

ORDINANCE NO. 55-24

**AN ORDINANCE AUTHORIZING THE MEDINA MUNICIPAL COURT TO EXECUTE
A LEASE AGREEMENT WITH LAKE BUSINESS PRODUCTS FOR THE LEASE OF
TWO CANNON IMAGE RUNNER PRINTERS.**

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEDINA, OHIO:

- SEC. 1:** That the Medina Municipal Court is hereby authorized to execute a Lease Agreement with Lake Business Products for the 60-month lease of two Cannon Image Runner desk printers, including maintenance, for the Medina Municipal Court.
- SEC. 2:** That in accordance with Ohio Revised Code §5705.41(D), at the time that the contract or order was made and at the time of execution of the Finance Director's certificate, sufficient funds were available or in the process of collection, to the credit of a proper fund, properly appropriated and free from any previous encumbrance.
- SEC. 3:** That a copy of the Lease Agreement is marked Exhibit A, attached hereto and incorporated herein.
- SEC. 4:** That the funds to cover this agreement in the estimated amount of \$23,438.40/year, are available in Account No. 001-0705-53321.
- SEC. 5:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 6:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: March 11, 2024

SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton
Clerk of Council

APPROVED: March 12, 2024

SIGNED: Dennis Hanwell
Mayor



Customer Care Agreement

APPLICATION NO.

Ord. 5524
AGREEMENT NO.

653 Miner Road • Highland Heights, OH 44143 • Phone: 440.953.1199 • Fax: 440.975.2278

The words "Lessee," "you" and "your" refer to Customer. The words "Lessor," "we," "us" and "our" refer to Lake Business Products, Inc.

CUSTOMER INFORMATION

Form with fields for FULL LEGAL NAME, STREET ADDRESS, CITY, STATE, ZIP, PHONE, FAX, BILLING NAME, BILLING STREET ADDRESS, CITY, STATE, ZIP, E-MAIL, and EQUIPMENT LOCATION.

EQUIPMENT DESCRIPTION

Table with columns: MAKE/MODEL/ACCESSORIES, SERIAL NO., STARTING METER, NOT FINANCED. Includes entries for Canon ImageRUNNER.

See attached Schedule A See attached Billing Schedule

TERM AND PAYMENT INFORMATION

Form with fields for number of payments, amount, security deposit, and overage charges for B&W clicks, color clicks, B&W prints, and color prints.

By signing here, you agree that maintenance and supplies are not included in this Agreement and Paragraph 14 shall not apply to this Agreement.

END OF TERM OPTION

You will have the following option, which you may exercise at the end of the term, provided that no event of default under this Agreement has occurred and is continuing.

Upon acceptance of the Equipment, THIS AGREEMENT IS NONCANCELABLE, IRREVOCABLE AND CANNOT BE TERMINATED.

LESSOR ACCEPTANCE

Form for Lessor Acceptance with fields for Lake Business Products, Inc., SIGNATURE, TITLE, and DATED.

CUSTOMER ACCEPTANCE

BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT ON THIS PAGE AND ON PAGE 2 ATTACHED HERETO.

Form for Customer Acceptance with fields for MEDINA MUNICIPAL COURT, SIGNATURE (Dennis Hanwell), TITLE (Mayor), DATED (March 12, 2024), FEDERAL TAX I.D. #, and PRINT NAME.

DELIVERY & ACCEPTANCE CERTIFICATE

You certify and acknowledge that all of the Equipment listed above: 1) has been received, installed and inspected; and 2) is fully operational and unconditionally accepted.

Form for Delivery & Acceptance Certificate with fields for MEDINA MUNICIPAL COURT, SIGNATURE, TITLE, ACCEPTANCE DATE, and PRINT NAME.

