQUISITION OF THE PRODUCTS FROM COMPANY. THE CUSTOMER FURTHER UNDERSTANDS THIS AGREEMENT IS NOT INTENDED TO SUPERSEDE ANY LEASE OR RENTAL AGREEMENT, OR OTHER CONTRACTS OR AGREEMENTS WHICH CUSTOMER MAY EXECUTE WITH THE COMPANY OR ANY THIRD PARTY REGARDING THE PRODUCTS.

Customer Approval: **X**

Print Name: Andy White

Title: City Manager

Date:

Sales Rep: **X**

Print Name: CHASE HRIVNAK

Employee Number: 40SA19

Date:



SALES ORDER ADDENDUM

Page 1

MODEL/ACCESORY	SERIAL NUMBER	METERS
Located at:		
417 Main St., Huron, OH 44839-Finance Department		
Xerox AltaLink B8055H2		
Office Finisher-2k sheet,50 sheet staple/Horizontal Transport Kit		
1 Line Fax		
Located at:		
110 Wall St., Huron, OH 44839-Parks and Recreation Department		
Xerox VersaLink C7025T2		
PostScript Kit		
1 Line Fax		
Located at:		
417 Main St., Huron, OH 44839-Police Department		
Xerox VersaLink C7025T2		
PostScript Kit		
1 Line Fax		
Located at:		
417 Main St., Huron, OH 44839-City Manager's Office		
Xerox VersaLink C7025T2		
Integrated Office Finisher		
PostScript Kit		
1 Line Fax		
Located at:		
330 N Main St., Huron, OH 44839-Huron City Boat Basin		
Xerox VersaLink B405DN		
Productivity Kit		

Customer Approval: _____

Date: _____

CUSTOMER INFORMATION

Customer:	CITY OF HURON		
Street:			
City:	State:	ZIP:	

☐ Copiers ☐ Printers

Contact:	
Location:	
Account No.	HC103:2481600000

PLAN INFORMATION

Model	Serial #	Model	Serial #	Model	Serial #
B8055H2		C7025S2		B405DN	
C7025S2		C7025S2			

Date:	Bill Amount	Frequency
B&W Base Rate or CPP: \$0.0045	Pages Included in Base: none	Monthly
B&W Overage Rate: \$0.0045	BW Start Meter:	Monthly
Color Base Rate or CPP: \$0.0350	Pages Included in Base: none	Monthly
Color Overage Rate: \$0.0350	CLR Start Meter	Monthly

Contract Term	60 Months
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Options Menu	
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Select Items Covered	B&W Supplies - Toner, Developer, Ink <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Drum, PCU, All-in-One Unit <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
	Color Supplies - Toner, Developer, Ink <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	Maintenance Kits <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO

