
**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: BRENT EICHELBERGER, VILLAGE ADMINISTRATOR
ALISON MURPHY, ASSISTANT TO THE VILLAGE
ADMINISTRATOR/VILLAGE CLERK
SUBJECT: RESOLUTION: AUTHORIZING EXECUTION OF COPIER
LEASE AGREEMENT WITH KONICA MINOLTA
AGENDA: SEPTEMBER 6, 2022 REGULAR BOARD MEETING
DATE: AUGUST 19, 2022

ISSUE

Should the Village approve the lease of one (1) copier with Konica Minolta for the new Administration and Finance Department offices at 160 S. Municipal Drive.

DISCUSSION

As the Village prepares to relocate the Administration and Finance Department offices to 160 S. Municipal Drive, staff determined that an additional copier would be needed to allow for the current Admin/Finance copier to be left in place for use by the east side of the Police Department. Staff contacted our current copier provider, Konica Minolta for a quote to (a) add an additional copier to our current lease set to expire in August 2024 and (b) have a new 60 month lease for the new copier. The 60 month term is an industry standard. The cost to add the copier to our current contract was almost double the monthly fee of a new 60 month lease (\$416,23/month vs. \$212.84). Due to the significant cost savings, staff recommends approving the new 60 month lease.

COST

The monthly lease amount is \$212.84, with additional costs for copy charges which varies month to month.

RECOMMENDATION

That the Board approve a resolution authorizing entering into a 60 month copier lease with Konica Minolta for one (1) Bizhub C450i copier for a monthly lease amount of \$212.84, with additional costs for copy charges, which varies month to month.



RESOLUTION NO. 20220906A

**RESOLUTION AUTHORIZING EXECUTION OF COPIER LEASE AGREEMENT
WITH KONICA MINOLTA**

WHEREAS, the Village of Sugar Grove Board of Trustees finds that it is in the best interest of the Village to lease one (1) copier for the new Administration and Finance Department offices at 160 S. Municipal Drive; and

WHEREAS, the Village of Sugar Grove Board of Trustees find that it is in the best interest of the Village to enter into a lease agreement with Konica Minolta; and

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois as follows:

That attached hereto and incorporated herein by reference as Exhibit A is a lease agreement between Konica Minolta and the Village of Sugar Grove for the provision of one (1) copier for a lease period of 60 months. The Village Administrator and Village Clerk are hereby authorized to execute said agreement on behalf of the Village and to take such further actions as are necessary to fulfill the terms of said agreement.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, on this 6th day of September, 2022.

Jennifer Konen, President of the Board of Trustees of the
Village of Sugar Grove, Kane County, Illinois

	Aye	Nay	Absent	Abstain
Trustee Matthew Bonnie	_____	_____	_____	_____
Trustee Sean Herron	_____	_____	_____	_____
Trustee Heidi Lendi	_____	_____	_____	_____
Trustee Michael Schomas	_____	_____	_____	_____
Trustee Ryan Walter	_____	_____	_____	_____
Trustee James F. White	_____	_____	_____	_____

ATTEST: _____
Alison Murphy
Clerk, Village of Sugar Grove

For office use only (Check one): ☒ Branch ☐ WindsorS00639108
08/22/22 10:22 AM

KONICA MINOLTA

Premier Advantage Agreement

APPLICATION NUMBER

AGREEMENT NUMBER

This Premier Advantage Agreement ("Agreement") is written in "Plain English". The words **you** and **your**, refer to the customer (and its guarantors). The words **Lessor**, **we**, **us** and **our**, refer to **Konica Minolta Premier Finance, a program of Konica Minolta Business Solutions U.S.A., Inc., its subsidiaries and affiliates.** (Supplier)

CUSTOMER INFORMATION

FULL LEGAL NAME VILLAGE OF SUGAR GROVE			STREET ADDRESS 10 MUNICIPAL DR	
CITY SUGAR GROVE	STATE IL	ZIP 60554	PHONE* 630 391 7207	FAX
BILLING NAME (IF DIFFERENT FROM ABOVE)			BILLING STREET ADDRESS	
CITY	STATE	ZIP	E-MAIL AMURPHY@SUGARGROVEIL.GOV	
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)				

*By providing a telephone number for a cellular phone or other wireless device, you are expressly consenting to receiving communications (for NON-marketing or solicitation purposes) at that number, including, but not limited to, pre-recorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from Lessor and its affiliates and agents. This Express Consent applies to each such telephone number that you provide to us now or in the future and permits such calls. These calls and messages may incur access fees from your cellular provider.