TERMS AND CONDITIONS

1. AGREEMENT: You agree to lease from us the goods, together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing.

2. **OWNERSHIP; PAYMENTS; TAXES AND FEES:** We own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain with Supplier thereof. You will pay all Payments, as adjusted, when due, without notice or demand and without abatement, set-off, counterclaim or deduction of any amount whatsoever. If any part of a Payment is more than 5 days late, you agree to pay a late charge equal to: (a) the higher of 10% of the Payment which is late or \$26.00, or (b) if less, the maximum charge allowed by law. The Payment may be adjusted proportionately upward or downward: (i) if the shipping charges or taxes differ from the estimate given to you; and/or (ii) to comply with the tax laws of the state in which the Equipment is located. You shall pay all applicable taxes, assessments and penalties related to this Agreement, whether levied or assessed on this Agreement, on us (except on our income) or you, or on the Equipment, its lease, sale, ownership, possession, use or operation. If we pay any taxes or other expenses that are owed hereunder, you agree to reimburse us when we request. You agree to pay us a yearly processing fee of up to \$50 for personal property taxes we pay related to the Equipment. You agree to pay us a fee of up to \$50 for filing and/or searching costs required under the Uniform Commercial Code ("UCC") or other laws. You agree to pay us an origination fee of up to \$125 for all closing costs. We may apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for insufficient funds, you will pay us a service charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. **EQUIPMENT; SECURITY INTEREST:** At your expense, you shall keep the Equipment: (i) in good repair, condition and working order, in compliance with applicable laws, ordinances and manufacturers' and regulatory standards; (ii) free and clear of all liens and claims; and (iii) at your address shown on page 1, and you agree not to move it unless we agree in writing. You grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement or any other agreement with us ("Other Agreements"), except amounts under Other Agreements which are secured by land and/or buildings. You authorize and ratify our filing of any financing statement(s) to show our interest. You will not change your name, state of organization, headquarters or residence without providing prior written notice to us. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. **INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against all risk, with us named as lender's loss payee, in an amount not less than the full replacement value of the Equipment until this Agreement is terminated. You also agree to maintain commercial general liability insurance with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. You will provide written notice to us within 10 days of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you do not provide us with acceptable evidence of property insurance within 30 days after the start of this Agreement, we may, at our sole discretion, do as provided in either (A) or (B) below: (A) We may secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. In addition, you agree to pay us our standard fees in connection with obtaining such insurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum. (B) We charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. **NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT.** We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, renting, manufacture, use, condition, inspection, removal, return or storage of the Equipment. All indemnities will survive the expiration or termination of this Agreement. You are responsible for any loss, theft, destruction or damage to the Equipment ("Loss"), regardless of cause, whether or not insured. You agree to promptly notify us in writing of any Loss. If a Loss occurs and we have not otherwise agreed in writing, you will promptly pay to us the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. Any proceeds of insurance will be paid to us and credited against the Loss. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to a Loss.

5. **ASSIGNMENT: YOU SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER, PLEDGE OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent.** You shall not consolidate or merge with or into any other entity, distribute, sell or dispose of all or any substantial portion of your assets other than in the ordinary course of business, without our prior written consent, and the surviving or successor entity or the transferee of such assets, as the case may be, shall assume all of your obligations under this Agreement by a written instrument acceptable to us. No event shall occur which causes or results in a transfer of majority ownership of you while any obligations are outstanding hereunder. We may sell, assign, or transfer this Agreement without notice to or consent from you. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. **DEFAULT AND REMEDIES:** You will be in default if: (i) you do not pay any Payment or other sum due to us or you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or fail to perform or pay under any material agreement with any other entity; (ii) you make or have made any false statement or misrepresentation to us; (iii) you or any guarantor dies, dissolves, liquidates, terminates existence or is in bankruptcy; (iv) you or any guarantor suffers a material adverse change in its financial, business or operating condition; or (v) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can cancel this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any remedies available to us under the UCC and any other law and we may require that you immediately stop using any Financed Items. If we take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement and you will be responsible for any deficiency. In the event of any dispute or enforcement of our rights under this Agreement or any related agreement, you agree to pay our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. **WE SHALL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE.** Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.

7. **INSPECTIONS AND REPORTS:** We have the right, at any reasonable time, to inspect the Equipment and any documents relating to its installation, use, maintenance and repair. Within 30 days after our request (or such longer period as provided herein), you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains. You authorize us to obtain credit bureau reports for credit and collection purposes and to share them with our affiliates and agents.