TERMS AND CONDITIONS

1. **SERVICES.** Throughout this Services Agreement (the "Agreement") the words "We," "Our," and "Us" refer to Company. The words "You" and "Your" refer to the Customer indicated on the reverse. This Agreement covers both the labor and materials for adjustments, repairs, and replacement of parts necessitated by normal use of the Equipment listed on the face of this Agreement ("Services"). Services do not include the following: (a) repairs due to (i) misuse, neglect, or abuse (including, without limitation, improper voltage or use of supplies that do not conform to the manufacturers' specifications), (ii) use of options, accessories, products, supplies not provided by Company; (iii) non-Company alterations, relocation, or service; and/or (iv) loss or damage resulting from accidents, fire, water, or theft; (b) maintenance requested outside Company's normal business hours or this Agreement; (c) relocation; (d) software or connected hardware; (e) hard drive replacement; (f) Thermal heads, process units, and fuser units for Facsimile Machines; (g) Thermal Heads and MICR Toner for Laser Printers, and parts and labor for all non-laser printers, and/or (h) parts for Scanners. Replacement parts may be new, reprocessed, or recovered. Supplies provided by Company are in accordance with the copy volumes set forth on the face of this Agreement and within the manufacturer's stated yields, and do not include staples. Supplies are to be used exclusively for the Equipment and remain Company property until consumed. You will return, or allow Company to retrieve, any unused supplies at the termination/expiration of this Agreement. You are responsible for the cost of excess supplies. You authorize Equipment to be connected to automatic meter reading software and/or 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. If You do not permit the Company to use automatic meter reading software and/or devices, Company may charge a monthly fee for manually performing meter reads. If You do not provide meter reads as required, Company may estimate the reading and bill accordingly. You shall provide adequate space and electrical service for the operation of the Equipment in accordance with UL and/or manufacturer's specifications. Supplies will be shipped via UPS Ground. Unless otherwise stated herein, Customer will be billed for shipping, including, but not limited to, UPS Ground, Overnight, and/or Messenger Service. Additional fees may be charged for Services provided outside Company's standard business hours or for computer/network issues and will be at Company hourly rates in effect at the time of Services. If, at any time during the Term of this Agreement, Customer upgrades, modifies, or adds equipment, Customer shall promptly notify Company and provide Company right of first refusal to provide Services for added equipment. Company maintains the right to inspect any upgrades and modifications to Equipment and/or additional equipment and, in its sole discretion, determine whether equipment is eligible for Services. If approved for Services, the Agreement will be amended to include such changes, including pricing modifications. Unless otherwise agreed to in writing, Customer remains solely responsible to secure any sensitive data and permanently delete such data from the internal media storage prior to removal of Equipment or termination of this Agreement.

2. **TERM AND PAYMENT.** Except as otherwise provided for herein, this Agreement in non-cancelable and will commence on the start date indicated on the face of this Agreement and remain in effect throughout the Term; and, unless notified in writing sixty (60) days prior to its expiration, this Agreement shall automatically renew for additional one (1) year periods. In the event the fees herein are included in Your lease payment, the Term shall run concurrently with the lease agreement and be subject to the renewal provisions provided for therein. The meter count at installation or, in the case of owned printers, at assessment, will be used for meter/overages calculations. You agree to pay Company all amounts due in accordance with the payment terms set forth on the face of this Agreement or in accordance with the applicable lease agreement, and all other sums when due and payable. Any Minimum Monthly Payment entitles You to Services for a specific number and type (ie. black & white, color, scan) of Prints/Copies as identified on the face of this Agreement and will be billed in advance. In addition, You agree to pay the Overage Rate for each Print/Copy that exceeds the applicable number and type of Prints/Copies provided in the Minimum Monthly Payment which amount shall be billed in arrears and is payable as indicated on the face of this Agreement. A Print/Copy is defined as standard 8.5"x11" copy (larger size copies may register two meter disks). No credit will be applied towards unused copies/prints. Your obligation to pay all sums when due shall be absolute and unconditional and is not subject to any abatement, offset, defense or counterclaim. If any payment is not paid within 10 days of its due date, You will pay a late charge not to exceed 7% of each late payment (or such lesser rate as is the maximum allowable by law). Company has the right to withhold Services and supplies, without recourse, for any non-payment. Unless otherwise stated on the face of this Agreement, Company may increase the rates hereunder on an annual basis. Company retains the right to have all or some of the amounts due hereunder billed and/or collected by third parties. If Customer requires any specialized billing procedure or invoicing, Company reserves the right to bill an administrative fee not to exceed \$100 per invoice.

3. **TAXES.** Payments are exclusive of all state and local sales, use, excise, privilege and similar taxes. You will pay when due, either directly or to Us upon demand, all taxes, fines and penalties relating to this Agreement that are now or in the future assessed or levied.