CUSTOMER ONE GUARANTEE

The Konica Minolta equipment leased in this Agreement is covered under Konica Minolta's Customer One Guarantee. A copy of the Guarantee can be obtained at your local branch or <http://kmbs.konicaminolta.us/CustomerOne>



Make/Model/Accessories (including Software Description and Supplier / Licensor if applicable)	Asset Invoice Information	Serial Number	Start Meter Read(s)
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1 - BIZHUB C450I

☐ See attached 'Schedule A' for additional Equipment / Accessories / Software

TERM AND PAYMENT SCHEDULE

TERM IN MONTHS 60	# of payments 60	Payment Frequency <input type="checkbox"/> Quarterly <input checked="" type="checkbox"/> Monthly	Payment Amount (plus applicable taxes) \$ 212.84	Advance Payment (plus applicable taxes) \$
Payment includes 1000 B&W pages per month		Overages billed MONTHLY at \$ 0.00650 per B&W page		
Payment includes 500 Color pages per month		Overages billed MONTHLY at \$ 0.05500 per Color page		

☐ See attached Pool Billing Schedule

END OF LEASE OPTIONS: You will have the following options at the end of the original term, provided the Lease has not terminated early and no event of default under the Lease has occurred and is continuing. 1. Purchase the Equipment for the Fair Market Value as determined by us. 2. Renew the Lease per paragraph 1 (on reverse). 3. Return Equipment as provided in Paragraph 6 (on reverse).

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT: THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

LESSOR ACCEPTANCE

Konica Minolta Premier Finance			
LESSOR	AUTHORIZED SIGNER	TITLE	DATED

CUSTOMER ACCEPTANCE

VILLAGE OF SUGAR GROVE	X	
FULL LEGAL NAME OF CUSTOMER (as referenced above)	AUTHORIZED SIGNER	DATED

FEDERAL TAX I.D. #

PRINT NAME

TITLE

CONTINUING GUARANTEE

As additional inducement for us, Konica Minolta Premier Finance to enter into the Agreement, the undersigned ("you") unconditionally, jointly and severally, personally guarantees that the customer will make all payments and meet all obligations required under this Agreement and any supplements fully and promptly. You agree that we may make other arrangements including compromise or settlement with you and you waive all defenses and notice of those changes and presentment, demand, and protest and will remain responsible for the payment and obligations of this Agreement. We do not have to notify you if the customer is in default. If the customer defaults, you will immediately pay in accordance with the default provision of the Agreement all sums due under the terms of the Agreement and will perform all the obligations of the Agreement. If it is necessary for us to proceed legally to enforce this guarantee, you expressly consent to the jurisdiction of the court set out in paragraph 14 and agree to pay all costs, including attorney's fees incurred in enforcement of this guarantee. It is not necessary for us to proceed first against you before enforcing this guarantee. By signing this guarantee, you authorize us to obtain credit bureau reports for credit and collection purposes.

X

PRINT NAME OF GUARANTOR

SIGNATURE (NO TITLES)

DATED

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 is, when you open an account, we will ask for your name, address and other information that will allow us to identify you; we may also ask to see identifying documents.

