

LEASE AGREEMENT

1720A Crete Street, Moberly, MO 65270

Y		LEASE AC	JREENIEN I		Phone: 800-662-3759, I	
Town of Cant					Telephone No: 8606937837	
Billing Address:	Collinsville, CT 06022		Equipment Location (if other than Billin	•	<u> </u>	
	DESCRIPTION: (indicate quantity, new or us	sed and include make model seri	4 Market Street, Canton, C		Cahadula A \	
Unit Quantity	Description of Equipme		Make and Type	~~~~~		ierial Number
	* PLEASE REFER TO S	SCHEDULE A		<u> </u>		
BASE TERM IN MONTHS	TOTAL NUMBER OF LEASE PAYMENTS		EASE PURCHASE OPTION		(a) Advance Payment:	\$0,00
60	60 @ \$323.33 (plus taxes)	X Fair market value, plus ta			(b) Security Deposit:	\$0.00
	<u> </u>	\$1.00, plus taxes (FMV unless another option is selected. You may not exercise a purchase option if			(c) Documentation Fee:	\$95.00
		you are in default. If you exer	rcise a purchase option we will con	nvey all of our		
		warranty.)	Equipment to you on an AS-IS WHE		Total due a + b + c =:	\$95.00
**If more than o	one lease payment is required as an Advan to pay all amounts and perform all oth	ce Payment, the balance will be	e applied to lease payments in investigational and	erse order, star	ting with the last lease pa	yment.
In this agreemen	t ("Lease"), "we," "our," and "us" refers to I	LEAF Capital Funding, LLC as	our interests (and only our inte	erests). If we d	htain such insurance voi	u will nav us an
Lessor and "you following terms a	"and "your" refer to the Lessee. You agree	to lease the Equipment upon the	additional amount for the cost of	it and an admir	nistrative fee, the cost of w	hich may be more
I. LEASE PAY	YMENTS AND TERM: The Lease is e					
	erm of the Lease shall commence on the date to accoment Date"). The first Lease Payment shall to the comment of the comment					
the month follo	wing the Lease Commencement Date as so	et forth in our invoice, and the	fines and penalties relating to the	purchase, use, le	easing and/or ownership of	the Equipment. If
	Payments will be due on the same day of until paid in full. The Base Term shall comm					
	ent Date. We may charge you a portion of o commencement Date until the first day of the		specified above or if not so spec	ified, the greate	er of either \$125 or 0.5%	of the Equipment
Interim Rent sha	Il be due as invoiced. We may adjust the L	ease Payments up to 15% if the	agree to reimburse our costs.	site inspection.	, or you request administra	live services, you
	ifferent than the estimate used to calculate the					
previously then	in effect.		Equipment, you will be in defaul	t. If you default	, we may require you to do	o any combination
	ACCEPTANCE, USE AND REPAIR: You allation. You unconditionally accept the Equip					
	ecceptance of the Equipment, or (b) 10 days is to fill in the Lease Commencement I					
information. You	s will not move the Equipment from th	ne above location without our	law. If you default, you agree to	pay the cost	of repossession and our at	ttorney's fees and
	and are responsible for maintaining the Eq or Equipment or vendor failures.	quipment in good repair. We are	costs. In addition to all other char penalty, we may require you to r			
3. INDEMNIFIC	CATION: You agree to indemnify, defend		expense incurred in the collection	or servicing of	this Lease for you. If we t	take possession of
	s, damages, penalties, claims and suits, include lering, manufacture, installation, ownership, or services in the contract of					