8. **END OF TERM:** At the end of the initial term, this Agreement shall renew for successive 12-month renewal term(s) under the same terms hereof unless you send us written notice between 90 and 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. You shall continue making Payments and paying all other amounts due until the Equipment is purchased or returned. As long as you have given us the required written notice, if you do not purchase the Equipment, you will return all of the Equipment to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. **YOU ARE SOLELY RESPONSIBLE FOR REMOVING ANY DATA THAT MAY RESIDE IN THE EQUIPMENT INCLUDING BUT NOT LIMITED TO HARD DRIVES, DISK DRIVES OR ANY OTHER FORM OF MEMORY.** You cannot pay off this Agreement or return the Equipment prior to the end of the initial term without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the price of the Equipment.

9. **SECURITY DEPOSIT:** You will pay any security deposit on the date you sign this Agreement; you grant us a security interest in the security deposit. In the event this Agreement is not fully completed or is in default, the security deposit will be retained by us to compensate us for our processing and other expenses. The security deposit is non-interest-bearing, and it or a part may be applied by us to satisfy any amount owed to us by you, in which event you will promptly restore the security deposit to its full amount. If you fully comply with all conditions herein and you have never been in default of this Agreement, the security deposit will be refunded to you after the return of the Equipment in accordance with paragraph 8 or when we are fully paid.

10. **USA PATRIOT ACT NOTICE; ANTI-TERRORISM AND ANTI-CORRUPTION COMPLIANCE:** 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 customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity. You and any other person who you control, own a controlling interest in, or who owns a controlling interest in or otherwise controls you in any manner ("Representatives") are and will remain in full compliance with all laws, regulations and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terrorism, and neither you nor any of your Representatives is or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Department of State. You shall, and shall cause any Representative to, provide such information and take such actions as are reasonably requested by us in order to assist us in maintaining compliance with anti-money laundering laws and regulations.

11. **MISCELLANEOUS:** Unless otherwise stated in an addendum hereto, the parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually or electronically signed signature and is held or controlled by us; and (iii) to the extent this Agreement constitutes chattel paper (as defined by the UCC), a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you or we executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually and to send to us the manually signed, duly executed documents via overnight courier on the same day that you send us the facsimile, scanned or electronic transmission of the documents. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. Whenever our consent is required, we may withhold or condition such consent in our sole discretion, except as otherwise expressly stated herein. From time to time, Supplier may extend to us payment terms for Equipment financed under this Agreement that are more favorable than what has been quoted to you or the general public, and we may provide Supplier information regarding this Agreement if Supplier has assigned or referred it to us. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications, including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system, from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider. You authorize us to make non-material amendments (including completing and conforming the description of the Equipment) on any document in connection with this Agreement. Unless stated otherwise herein, all other modifications to this Agreement must be in writing and signed by each party or in a duly authenticated electronic record. This Agreement may not be modified by course of performance.

12. **WARRANTY DISCLAIMERS: WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS." YOU HAVE SELECTED SUPPLIER AND THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. IN THE EVENT WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE DOES NOT TAKE RESPONSIBILITIES FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HERUNDER. YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, INFRINGEMENT OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS. SO LONG AS YOU ARE NOT IN DEFAULT UNDER THIS AGREEMENT, WE ASSIGN TO YOU ANY WARRANTIES IN THE EQUIPMENT GIVEN TO US.**

13. **LAW; JURY WAIVER:** This Agreement will be governed by and construed in accordance with the law of the principal place of business of Lessor or, if assigned, its assignee. You consent to jurisdiction and venue of any state or federal court in the state of Lessor or, if assigned, its assignee has its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **BOTH PARTIES WAIVE ALL RIGHTS TO A TRIAL BY JURY.**