4. **SOFTWARE LICENSE.** Company grants (and is hereby authorized by its licensors to grant) you a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation ("Base Software") only with the Equipment with which it was delivered; and (b) Software that is set forth as a separate line item in this Agreement ("Application Software") (including its accompanying documentation), as applicable, for as long as you are current in the payment of all applicable software license fees. "Base Software" and "Application Software" are referred to collectively as "Licensed Software". You have no other rights and may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Licensed Software; (2) activate Licensed Software delivered with the Equipment in an inactivated state; or (3) allow others to engage in same. Title to, and all intellectual property rights in, Licensed Software will reside solely with Company and/or its licensors (who will be considered third-party beneficiaries of this Section). Licensed Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (x) Company is denied access to periodically reset such code; (y) you are notified of a default under this Agreement; or (z) your license is terminated or expires. The Base Software license will terminate: (i) if you no longer use or possess the Equipment; or (ii) upon the expiration or termination of this Agreement, unless you have exercised your option to purchase the Equipment. Neither Company nor its licensors warrant that Licensed Software will be free from errors or that its operation will be uninterrupted. The foregoing terms do not apply to Diagnostic Software or to Licensed Software/documentation accompanied by a didwrap or shrinkwrap license agreement or otherwise made subject to a separate license agreement.

5. **DIAGNOSTIC SOFTWARE.** Software used to evaluate or maintain the Equipment ("Diagnostic Software") is included with the Equipment. Diagnostic Software is a valuable trade secret of Company, or its Licensors. Title to Diagnostic Software will remain with Company or its licensors. Company does not grant Customer any right to use Diagnostic Software, and Customer will not access, use, reproduce, distribute or disclose Diagnostic Software for any purpose (or allow third parties to do so). Customer will allow Company reasonable access to the Equipment to remove or disable Diagnostic Software if Customer is no longer receiving Service from Company, provided that any on-site access to Customer's facility will be during Customer's standard business hours.

6. **SOFTWARE SUPPORT.** Except for Products and/or Third Party Products identified as "No Svc.", Company (or a designated servicer) will provide the software support set forth below or in accordance with an attached statement of work ("Software Support"). For Base Software for Equipment, Software Support will be provided during the initial Term and any renewal period but in no event longer than 5 years after Company stops taking customer orders for the subject model of Equipment. For Application Software, Software Support will be provided as long as you are current in the payment of all applicable software license and support fees. Company will maintain a web-based or toll-free hotline during Company's standard working hours to report Licensed Software problems and answer Licensed Software-related questions. Company, either directly or with its vendors, will make reasonable efforts to: (a) assure that Licensed Software performs in material conformity with its user documentation; (b) provide available workarounds or patches to resolve Licensed Software performance problems; and (c) resolve coding errors for (i) the current Release and (ii) the previous Release for a period of 6 months after the current Release is made available to you. Company will not be required to provide Software Support if you have modified the Licensed Software. New releases of Licensed Software that primarily incorporate compliance updates and coding error fixes are designated as "Maintenance Releases" or "Updates". Maintenance Releases or Updates that Company may make available will be provided at no charge and must be implemented within six months. New releases of Licensed Software that include new content or functionality ("Feature Releases") will be subject to additional license fees at then-current pricing. Maintenance Releases, Updates and Feature Releases are collectively referred to as "Releases". Each Release will be considered Licensed Software governed by the Software License and Licensed Software Support provisions of this Agreement (unless otherwise noted). Implementation of a Release may require you to procure, at your expense, additional hardware and/or software from Company or another entity. Upon installation of a Release, you will return or destroy all prior Releases. For Third Party Software identified as "No Svc.", you shall enter into a support agreement with a Third Party Software vendor or its support services provider, who shall be solely responsible for the quality, timeliness and other terms and conditions of such support services. Company shall have no liability for the acts or omissions of such third party support services provider.

7. **WARRANTY.** You acknowledge that the Equipment covered by this Agreement was selected by You based upon Your own judgment. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF NON-INFRINGEMENT; IMPLIED WARRANTIES OF MERCHANTABILITY; OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE SPECIFICALLY AND UNRESERVEDLY EXCLUDED.

8. **LIMITATION OF LIABILITY.** In no event, shall Company be liable for any indirect, special, incidental, consequential damages, loss of profits, or punitive damages whether based in contract, tort, or any other legal theory and irrespective of whether Company has notice of the possibility of such damages.