delivery or return 4. LEASE EXP	of Equipment. IRATION, RENEWAL: Unless you notify	us at least 90 days prior to the	disposition of the Equipment) to t	the amounts that	you owe us. You agree that	at if notice of sale
expiration of the	e Lease of your election to return or purch	hase the Equipment, this Lease	for any amounts that are due aft	er we have app	olied such net proceeds. W	Ve may apply any
	month-to-month basis at the same mon he purchase option or provide us with at l			ons and if you	do not default, the balance	will be refunded
the Equipment.	If you return the Equipment, (i) it must be	to the location we designate and	10. ASSIGNMENT: You have n			
	ole for all return costs and we may charge a R you must securely remove all data from any					will have all our
media prior to i	returning the Equipment (and you are sole aval standard that meets your business need	ely responsible for selecting an	11. ARTICLE 2A: You agree thi	is Lease is a "fi	nance lease" as defined in	
laws). You will p	ay us for any loss in value resulting from fail	ure to maintain the Equipment in	Article 2A (508-522) of the UCC			
	this Lease or for damages incurred in shippin we will convey all of our interest in such					Supply Contract
WHERE IS basis	without representation or warranty.		12. CREDIT INFORMATION:	You authorize	us or any of our affiliate	s to obtain credit
	AND CHARGES: If any amount is not paid pay us a late charge equal to the lesser of 10					PENNSYLVANIA
	mount. Amounts which are not paid within 3 er month (or if less, the maximum legal rate)					
for each pay by p	hone and \$35 for each returned payment.		14. MISCELLANEOUS: This I	Lease is the par	ties' entire agreement and	can be amended
	NTY: We do not manufacture the Equipm he supplier. WE MAKE NO EXPRESS O					
INCLUDING T	HOSE OF MERCHANTABILITY OR FIT PONSIBLE FOR CONSEQUENTIAL OR	NESS FOR A PURPOSE AND	purposes. This Lease is not bindir	ng on us until w	e sign it. You agree not to	raise as a defense
7. INSURANCE	RISK OF LOSS: You bear all risk of loss of	or damage to the Equipment from				
	it is returned in the required condition the Risk Period you will maintain property					
Equipment accept	table to us, naming us loss payee and addition	nal insured. If you do not provide	substantiate your identity.	,		
	f such insurance, we may secure insurand LESSEE: Town of Canton, CT	ce on the Equipment to cover Print Nan	0 1 1 1 1	nne/	Title: CAO	
x Rt 1	. (.		ssirskinner a toundur			Z
L'essee Authori	zed Signature		er:066002383	7		
PERSONAL GUA	ARANTY: Undersigned guarantees that Less	ee will make all payments and po	erform all other obligations under the	e Lease when d	ue. Undersigned agrees tha	t this is a guaranty
and notification if	t of collection, and that we can proceed direc the Lessee is in default and consents to an	ny extensions or modifications go	ranted to Lessee. Undersigned will	pay us all expe	enses (including attorneys'	fees) we incur in
enforcing our right	is against undersigned or Lessee. If more that reau reports and make inquiries regarding ur	n one person signs this guaranty,	each agrees that his/her liability is j	oint and several	. Undersigned authorizes u	is and our affiliates
any right to a tria		recognition a personal electic 100	consent to jurisdiction in the Sta	CO FCUCTAL C	осто и стизумана вп	n exhicosià maise
SIGNED X		Print Name:	***************************************	E-Mail Add	ress:	
Accepted by:	nding IIC Rv	Title	Date			