14. **MAINTENANCE AND SUPPLIES:** Unless indicated otherwise on page 1, you have elected to enter into a separate arrangement with Supplier for maintenance, inspection, adjustment, parts replacement, drums, cleaning material required for proper operation and loner and developer ("Arrangement"). You agree to pay all amounts owing under this Agreement regardless of any claim you have against Supplier relating to the Arrangement. Supplier will be solely responsible for performing all services and providing all supplies under the Arrangement. You agree not to hold Lessor (if different from Supplier) or any assignee of this Agreement responsible for Supplier's obligations under the Arrangement. As a convenience to you, we will provide you with one invoice covering amounts owing under this Agreement and the Arrangement. If necessary, Supplier's obligations to you under the Arrangement may be assigned by us. You agree to pay a monthly supply freight fee up to \$5.00 per asset to cover the costs of shipping supplies to you. Connectivity and Network Support covers connectivity, networking and application issues due to an equipment installation, internet service provider changes, email provider changes, password changes, computer changes or additions, or setup of additional functionality including but not limited to ID codes, scans to email/folder/cloud, loading print drivers and troubleshooting problems printing individual files. You acknowledge and agree that Supplier can charge a monthly fee up to \$10.00 monthly per piece of Equipment covered under this Agreement, in addition to the other amounts due under this Agreement, for the term of the Agreement. You acknowledge such support can require data and/or files to be accessed, deleted, or damaged and agree to take the appropriate precautions to backup, secure and protect all software, data and media prior to requesting that Supplier provide support. Each month, you are entitled to produce the minimum number of clicks/prints shown on page 1, for each applicable click/print type. Regardless of the number of clicks/prints made, you will never pay less than the minimum Payment. You agree to provide periodic meter readings on the Equipment. You agree to pay the applicable overage charge for each metered click/print that exceeds the applicable minimum number of clicks/prints. Clicks/prints made on equipment marked as not financed under this Agreement will be included in determining your click/print and overage charges. At the end of the first year of this Agreement, and once each successive 12-month period thereafter, the maintenance and supplies portion of the Payment and the overage charges may be increased by a maximum of 15% of the existing payment or charge. In order to facilitate an orderly transition, the start date of this Agreement will be the date the Equipment is delivered to you or a date designated by us, as shown on the first invoice. If a later start date is designated, in addition to all Payments and other amounts due hereunder, you agree to pay us a transitional payment equal to 1/30th of the Payment, multiplied by the number of days between the date the Equipment is delivered to you and the designated start date. The first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month.