9. **DEFAULT; REMEDIES.** Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) failure to make payment when due of any indebtedness to Company or for the Equipment, whether or not arising under this Agreement, without notice or demand by Company; (b) breach by You of any obligation herein; or (c) if You cease doing business as a going concern. If You default, Company may: (1) require future Services, including supplies, be paid for in advance; (2) require You to immediately pay the amount of the remaining unpaid balance of the Agreement; (3) terminate any and all agreements with You; and/or (4) pursue any other remedy permitted at law or in equity. In the Event of Default, remaining payment amounts due will be calculated using the average of the last six months' billing or the amount set forth on the face of the Agreement, whichever is greater, multiplied by the remaining months of the Agreement. You agree that any delay or failure of Company to enforce its rights under this Agreement does not prevent Company from enforcing any such right at a later time. All of Company's rights and remedies survive the termination of this Agreement. In the event of a dispute arising out of this Agreement or the Equipment listed herein, should it prevail, Company shall be entitled to collection of its reasonable costs and attorneys' fees incurred in defending or enforcing this Agreement, whether or not litigation is commenced.

10. **ASSIGNMENT:** You may not sell, transfer, or assign this Agreement without the prior written consent of Company. Company may sell, assign or transfer this Agreement.

11. **NOTICES:** All notices required or permitted under this Agreement shall be by overnight courier or by registered mail to such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice from Company to You shall be effective three days after it has been deposited in the mail, duly addressed, or one day if sent via overnight courier.

12. **INDEMNIFICATION.** You 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 of otherwise caused by or related to Your use or possession of the Equipment, and (b) all costs and attorneys' fees incurred by Us relating to such claim.

13. **FAX/ELECTRONIC EXECUTION.** A faxed or electronically transmitted version of this Agreement may be considered the original and You will not have the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. This Agreement may be signed in counterparts and all counterparts will be considered and constitute the same Agreement.

14. **MISCELLANEOUS.** (a) Choice of Law. This Agreement shall be governed by the laws of the state of Ohio (without regard to the conflict of laws or principles of such states); (b) Jury Trial. YOU EXPRESSLY WAIVE TRIAL BY JURY AS TO ALL ISSUES ARISING OUT OF OR RELATED TO THIS AGREEMENT; (c) Entire Agreement. This Agreement constitutes the entire agreement between the parties with regards to the Services herein and supersedes all prior agreements, proposals or negotiations, whether oral or written regarding the Services set forth herein; (d) Enforceability. If any provision of this Agreement is unenforceable, illegal or invalid, the remaining provisions will remain in full force and effect; (e) Amendments. This Agreement may not be amended or modified except by a writing signed by the parties; provided You agree that we are authorized, without notice to You, to supply missing information or correct obvious errors provided that such change does not materially alter Your obligations; (f) Force Majeure. Company shall not be responsible for delays or inability to provide Services caused directly or indirectly by strikes, accidents, climate conditions, parts availability, unsafe travel conditions, or other reasons beyond our control; (g) Company has the right to modify/correct any clerical errors.

CUSTOMER APPROVAL

☐ We elect not to take the maintenance agreement at this time

Signature: X

Print Name: Andy White

Title: City Manager

Date: _____

MTBT Service Manager Acceptance:

X

Date: _____

RETURNED EQUIPMENT SCHEDULE

CUSTOMER		Customer No.:		REASON FOR RETURN	
Customer: CITY OF HURON				<input type="checkbox"/> Own/Trade In**	
Department/Division: Finance Department					MODEL SERIAL NO
PO Box:				<input type="checkbox"/> Bought	
Street: 417 Main St.				<input type="checkbox"/> Disposal**	
City: Huron State: OH ZIP: 44839				<input type="checkbox"/> Returned to following lease company:	
Phone: (419) 433-5000 Fax:				Lease No.	
Contact: Cory Swaisgood				Lease Expiration Date	
Email: cory.swaisgood@huronohio.us					
Return Instructions YES					

Customer is responsible for all return instructions being forwarded to MT Business Technologies, Inc. for return of equipment to appropriate lease company.