See reverse side for additional terms and conditions

KMPF0005 – US 07/01/22

1. **LEASE AGREEMENT:** You agree to lease from us the personal property described under "MAKE/MODEL/ACCESSORIES" and as modified by supplements to this Agreement from time to time signed by you and us (such as repairs, substitutions, replacements, repairs and additions referred to as "Equipment") for business purposes only. In the event that the Equipment you selected is unavailable or cannot be supplied by the Supplier, you agree that we can substitute or upgrade your selection to equipment of equal or greater quality, function, and value, as determined by Supplier in its sole discretion, at no additional cost to you, and you agree to accept such substitution or upgrade upon delivery. To the extent the Equipment includes intangible property or associated services such as periodic software licenses and prepaid database subscription rights, such property shall be referred to as the "Software". You agree to all of the terms and conditions contained in this Agreement and any Schedule, which together are a complete statement of our Agreement regarding the listed equipment ("Agreement") and supersedes all other writings, communications, understandings, agreements, any purchase order and any solicitation documents and related documents. This Agreement may be modified only by written Agreement and not by course of performance. This Agreement becomes valid upon execution by or for us. The Equipment is deemed accepted by you under this Agreement unless you notify us within three (3) days of delivery that you do not accept the Equipment and specify the defect or malfunction. In that event, at our sole option, we or our designee will replace the defective item of Equipment or this Agreement will be canceled and we or our designee will repossess the Equipment. You agree that, upon our request, you will sign and deliver to us, a delivery and acceptance certificate confirming your acceptance of the Equipment leased to you. The "Billing Date" of this Agreement will be the twentieth (20th) day or an alternative agreed upon date following installation. You agree to pay a prorated amount of 1/30th of the monthly payment terms the number of days between the installation date and the Billing Date. This Agreement will continue from the Billing Date for the Term shown and will be extended automatically for successive one (1) month terms unless you (a) send us written notice, between ninety (90) days and one hundred fifty (150) days before the end of the initial term or at least 30 days before the end of any renewal term that you want to purchase or return the Equipment, and you timely purchase or return the Equipment. Leases with \$1.00 purchase options will not be renewed. The periodic renewal payment has been set by mutual agreement and is not based on the cost of any component of this lease. THE BASE RENTAL PAYMENT SHALL BE ADJUSTED PROPORTIONATELY UPWARD OR DOWNWARD, IF THE ACTUAL COST OF THE EQUIPMENT EXCEEDS OR IS LESS THAN THE ESTIMATE PROVIDED TO LESSEE. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others. You authorize us to insert or correct missing information on this lease including your proper legal name, serial numbers, other numbers describing the Equipment and other omitted factual matters. You agree to provide updated annual and/or quarterly financial statements to us upon request. You authorize us or our agent to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignee or third parties having an economic interest in this Agreement or the Equipment.

2. **RENT:** Rent will be payable in installments, each in the amount of the Monthly Payment (or other periodic payment) shown plus any applicable sales, use and property tax. If we pay any tax on your behalf, you agree to reimburse us promptly along with a processing fee. Subsequent rent installments will be payable on the first day of each rental payment period shown beginning after the first rental payment period or as otherwise agreed. We will have the right to apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. Your obligation to make all Monthly Payments (or other periodic payment) hereunder is absolute and unconditional and you cannot withhold or offset against any Monthly Payments (or other periodic payment) for any reason. You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wires only. You also agree cash and cash equivalents are not acceptable forms of payment for this Agreement and that you will not remit such forms of payment to us. **WE BOTH INTEND TO COMPLY WITH ALL APPLICABLE LAWS. IF IT IS DETERMINED THAT YOUR PAYMENTS UNDER THIS AGREEMENT RESULT IN AN INTEREST PAYMENT HIGHER THAN ALLOWED BY APPLICABLE LAW, THEN ANY EXCESS INTEREST COLLECTED WILL BE APPLIED TO AMOUNTS THAT ARE LAWFULLY DUE AND OWING UNDER THIS AGREEMENT OR WILL BE REFUNDED TO YOU. IN NO EVENT WILL YOU BE REQUIRED TO PAY ANY AMOUNTS IN EXCESS OF THE LEGAL AMOUNT.**