CONTRACT TERMS AND CONDITIONS

1. All reference made to Lake Business Products, Inc. (LBP) will apply to LBP and all its Subsidiaries.
2. LBP Inc. agrees to perform service, to include labor and parts required in the operation of the Customer's copier equipment, for the term of the contract from the effective contract date, with respect to the equipment identified on the reverse side and/or attached schedule hereof, in accordance with the following terms and conditions. This contract represents the entire agreement between the parties and is a non-cancelable/irrevocable contract. This contract cannot be canceled or terminated, unless otherwise stated.
3. Any modifications to this contract require prior approval from an officer of LBP. The equipment contained on the reverse side hereof must be in good condition on the commencement date of this contract. Customer agrees to pay LBP in addition to the amount shown on the reverse side hereof, for parts and labor required to place the equipment in such condition unless covered under applicable warranties. LBP will supply to the Customer all labor, parts and toner required in the operation of Customer's copier equipment for the contract term stated on this contract from the effective contract date. In consideration thereof, the Customer agrees to pay LBP at the indicated schedule on the front of this contract. A single meter impression is defined as one impression per side for a copy or print up to 8 1/2" x 14". Any copy or print larger than this will be charged two meter impressions per side. Equipment may be added and/or removed from this contract with written notice. Should equipment be added, the cost of the contract may increase. All equipment models using the same supplies must be included (or excluded) on this contract. LBP reserves the right to charge back for page counts, on any copier that has not previously been accounted for, at the rate of the current contract.
4. Connectivity and Network Support covers connectivity, networking and application issues due to an equipment installation, internet service provider changes, email provider changes, password changes, computer changes or additions, or setup of additional functionality including but not limited to ID codes, scan to email/folder/cloud, loading print drivers and troubleshooting problems printing individual files. Customer acknowledges and agrees that LBP can charge a monthly fee up to \$10.00 monthly per piece of equipment covered under this agreement, in addition to the other amounts due under this contract, for the term of the contract. Customer acknowledges such support can require data and/or files to be accessed, deleted or damaged and agrees to take the appropriate precautions to backup, secure and protect all software, data and media prior to requesting LBP to provide support.
5. This contract shall be reviewed annually by LBP and is subject to annual increases. Pricing may be adjusted to LBP contract rates in effect at the time of applicable annual review. At times other than the anniversary date, LBP has the right to increase the current cost of the contract with 30 days written notice. In addition, LBP may assess an additional fuel and/or freight surcharge to offset higher than normal service costs as a result of adverse economic conditions.
6. Liquidated Damages: In the event of Customer's default or upon his election and the subsequent termination of this agreement, Customer promises to pay LBP the following amounts as liquidated damages (and not as a penalty) for the breach hereof: A) Any unbilled base amounts for the remaining unbilled periods per the terms of the original contract. B) Non base cost per copy contracts, the average monthly volume(s) times the remaining unbilled periods per the terms of the original contract. C) Any overage amounts for remaining unbilled periods per the terms of the original contract. Non base cost per copy and overage amounts (if any) will be estimated and billed using average monthly volumes from acquired meter histories for each piece of equipment if actual final meters cannot be obtained.
7. Default: If Customer shall default in the performance of any obligation hereunder, and such default remains uncured after seven (7) days notice thereto, LBP may terminate this contract and charge the Customer according to the formula contained in paragraph 6 above.
8. Retained Title: Title to all supplies furnished hereunder, including consumable parts such as drums, remains in LBP until said supplies are consumed to the extent they may not be further utilized in the copy making process. In the event of Customer's default or cancellation of this contract, all such supplies and consumable parts shall be returned to LBP on demand. Additionally, LBP reserves the right to charge the Customer a prorated amount for any unused portion of drum remaining. The proration shall be established by using the following formula: LBP retail drum price / manufacturers specification recommended drum volume x actual remaining drum volume = prorated amount.
9. This contract is not assignable or transferable without prior written consent of LBP.
10. Complete Agreement: The Customer specifically agrees that no other representations, constitutions or warranties other than those set forth specifically in writing herein have been made or have been relied in the making of this contract.
11. This contract does not include purchase, delivery or installation charges of equipment, optional accessories (specifically the installation) or major modifications to the equipment.
12. LBP shall perform maintenance cleaning, inspections, adjustments, repairs and replace defective parts without additional charge to the Customer, providing such calls are made during normal business hours. Overtime charges, at LBP current rates, will be charged on all service calls performed outside of normal business hours. Normal business hours are herein defined to mean 8:00am-5:00pm, M-F, exclusive of holidays.