Customer is responsible for all late charges if equipment is returned late.

SITE SURVEY	Dock: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Elevator: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Hours of Operation	Pick Up Date: _____
	Steps: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	How Many? 0	8:00-4:00	Time: _____


EQUIPMENT	
MAKE/MODEL/ACCESSORIES/SUPPLIES*	SERIAL NO
RICOH MP4002SP	W524L700805
	ENDING METER

*Credit issued only for full boxes if staples that are returned.

Returned Equipment is: Rental

**Customer certifies the above equipment is clear of balances resulting from purchases, leasing, or service issues and is being turned over to MT Business Technologies, Inc. for Proper Disposal. The above meter reading is the final meter reading for CANCELLATION & BILLING of the service contract. This does not relieve the aforementioned customer of any monies owed to MT Business Technologies, Inc. or its affiliates.

This Equipment Schedule is hereby verified as correct by the undersigned Customer, who acknowledges receipt of a copy.

Andy White		City Manager
CUSTOMER	SIGNATURE	TITLE
		DATED

RETURNED EQUIPMENT SCHEDULE

CUSTOMER	Customer No.:		REASON FOR RETURN
Customer: CITY OF HURON		<input type="checkbox"/> Own/Trade In**	
Department/Division: Parks and Recreation Department		MODEL SERIAL NO	
PO Box:		<input type="checkbox"/> Bought	
Street: 110 Wall St.		<input type="checkbox"/> Disposal**	
City: Huron State: OH ZIP: 44839		<input type="checkbox"/> Returned to following lease company:	
Phone: (419) 433-5000 Fax:		Lease No.	
Contact: Cory Swaisgood		Lease Expiration Date	
Email: cory.swaisgood@huronohio.us			
Return Instructions YES			

Customer is responsible for all return instructions being forwarded to MT Business Technologies, Inc. for return of equipment to appropriate lease company.

Customer is responsible for all late charges if equipment is returned late.

SITE SURVEY	Dock: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Elevator: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Hours of Operation	Pick Up Date:
	Steps: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	How Many? 0	8:00-4:00	Time:


EQUIPMENT	MAKE/MODEL/ACCESSORIES/SUPPLIES*	SERIAL NO.	ENDING METER
	RICOH MP C2551	V9815700209	

*Credit issued only for full boxes if staples that are returned.

Returned Equipment is: Rental

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Andy White		City Manager
CUSTOMER	SIGNATURE	TITLE
		DATED

RETURNED EQUIPMENT SCHEDULE

CUSTOMER		Customer No.:	REASON FOR RETURN	
Customer: CITY OF HURON			<input type="checkbox"/> Own/Trade In**	MODEL SERIAL NO.
Department/Division: Police Department			Bought	
PO Box:			<input type="checkbox"/> Disposal**	
Street: 417 Main St.			<input type="checkbox"/> Returned to following lease company:	
City: Huron State: OH ZIP: 44839			Lease No.	
Phone: (419) 433-5000 Fax:			Lease Expiration Date	
Contact: Cory Swaisgood				
Email: cory.swaisgood@huronohio.us				
Return Instructions YES				

Customer is responsible for all return instructions being forwarded to MT Business Technologies, Inc. for return of equipment to appropriate lease company.

Customer is responsible for all late charges if equipment is returned late.

SITE SURVEY	Dock: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Elevator: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Hours of Operation	Pick Up Date: _____
	Steps: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	How Many? 0	8:00-4:00	Time: _____


EQUIPMENT		SERIAL NO.	ENDING METER
MAKE/MODEL/ACCESSORIES/SUPPLIES*			
RICOH MP C2503		E214M860682	

*Credit issued only for full boxes if staples that are returned.

Returned Equipment is: Rental

**Customer certifies the above equipment is clear of balances resulting from purchases, leasing, or service issues and is being turned over to MT Business Technologies, Inc. for Proper Disposal. The above meter reading is the final meter reading for CANCELLATION & BILLING of the service contract. This does not relieve the aforementioned customer of any monies owed to MT Business Technologies, Inc. or its affiliates.