3. **MAINTENANCE AND SUPPLIES:** The charges established by this Agreement include payment for the use of the designated Equipment and accessories, maintenance by Supplier including inspection, adjustment, parts replacement, drums and cleaning material required for the proper operation, as well as toner, developer, copy cartridges and pm kits. All supplies are the property of Supplier until used. If your use of supplies exceeds the typical use pattern (as determined solely by Supplier) for these items by more than 10%, or should Supplier, in its sole discretion, determine that Supplies are being abused in any fashion, you agree to pay for such improper or excess use. Paper must be separately purchased by you. A page is defined as one meter click and varies by page size as follows: 8.5"x11" = 1 click, 11"x17" = 2 clicks, 18"x27" = 3 clicks, 27"x36" = 4 clicks and 36"x47" = 5 clicks. You agree to provide Supplier free and clear access to the equipment and Supplier will provide labor or routine, remedial and preventive maintenance service as well as remedial parts. All part replacements shall be on an exchange basis with new or refurbished items. Emergency service calls will be performed at no extra charge during normal business hours (defined as 8:30am to 5:00pm, Monday through Friday, exclusive of holidays observed by Supplier). Overtime charges, at Supplier's current rates, will be charged for all service calls outside normal business hours. Supplier will not be obligated to provide service or repairs in the event of misuse or casualty and will charge you separately if such repairs are made. If necessary, the service and supply portion of this Agreement may be assigned. We may charge you a Supply Freight Fee to cover our costs of shipping supplies to you. You acknowledge that (a) the Supplier (and not Lessor or its assignees) is the sole party responsible for any service, repair or maintenance of the Equipment and (b) the Supplier (not Lessor or its assignees) is the party to any service maintenance agreement.

4. **OWNERSHIP OF EQUIPMENT:** We are the owner of the Equipment and have sole title (unless you have a \$1.00 purchase option) to the Equipment (excluding Software). You agree to keep the Equipment free and clear of all liens and claims. You are solely responsible for removing any data that may reside in the Equipment you return, including but not limited to, hard drives, disk drives or any other form of memory.

5. **WARRANTY DISCLAIMER: WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS".** You acknowledge that none of Supplier or their representatives are our agents and none of them are authorized to modify the terms of this Agreement. No representation or warranty of Supplier with respect to the Equipment will bind us, nor will any breach thereof relieve you of any of your obligations hereunder. You are aware of the name of the manufacturer or supplier of each item of Equipment and you will contact the manufacturer or supplier for a description of your warranty rights. You hereby acknowledge and confirm that you have not received any tax, financial, accounting or legal advice from us, the manufacturer or Supplier of the Equipment. **THIS AGREEMENT CONSTITUTES A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.** You agree that the Customer One Guarantee is a separate and independent obligation of Supplier to you, that no assignee of the Lessor shall have any obligation to you with respect to the Guarantee and that your obligations under this Agreement are not subject to setoff, withholding, reduction, counterclaim or defense for any reason whatsoever including, without limitation, any claim you may have against Supplier with respect to the Customer One Guarantee.

6. **LOCATION OF EQUIPMENT:** You will keep and use the Equipment only at your address shown above and you agree not to move it unless we agree to it. At the end of the Agreement's term, if you do not purchase the Equipment, you will return the Equipment to a location we specify at your expense, in retail resalable condition (normal wear and tear acceptable), full working order, and in complete repair.

7. **LOSS OR DAMAGE:** You are responsible for the risk of loss or for any destruction of or damage to the Equipment. No such loss or damage relieves you from the payment obligations under this Agreement. You agree to promptly notify us in writing of any loss or damage and you will then pay to us the present value of the total of all unpaid Monthly Payments (or other periodic payments shown) for the full Agreement term plus the estimated fair market value of the Equipment at the end of the originally scheduled term, all discounted at four percent (4%) per year. Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney in fact to execute in your name any insurance drafts or checks issued due to loss or damage to the Equipment.

8. **COLLATERAL PROTECTION AND 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 (i) 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, (a) to obtain insurance covering our interest (and only our interest) in the Equipment for the lease term, and renewals and (i) any insurance we obtain will not insure you against third party or liability claims and may be cancelled by us at any time, (ii) you will be required to pay us an additional amount each month for the insurance premium and an administrative fee, (iii) the cost may be more than the cost of obtaining your own insurance, (iv) you agree that we, or one of our affiliates, may make a profit in connection with the insurance we obtain, (v) you agree to cooperate with us, our insurer and our agent in the placement of coverage and with claims; or (b) we may waive the insurance requirement and charge you a monthly property damage surcharge in the amount of .0035 of the original equipment cost to cover our credit risk, administrative costs and other costs, as would be further described on a letter from us to you and on which we may make a profit. If you later provide evidence that you have obtained acceptable insurance, we will cancel the insurance we obtained or cease charging the surcharge.