13. Customer agrees LBP will not be required to make adjustments, repairs or replacements made necessary resulting from (i) unauthorized third parties performing any maintenance; (ii) Customer modifying, relocating, damaging, misusing the Equipment, and the breaking of lids, hinges, cassettes, etc.; (iii) unauthorized Equipment alteration; (iv) placing the Equipment in an area that does not conform to space, electrical and environmental requirements; (v) Acts of God, lightning, fire, water, climatic conditions, or incidents of excess voltage, power surges or brown outs; (vi) Customer using toner, drum, processing units, ink, film, etc., from any other source other than the service provider; (vii) improper conditions of the environment such as excessive dust, chemical residues, abnormal temperatures or, (viii) accident, abuse, misuse, theft, casualty or negligent act of Customer or Customer's agents. LBP will submit a cost estimate of needed repairs which will be in addition to maintenance charges. If the Customer does not authorize such work, Lake Business Products, Inc. and its subsidiary companies may refuse to renew this maintenance agreement for the equipment in question and/or may refuse to continue to service the unit under this maintenance agreement, furnishing service only on a "Per Call" basis.
14. When the manufacturer's life expectancy of the equipment has been exceeded, the manufacturer has discontinued ongoing support of covered equipment, or equipment reaches seven (7) years from original release date (whichever comes first) and normal repairs and parts replacement, as determined by LBP, cannot keep a unit in satisfactory operating condition, Lake Business Products, Inc. and its subsidiary companies may refuse to renew this maintenance agreement for the equipment in question and/or may refuse to continue to service the unit under this maintenance agreement, furnishing service only on a "Per Call" basis, so long as LBP inventory allows.
15. Customer will allow LBP to collect meter readings in accordance with this agreement. Meter readings on all connected/networked equipment will be collected electronically via print management software installed on the equipment or at the customer location. For non-connected/non-networked equipment, LBP will request meter readings via automatic email to the Customer and it is the Customer's responsibility to submit the meters readings to LBP. Should the Customer not be able to receive emails, LBP will fax a meter reading request to the Customer in which case the Customer must supply the meter readings to LBP. The Customer agrees to provide current and correct meter readings by the expected due date to insure accurate and timely billings. If the Customer does not report meter readings upon receipt of the meter reading request or the submitted meter readings are inaccurate, LBP will calculate estimated meter readings based on equipment average monthly usages and bill the Customer in accordance to the frequency contracted for. LBP may assess an additional surcharge to offset administrative costs should phone calls need to be made to the Customer to obtain meter readings due to Customer's failure to report meter readings.
16. Attorney's Fees: The Customer shall pay all LBP costs in the collection of any amount due hereunder in the recovery of any property pursuant hereto or in the enforcement of its rights against the Customer, including reasonable attorney's fees, whether or not a suit be brought.
17. Certain copiers must be installed according to specific requirements in terms of space, electrical, and environmental conditions. Installation requirements are defined in the Equipment Operators Manual. The Customer shall ensure that the copier is placed in an area that conforms to these requirements. This maintenance agreement does not cover service necessitated by malfunctions of parts, attachments and/or software packages not supplied by or through LBP or by use of operating supplies which are not compatible with the equipment. The Customer shall use only those supplies provided by Lake Business Products, Inc. in the equipment.
18. The Customer agrees to pay all invoices tendered for supplies and/or services performed and/or parts installed on equipment hereof on the reverse side, when said services are performed in advance of payment by the Customer. All invoice terms are "Due Upon Receipt". All past due invoices are subject to late fees of 1.5% of unpaid balance, not to exceed 18% per annum. LBP has the right to terminate this maintenance agreement and discontinue service in the event the Customer becomes delinquent in payment.
19. LBP shall furnish all supplies (except paper, cartridge staples) on supply inclusive contracts, to the equipment identified on the reverse side and/or attached schedule, to be delivered at accepted intervals in quantities, as usage history dictates, as determined by LBP with additional deliveries as required. LBP reserves the right to charge the Customer for supplies ordered in excess of levels dictated by average billing period volumes and manufacturer specifications and/or yields. Shipping for maintenance agreements that include supplies will be via UPS Ground next day/second day air. All other shipping methods such as rush orders, messenger and etcetera, will be billed to the Customer and may include special processing charges.
20. LBP Customer Service Engineers do not carry or deliver consumable supplies (toner, developer etc.). It is the Customer's responsibility to have the necessary supplies available for the Customer Service Engineer's use.
21. LBP will not be responsible for replacing or paying for replacement of any data, memory, or information, which is lost, altered, or damaged while stored in equipment. In no event will LBP be liable for lost profits or other consequential damages even if LBP has been advised of the possibility of such damages or for any claim against the Customer by any other party.
22. Force Majeure. No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make previously owed payments to the other Party hereunder) when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)") that frustrates the purpose of this Agreement: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades by any governmental authority; (f) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) epidemic, pandemic or similar influenza or bacterial infection (which is defined by the United States Center for Disease Control as virulent human influenza or infection that may cause global outbreak, or pandemic, or serious illness); (j) emergency state; (k) shortage of adequate medical supplies and equipment; (l) shortage of power or transportation facilities; and (m) other similar events beyond the reasonable control of the Impacted Party.