SCHEDULE A TO LEASE AGREEMENT (EQUIPMENT DESCRIPTION)

Lease Application No.: 744261

QNT	Equipment Description	New/Used	Make	Model	Serial Number
Loca	tion: 4 Market Street, Canton, CT 06019				
1	Canon DXC 5860	New			
1	Canon DXC 3826	New			
1	Canon DX 4825	New			

LESSEE: Town of Canton, CT	LEAF CAPITAL FUNDING, LLC
BY: PHC	BY:
PRINT NAME: Robert H. Skinner	PRINT NAME:
TITLE: CAO	TITLE:
DATE: 7/21/22	DATE



State and Local Government Addendum

Reference: Application No. 744261

This State and Local Government Addendum (this "Addendum") is made part of the Agreement related to the above referenced application number ("Agreement") between **LEAF Capital Funding, LLC** ("we" "us" and "ours") and Town of Canton, CT ("you" and "your"). Capitalized terms used but not defined will have the meaning given to them in the Agreement. If there is any conflict between the terms of this Addendum and the terms of the Agreement, the terms of this Addendum will control and prevail. The parties hereby agree as follows:

- 1. Funding Intent. You reasonably believe that funds can be obtained sufficient to make all Payments set forth in the Agreement and any other amounts owed during the term of the Agreement. You agree that your chief executive or administrative officer (or your administrative office that has the responsibility of preparing the budget submitted to your governing body, as applicable) will provide for funding for such payments in your annual budget request submitted to your governing body. You covenant that you will do all things lawfully within your power to obtain, maintain and properly request and pursue funds from which the Payments may be made, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using your best efforts to have such portion of the budget approved and exhausting all available administrative reviews and appeals in the event such portion of the budget is not approved. If your governing body chooses not to appropriate funds for such payments, you agree that your governing body will evidence such nonappropriation by omitting funds for such payments due during the applicable fiscal period from the budget that it adopts. You and we agree that your obligation to make payments under the Agreement will be your current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in the Agreement will be interpreted as a pledge of your general tax revenues, funds or moneys.
- 2. Nonappropriation of Funds. If (a) sufficient funds are not appropriated and budgeted by your governing body in any fiscal period for Payments set forth in the Agreement or any other amounts owed to us and (b) you have exhausted all funds legally available for such payments due under the Agreement (together, a "Non-Appropriation Event"), then you will give us not less than ninety (90) days written notice (a "Termination Notice") and the Agreement will terminate as of the last day of your fiscal period for which funds for such payments are available ("Termination Date"). Such termination is without any expense or penalty, except for the portions of such payments and those expenses associated with your return of the Equipment in accordance with the Agreement for which funds have been budgeted or appropriated or are otherwise legally available. You agree that, to the extent permitted by law, you will not terminate the Agreement if any funds are appropriated by you or to you for the acquisition or use of equipment or services performing functions similar to the Equipment during your fiscal period in which such termination would occur. You shall (i) on or before the Termination Date, return the Equipment in accordance with the return requirements set forth in the Agreement, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to us, upon our request, an opinion of your counsel (addressed to us) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay us all sums payable to us under the Agreement up to and including the Termination Date. You acknowledge and agree that, in the event of the termination of the Agreement and the return of the Equipment as provided for herein, you shall have no interest whatsoever in the Equipment or proceeds thereof and we shall be entitled to retain for our own account the proceeds resulting from any disposition or releasing of the Equipment along with any advance rentals, security deposits or other sums previously paid by you pursuant to the terms of the Agreement.
- 3. Authority and Authorization. You represent and agree that: (a) you are a state or a political subdivision or agency of a state; (b) the entering into and performance of the Agreement is authorized under your state laws and Constitution and does not violate or contradict any judgment, law, order, or regulation, or cause any default under any agreement to which you are party; (c) you have complied with all bidding requirements and, where necessary, have properly presented the Agreement for approval and adoption as a valid obligation on your part; and (d) you have sufficient appropriated funds or other moneys available to pay all amounts due under the Agreement for your current fiscal period. Upon our request, you agree to provide us with an opinion of counsel as to clauses (a) through (d) above, an incumbency certificate, and other documents that we request, with all such documents being in a form satisfactory to us.

- 4. Government Use. You agree that (a) you will comply with all information reporting requirements of the Internal Revenue Code of 1986, as amended, including but not limited to the execution and delivery to us of information statements requested by us, and (b) the use of the Equipment is essential for your proper, efficient and economic operation, you will be the only entity to use the Equipment during the term of the Agreement and you will use the Equipment only for your governmental purposes. Upon our request you will provide us with an essential use letter in a form satisfactory to us as to clause (b) above.
- 5. <u>Insurance</u>. You agree to provide and maintain at your own expense (a) property insurance against the loss, theft, destruction of, or damage to, the Equipment for its full replacement value, naming us as loss payee, and (b) public liability and third party property insurance, naming us as an additional insured. You will give us certificates or other evidence of such insurance on the Equipment at such times as we request. All insurance obtained from a third party insurer will be in a form, amount and with companies acceptable to us, and will provide that we will be given 30 days' advance notice of any cancellation or material change of such insurance. If you do not provide us with proof of such insurance, we may secure insurance on the Equipment to cover our interests (and only our interests). If we obtain such insurance, you will pay us an additional amount for the cost of such insurance and an administrative fee, the cost of which may be more than the cost to obtain your own insurance and on which we may make a profit.
- 6. <u>Indemnification</u>. With respect to any claims, actions, or suits that are made against us as a result of your actions, omissions, negligence or willful misconduct ("<u>Claims</u>"), to the extent permitted by law, you agree to reimburse us for, and if we request, defend us against, any such Claims.
- 7. <u>Choice of Law</u>. Regardless of any conflicting provision in the Agreement, THE AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE IN WHICH YOU ARE LOCATED.
- 8. This Addendum supplements and amends the Agreement only to the extent and in the manner set forth, and in all other respects, the Agreement will remain in full force and effect.

IN WITNESS WHEREOF the parties hereto, by their authorized signatories, have executed this Addendum at the date set forth below their respective signatures.