9. **INDEMNITY:** We are not responsible for any loss or injuries caused by the installation or use of the Equipment. You agree to hold us harmless and reimburse us for loss and to defend us against any claim for losses or injury or death caused by the Equipment. We reserve the right to control the defense and to select or approve defense counsel. This indemnity survives the expiration or termination of this Agreement.

10. **TAXES AND FEES:** You agree to pay when invoiced all taxes (including personal property tax, fines and penalties) and fees relating to this Agreement or the Equipment. You agree to (a) reimburse us for all personal property taxes which we are required to pay as Owner of the Equipment or to remit to us each month our estimate of the monthly equivalent of the annual property taxes to be assessed. If you do not have a \$1.00 purchase option, we will file all personal property, use or other tax returns and you agree to pay us a processing fee for making such filings. You agree to pay us up to \$125.00 on the date the first payment is due as an origination fee. We reserve the right to charge a fee upon termination of this Agreement either by trade-up, buy-out or default. Any fee charged under this Agreement may include a profit and is subject to applicable taxes.

11. **ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT.** We may sell, assign, or transfer this Agreement and/or the Equipment without notice. You agree that if we sell, assign, or transfer this Agreement and/or the Equipment, the new lessor will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the rights of the new Lessor will not be subject to any claims, defenses, or set offs that you may have against us whether or not you are notified of such assignment. The cost of any Equipment, Software, services and other elements of this Agreement has been negotiated between you and the Supplier. None of Lessor's assignees will independently verify any such costs. Lessor's assignees will be providing funding based on the payment you have negotiated with Supplier. You are responsible for determining your accounting treatment of the appropriate tax, legal, financial and accounting components of this Agreement.

12. **DEFAULT AND REMEDIES:** If (a) you do not pay any lease payment or other sum due to us or other party when due or (b) if you break any of your promises in the Agreement or any other Agreement with us or (c) if you, or any guarantor of your obligations become insolvent or commence bankruptcy or receivership proceedings or have such proceedings commenced against you, you will be in default. If any part of a payment is more than three (3) days late, you agree to pay a late charge of ten percent (10%) of the payment which is late or if less, the maximum charge allowed by law. If you are ever in default, we may do any one or all of the following: (a) instruct Supplier to withhold service, parts and supplies and /or void the Customer One Guarantee; (b) terminate or cancel this Agreement and require that you pay, AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY, the sum of: (i) all past due and current Monthly Payments (or other periodic payments) and charges; (ii) the present value of all remaining Monthly Payments (or other periodic payments) and charges, discounted at the rate of four percent (4%) per annum (or the lowest rate permitted by law, whichever is higher); and (iii) the present value (at the same discount rate as specified in clause (ii) above) of the amount of any purchase option with respect to the Equipment or, if none is specified, our anticipated value of the Equipment at the end of the term of this Agreement (or any renewal thereof); and (c) require you to return the Equipment to us to a location designated by us (and with respect to any Software, (i) immediately terminate your right to use the Software including the disabling (on-site or by remote communication) of any Software; (ii) demand the immediate return and obtain possession of the Software and re-license the Software at a public or private sale; and/or (iii) cause the Software supplier to terminate the Software license, support and other services under the Software license). We may recover interest on any unpaid balance at the rate of four percent (4%) per annum but in no event more than the lawful maximum rate. We may also use any of the remedies available to us under Article 2A of the Uniform Commercial Code as enacted in the State of Lessor or its Assignee or any other law. You agree to pay our reasonable costs of collection and enforcement, including but not limited to attorney's fees and actual court costs relating to any claim arising under this Agreement including, but not limited to, any legal action or referral for collection. If we have to take possession of the Equipment, you agree to pay the cost of repossession. The net proceeds of the sale of any repossessed Equipment will be credited against what you owe us. **YOU AGREE THAT WE WILL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL INDIRECT OR INCIDENTAL DAMAGES FOR ANY REASON WHATSOEVER.** You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. All of our rights are cumulative. It is further agreed that your rights and remedies are governed exclusively by this Agreement and you waive lessee's rights under Article 2A (508-522) of the UCC.