Customer Acceptance (Initial) PH

Date 3/12/2024

As modified

Maintenance Contract

MEDINA MUNICIPAL COURT Company Name 135 N ELMWOOD AVE Equipment Location Address MEDINA, OH 44256-1878 City, State, Zip (330) 723-3287 Phone Number 0 Meter Contact - Meter Contact Phone Number	MEDINA MUNICIPAL COURT Billing Company Name (if different) 135 N ELMWOOD AVE Billing Address (if different) MEDINA, OH 44256-1878 City, State, Zip Purchase Order Number 0 Meter Contact Email Address Meter Contact Fax Number
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Supplies Included: Yes No
 Contract included in "Customer Care Agreement": Yes No
 Commencement Date: _____
 (Inks, Developers, Masters, Paper (Media), Staple Cartridges, Fax Cartridges and Consumables are not included in the contract.)

Covered Equipment:

Model Number	Serial Number	ID Number	Meter Reading
IR ADV DX C478iF			
IR ADV DX C568iF			

SEE ATTACHED SCHEDULE "A"
 SEE ATTACHED SCHEDULE "B"

In consideration thereof, the customer promises to pay Lake Business Products at the indicated schedule(s) below.

Multifunction Copier / Printer (SCHEDULE A):

B&W Base	\$ 31.60	Per: MO <input checked="" type="checkbox"/> YR <input type="checkbox"/>	Billed: M <input checked="" type="checkbox"/> Q <input type="checkbox"/> SA <input type="checkbox"/> A <input type="checkbox"/>	B&W Prints Included:	4000	Per: MO <input checked="" type="checkbox"/> YR <input type="checkbox"/>
B&W Overages	\$ 0.0079		Billed: M <input checked="" type="checkbox"/> Q <input type="checkbox"/> SA <input type="checkbox"/> A <input type="checkbox"/>			
Color Base	\$ 98.00	Per: MO <input checked="" type="checkbox"/> YR <input type="checkbox"/>	Billed: M <input checked="" type="checkbox"/> Q <input type="checkbox"/> SA <input type="checkbox"/> A <input type="checkbox"/>	Color Prints Included:	2000	Per: MO <input checked="" type="checkbox"/> YR <input type="checkbox"/>
Color Overages	\$ 0.0490		Billed: M <input checked="" type="checkbox"/> Q <input type="checkbox"/> SA <input type="checkbox"/> A <input type="checkbox"/>			

Managed Print Service (SCHEDULE B):

B&W Base	\$ _____	Per: MO <input type="checkbox"/> YR <input type="checkbox"/>	Billed: M <input type="checkbox"/> Q <input type="checkbox"/> SA <input type="checkbox"/> A <input type="checkbox"/>	B&W Prints Included:	_____	Per: MO <input type="checkbox"/> YR <input type="checkbox"/>
B&W Overages	\$ _____		Billed: M <input type="checkbox"/> Q <input type="checkbox"/> SA <input type="checkbox"/> A <input type="checkbox"/>			
Color Base	\$ _____	Per: MO <input type="checkbox"/> YR <input type="checkbox"/>	Billed: M <input type="checkbox"/> Q <input type="checkbox"/> SA <input type="checkbox"/> A <input type="checkbox"/>	Color Prints Included:	_____	Per: MO <input type="checkbox"/> YR <input type="checkbox"/>
Color Overages	\$ _____		Billed: M <input type="checkbox"/> Q <input type="checkbox"/> SA <input type="checkbox"/> A <input type="checkbox"/>			

Wide Format: (Includes Labor, Parts, Ink/Pearl Cartridges, Print Heads and Cutting Cartridges. Media is not included.)

PlotWave Base	\$ _____	Per: MO <input type="checkbox"/>	Billed: M <input type="checkbox"/> Q <input type="checkbox"/>	Sq Ft Included:	_____	Per: MO <input type="checkbox"/>
PlotWave Ovgs	\$ _____		Billed: M <input type="checkbox"/> Q <input type="checkbox"/>			
ColorWave Base	\$ _____	Per: MO <input type="checkbox"/>	Billed: M <input type="checkbox"/> Q <input type="checkbox"/>	Sq Ft Included:	_____	Per: MO <input type="checkbox"/>
ColorWave Ovgs	\$ _____		Billed: M <input type="checkbox"/> Q <input type="checkbox"/>	Total Annual ColorWave Pearls Included:	_____	

ImagePROGRAF eService Per: MO
 Per Sq Ft: Meter A \$0.20 - Meter B \$0.30 - Meter C \$0.50 - Meter D: \$0.75 - Meter E \$1.25

Miscellaneous Equipment:

Base \$ _____ Per: MO YR
 Billed: M Q SA A

Term:

12 MOS
 24 MOS
 36 MOS
 48 MOS
 60 MOS
 OTHER _____

Special Instructions:

Customer Decline

A Maintenance Contract is not desired. Lake Business Products has requested to provide service, parts, and supplies on a per call basis at Lake Business Products' prevailing rate at the time service and/or supplies are requested.

Customer Signature _____

Print Name _____ Date _____

Customer Acceptance

The Maintenance Contract, consisting of the terms and conditions appearing above and on the reverse side, is hereby approved, accepted and executed by the respective parties hereto on the date set forth adjacent to their signatures.

Customer Signature _____

Print Name _____ Date _____