CUSTOMER: Town of Canton, CT	LEAF CAPITAL FUNDING, LLC
ву:	By:
Print Name: Robert H. Skipvier	Print Name:
Title: CAO	Title:
Date: 7/21/22	Date:



	:At	LEASE AG	GREEMENT	1720A Crete Street, Moberly, MO 65 Phone: 800-662-3759, Fax: 800-426-2			berly, MO 652° ax: 800-426-26°
Town of Can					Telephone No: 8606937837	7	
Billing Address:	O 11' 11 OT 0 (000		Equipment Location (if other than Billin		0000757057		
	Collinsville, CT 06022		4 Market Street, Canton, C				
Unit Quantity		w or used and include make, model, seri		·			
		TO SCHEDULE A	Make and Type	Model 1	Number	Ser	rial Number
BASE TERM	TOTAL NUMBER OF LEASI		EASE PURCHASE OPTION	<u> </u>			
IN MONTHS	PAYMENTS	X Fair market value, plus ta	xes		(a) Advance Pa	yment:	\$0.00
<u>36</u>	36 @ \$98.11 (plus taxes)	10% of Equipment cost, p \$1.00, plus taxes	olus taxes		(b) Security De	posit:	\$0.00
		(FMV unless another option is s	selected. You may not exercise a pu	rchase option if	(c) Documental	ion Fee:	\$95.00
		you are in default. If you exer	rcise a purchase option we will co Equipment to you on an AS-IS WHI	nvev all of our	Total due a + b	+ c =:	\$95.00
Your obligation	i to pay all amounts and periorm a	Advance Payment, the balance will be all other obligations is non-cancella	ble, absolute, unconditional and	I not subject to	abatement, se	t-off or de	efense.
In this agreemen Lessor and "you' following terms a 1. LEASE PAY execution. The te ("Lease Commer the month follow remaining Lease "Payment Date") to the first Paym from the Lease Conterim Rent sha actual costs are d basis, the Mont previously then 2. DELIVERY, delivery and insta oral or written as You authorize to information. You written consent not responsible for a 1. INDEMNIFIC against any losser related to the ord delivery or return 4. LEASE EXPI expiration of the will renew on a either exercise at the Equipment, you are responsibly payment, and (ii) media prior to ruppropriate remo laws). You will paccordance with the purchase option WHERE IS basis 5. LATE FEES due, you agree to maximum legal a interest at 1.5% p for each pay by ple. NO WARRA Equipment and til INCLUDING TIARE NOT REST. INSURANCE, its order until Period"). During Equipment actept us with proof of ACCEPTED BY	t ("Lease"), "we," "our," and "us" refer of the Lease. You and conditions: "MENTS AND TERM: The Lease mot the Lease shall commence on the terment Date"). The first Lease Paymer is tement Date"). The first Lease Paymer wing the Lease Commencement Date Payments will be due on the same do until paid in full. The Base Term shall ent Date. We may charge you a portion ommencement Date until the first day all be due as invoiced. We may adjust ifferent than the estimate used to calcul hily Payment may be increased by in effect. ACCEPTANCE, USE AND REPAII allation. You unconditionally accept the ceptance of the Equipment, or (b) 10 is to fill in the Lease Commencement will not move the Equipment for and are responsible for maintaining or Equipment. You agree to indemnify, d. s. damages, penalties, claims and suits, ering, manufacture, installation, owner of Equipment. RATION, RENEWAL: Unless you release of your election to return or month-to-month basis at the same the purchase option or provide us will fyou return the Equipment, (i) it must be for all return costs and we may chan you must securely remove all data from the for all return costs and we may chan you must securely remove all data from the for all return costs and we may chan you sa late charge equal to the lesse mount. Amounts which are not paid we remonth (or if less, the maximum legation and \$35 for each returned paymer NTY: We do not manufacture the Enes supplier. WE MAKE NO EXPRIMOSE OF MERCHANTABILITY Of CONSIBLE FOR CONSEQUENTIAL RISK OF LOSS: You bear all risk of it is returned in the required condition in the required condition in the return of the Risk Period you will maintain pathe to us, naming us loss payee and as fouch insurance, we may secure in Lessee: Town of Canton in the required conditions and such insurance, we may secure in Lessee: Town of Canton in the required conditions are used signature.	ers to LEAF Capital Funding, LLC as agree to lease the Equipment upon the ers is enforceable on you upon your end date the Equipment is delivered to you not shall be due on the date we specify in eas set forth in our invoice, and the lay of each subsequent month (each, a commence on the date one month prior on of one Lease Payment for the period of the Base Term ("Interim Rent"). The the Lease Payments up to 15% if the late the Lease Payments. On an annual a maximum of 15% of the amount R: You are responsible for Equipment Equipment upon the earlier of (a) your days after delivery of the Equipment nent Date, serial numbers and other on the above location without our the Equipment in good repair. We are effend and hold us harmless from and including attorneys' fees and expenses riship, condition, use, lease, possession, notify us at least 90 days prior to the purchase the