13. **UCC FILINGS:** You grant us a security interest in the Equipment if this Agreement is deemed a secured transaction and you authorize us to record a UCC-1 financing statement or similar instrument in order to show our interest in the Equipment.

14. **CONSENT TO LAW, JURISDICTION, AND VENUE:** This Agreement shall be deemed fully executed and performed in the state of Lessor or its Assignee's principal place of business and shall be governed by and construed in accordance with its laws. If the Lessor or its Assignee shall bring any judicial proceeding in relation to any matter arising under the Agreement, the Customer irrevocably agrees that any such matter may be adjudged or determined in any court or courts in the state of the Lessor or its Assignee's principal place of business, or in any court or courts in Customer's state of residence, or in any other court having jurisdiction over the Customer or assets of the Customer, all at the sole election of the Lessor. The Customer hereby irrevocably submits generally and unconditionally to the jurisdiction of any such court so elected by Lessor in relation to such matters. **BOTH PARTIES WAIVE TRIAL BY JURY IN ANY ACTION BETWEEN US.**

15. **LESSEE GUARANTEE:** You agree, upon our request, to submit the original of this Agreement and any schedules to the Lessor via overnight courier the same day of the facsimile or other electronic transmission of the signed Agreement and such schedules. Both parties agree that this Agreement and any schedules signed by you, whether manually or electronically, and submitted to us by facsimile or other electronic transmission shall, upon execution by us (manually or electronically, as applicable), be binding upon the parties. This lease may be executed in counterparts and any facsimile, photographic and/or other electronic transmission of this lease which has been manually or electronically signed by you when manually or electronically countersigned by us or attached to our original signature counterpart and/or in our possession shall constitute the sole original chattel paper as defined in the UCC for all purposes (including any enforcement action under paragraph 12) and will be admissible as legal evidence thereof. Both parties waive the right to challenge in court the authenticity of a faxed, photographic, or other electronically transmitted or electronically signed copy of this Agreement and any schedule.

16. **OVERAGES AND COST ADJUSTMENTS:** You agree to comply with any billing procedures designated by us, including notifying us of the meter reading on the Billing Date. If meter readings are not received, we reserve the right to estimate your usage and bill you for that amount. At the end of the first year of this Agreement and once each successive twelve month period, we may increase your payment, and the per page charge over the pages included (Overage) (if applicable) by a maximum of fifteen percent (15%) of the existing charge, or if less, the maximum amount permitted by applicable law. We may bill you a per page charge for all pages produced between the date of your final invoice and the date when you satisfy your obligations under this Agreement and either purchase or return the equipment to us. Notwithstanding anything herein to the contrary, for pools designated as "One Rate" pools, escalations within the original Agreement term and Supply Freight Fees do not apply nor are meter readings required. All Agreements are subject to escalation in any renewal period.

17. **COMPUTER SOFTWARE:** Notwithstanding any other terms and conditions of this Agreement, you agree that as to Software only: a) We have not had, do not have, nor will have any title to such Software, b) You have executed or will execute a separate software license Agreement and we are not a party to and have no responsibilities whatsoever in regards to such license Agreement, c) You have selected such Software and as per Agreement paragraph 5, **WE MAKE NO WARRANTIES OF MERCHANTABILITY, DATA ACCURACY, SYSTEM INTEGRATION OR FITNESS FOR USE AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR THE FUNCTION OR DEFECTIVE NATURE OF SUCH SOFTWARE, SYSTEMS INTEGRATION, OR OTHERWISE IN REGARDS TO SUCH SOFTWARE. CUSTOMER'S LEASE PAYMENTS AND OTHER OBLIGATIONS UNDER THIS LEASE AGREEMENT SHALL IN NO WAY BE DIMINISHED ON ACCOUNT OF OR IN ANY WAY RELATED TO THE ABOVE SAID SOFTWARE LICENSE AGREEMENT OF FAILURE IN ANY WAY OF THE SOFTWARE.**