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Andy White		City Manager
CUSTOMER	SIGNATURE	TITLE
		DATED

RETURNED EQUIPMENT SCHEDULE

CUSTOMER	Customer No.:		REASON FOR RETURN
Customer: CITY OF HURON			<input type="checkbox"/> Own/Trade In**
Department/Division: City Manager's Office			<input type="checkbox"/> Bought
PO Box:			<input type="checkbox"/> Disposal**
Street: 417 Main St.			<input type="checkbox"/> Returned to following lease company:
City: Huron State: OH ZIP: 44839			Lease No.
Phone: (419) 433-5000 Fax:			Lease Expiration Date
Contact: Cory Swaisgood			
Email: cory.swaisgood@huronohio.us			
Return Instructions YES			

Customer is responsible for all return instructions being forwarded to MT Business Technologies, Inc. for return of equipment to appropriate lease company.

Customer is responsible for all late charges if equipment is returned late.

SITE SURVEY	Dock: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Elevator: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Hours of Operation	Pick Up Date:
	Steps: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	How Many? 0	8:00-4:00	Time:


EQUIPMENT		
MAKE/MODEL/ACCESSORIES/SUPPLIES*	SERIAL NO.	ENDING METER
RICOH MP C2551	V9815700205	

*Credit issued only for full boxes if staples that are returned.

Returned Equipment is: Rental

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Andy White		City Manager
CUSTOMER	SIGNATURE	TITLE
		DATED

RETURNED EQUIPMENT SCHEDULE

CUSTOMER	Customer No.:		REASON FOR RETURN
Customer: CITY OF HURON		<input type="checkbox"/> Own/Trade In**	
Department/Division: Huron City Boat Basin		MODEL SERIAL NO	
PO Box:		<input type="checkbox"/> Bought	
Street: 330 N Main St.		<input type="checkbox"/> Disposal**	
City: Huron State: OH ZIP: 44839		<input type="checkbox"/> Returned to following lease company:	
Phone: (419) 433-5000 Fax:		Lease No.	
Contact: Cory Swaisgood		Lease Expiration Date	
Email: cory.swaisgood@huronohio.us			
Return Instructions YES			

Customer is responsible for all return instructions being forwarded to MT Business Technologies, Inc. for return of equipment to appropriate lease company.

Customer is responsible for all late charges if equipment is returned late

SITE SURVEY	Dock: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Elevator: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Hours of Operation	Pick Up Date:
	Steps: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	How Many? 0	8:00-4:00	Time:


EQUIPMENT	MAKE/MODEL/ACCESSORIES/SUPPLIES*	SERIAL NO.	ENDING METER
	RICOH MP201SPF	W3019306654	

*Credit issued only for full boxes if staples that are returned.

Returned Equipment is: Rental

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Andy White		City Manager	
CUSTOMER	SIGNATURE	TITLE	DATED



Ohio Department of
TAXATION
STEC-B
Rev. 3/15/04

Sales and Use Tax Blanket Exemption Certificate

The purchaser hereby claims exception or exemption on all purchase of tangible personal property and selected services made under this certificate from:

MT Business Holdings, Inc.

(vendor's name)

and certifies that the claim is based upon the purchaser's proposed use of the items or services, the activity of the purchase, or both, as shown hereon:

Government

Purchaser must state a valid reason for claiming exception or exemption.

CITY OF HURON

Purchaser's name

417 Main St

Street address

Huron

OH

44839

City, state, Zip code

State Zip

X

Signature

Title

Date signed

Tax ID 34 - 6400671

Vendor's license number, if any

Vendors of motor vehicles, titled watercraft and titled outboard motors may use this certificate to purchase these items under the "resale" exception. Otherwise, purchaser must comply with either rule 5703-9-10 or 5703-9-25 of the Administrative Code.

This certificate cannot be used by construction contractors to purchase material for incorporation into real property under an exempt construction contract. Construction contractors must comply with rule 5703-9-14 of the Administrative Code.