Order Agreement

Check Applicable Box

☐ Purchase

☒ Lease

☐ **Other:**

INVOICE TO Account #		SOLD TO Account # SO 0000157756		SHIP TO Account #	
Legal Name KONICA MINOLTA PREMIER FINANCE		Legal Name VILLAGE OF SUGAR GROVE		Legal Name VILLAGE OF SUGAR GROVE	
Attn Line 1		Attn Line 1		Attn Line 1 ALISON MURPHY	
Attn Line 2		Attn Line 2		Attn Line 2	
Street Address 1310 MADRID ST STE 101		Street Address 10 MUNICIPAL DR		Street Address 160 MUNICIPAL DR	
City MARSHALL State MN Zip 56258		City SUGAR GROVE State IL Zip 60554		City SUGAR GROVE State IL Zip 60554	
Tax Exempt <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (Copy Required)		Tax Exempt # XXX		P.O. Expiration Date	
P.O. Required <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Copy Required)		P.O. #		P.O. Expiration Date	
Payment Terms: SEE LEASE		<input type="checkbox"/> Yes, I want to pay by Credit Card. Please provide contact name/phone below. <input type="checkbox"/> Pay in Full (including applicable tax) <input type="checkbox"/> Partial Payment, Amount \$ Contact Name: Phone:		Check Amount Check #	
Requested Delivery Date: SEE ATTACHED		Maintenance Contract <input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Declined			
QTY	MATERIAL #	MATERIAL DESCRIPTION	SERIAL NUMBER	PRICE EACH	EXTENDED
1	AA7R011	BIZHUB C450I			
1	7670525507	MFP DELIVERY CHARGE - LEVEL TWO			
1	7640018094	BASIC NETWORK SERVICE - BNS04			
1	AAV5WY8	PC-216 CABINET			
1	ACV0WY1	OT-513 OUTPUT TRAY			
1	A883012	FK-514 FAX KIT (1ST & 2ND LINE)			
QTY	MATERIAL #	SUPPLY - MATERIAL DESCRIPTION	PRICE EACH	EXTENDED	
1	ACV1430	TN626C CYAN TONER (YIELD: 28K)	N/A		
1	ACV1130	TN626K BLACK TONER (YIELD: 28K)	N/A		
1	ACV1330	TN626M MAGENTA TONER (YIELD: 28K)	N/A		
1	ACV1230	TN626Y YELLOW TONER (YIELD: 28K)	N/A		
			N/A		
			N/A		
ADDITIONAL CHARGES				Additional Charges	
<input type="checkbox"/> Network <input type="checkbox"/> Removal <input type="checkbox"/> Other				TOTAL	
				(TOTAL is exclusive of applicable taxes)	
PICK-UP		Requested Removal Date: 08/31/2022			
QTY	MATERIAL #	MATERIAL DESCRIPTION	SERIAL NUMBER		
COMMENTS					

Order Package Acceptance Agreement

Customer Name/Address:

VILLAGE OF SUGAR GROVE
10 MUNICIPAL DR
SUGAR GROVE, IL 60554

Customer's signature below constitutes Customer's acceptance of the preceding forms in this Order Package (as identified by Order Package ID S00639108 time stamped 08/22/22 10:22 AM).

KMBS assumes no responsibility to pick-up, return to any party, and/or resolve any financial obligations on any existing Customer equipment except as specifically stated in this Agreement or separately executed form.

Not binding on KMBS until signed by KMBS Manager.

Authorized Customer Representative

Name: _____
(Please Print)

Signature: _____

Title: _____

Date: _____

KMBS Representative

Name: _____
(Please Print)

Signature: _____

Date: _____

KMBS Manager

Name: _____
(Please Print)

Signature: _____

Date: _____