Equipment, this Lease e monthly Lease Payment until you that least 90 days notice and return ist be to the location we designate and ge a Restocking Fee equal to one Lease om any and all disk drives or magnetic re solely responsible for selecting an is needs and complies with applicable in failure to maintain the Equipment in hipping and handling. If you exercise a such Equipment to you on an AS-IS not paid within three (3) days of when or of 10% of the amount past due or the ithin 30 days of when due shall accrue all rate) until paid. You agree to pay \$25 nt. Caupinment and you have selected the ESS OR IMPLIED WARRANTIES, R FITNESS FOR A PURPOSE AND LOR INCIDENTAL DAMAGES. Tots or damage to the Equipment from dition or purchased by you ("Risk roperty and liability insurance on the diditional insured. If you do not provide issurance on the Equipment to cover	our interests (and only our interest additional amount for the cost of than the cost of than the cost to obtain your own it. 8. OWNERSHIP AND TAXES you are deemed to own it, you go to file UCC financing statements fines and penalties relating to the we pay any taxes, (including prothe amount we paid plus an adn specified above or if not so specost. If we require an Equipment agree to reimburse our costs. 9. DEFAULT: If you or any guadue date, or breach any terms Equipment, you will be in defaul of the following: (a) immediatel remaining Lease Payments, Interby us, discounted at an annual repossess the Equipment; or (d) law. If you default, you agree to costs. In addition to all other charpenalty, we may require you to rexpense incurred in the collection the Equipment, we may sell or oprivate sale, and apply the net pre disposition of the Equipment) to its required by law, 10 days' notic for any amounts that are due aff security deposits to your obligation without interest. 10. ASSIGNMENT: You have need or assign our rights in the Le rights but will not be subject to an 11. ARTICLE 2A: You agree th Uniform Commercial Code. You Article 2A (508-522) of the UCC informed of the identity of the Sand may contact the Supplier for a 12. CREDIT INFORMATION: bureau reports, and make other cr. 13. CHOICE OF LAW: THIS LAW. YOU CONSENT TO JUI IN PENNSYLVANIA AND WAI 14. MISCELLANEOUS: This I only in writing signed by both part or by electronic means) and, we purposes. This Lease is not bindit to the enforcement of this Lease to You will use the Equipment on household use. The USA PATRIC that identifies you thus we ask for substantiate your identity. The content of the content of the sease of the content of the	erests). If we of it and an adminimistrance and on the arm us a security to confirm our purchase, use, fees chinistrative fee. Sified, the greate site inspection, rantor do not pay of this Lease, and the second of this Lease, and the second of this Lease, and the second of the seco	btain such insubstain such insubstrative fee, the which we may requirement (exclusive fee) and remedies on you agree to par of either \$125 or you request to you agree to par of either \$125 or you request to you agree to par of either \$125 or you request to you agree to par of either \$125 or you request to you agree to par of either \$125 or you request to you agree to par of either \$125 or you request to the then due, pludual value of the term all of the remedies availed for expossession aursement and the new you have agained auch accept on the sign the Equipment and the new you have againance lease" as of and remedies a cived a copy of the young the sign it. You agreed or transmitted to us shall be a sign it. You agreed or transmitted purposes and new to obtain, veress and other information of the purposes and the sign it. You agreed or transmitted to us shall be a sign it. You agreed or transmitted to us shall be a sign it. You agreed or transmitted to us shall be a sign it. You agreed or transmitted to us shall be a sign it. You agreed or transmitted to us shall be a sign it. You agreed or transmitted to us shall be a sign it. You agreed or transmitted to us shall be a sign it. You agreed or transmitted to us shall be a sign it. You agreed or transmitted to us shall be a sign it. You agreed or transmitted to us shall be a sign it. You agreed or transmitted to us shall be a sign it. You agreed or transmitted to us shall be a sign it. You agreed or transmitted to us shall be a sign it. You agreed or transmitted to us shall be a sign it. You agreed or transmitted to us shall be a sign it. You agreed or transmitted to us shall be a sign it. You agreed or transmitted to us shall be a sign it. You agreed or transmitted to us shall be a sign it.	rance, you cost of who cost of	will pay us an ich may be more it. sed software). If You authorize us en due, all taxes, he Equipment. If you will pay us yournentation fee if the Equipment ive services, you at (10) days of its e relating to the any combination ent value of the the any combination ent value of the any additional ke possession of the any apply any will be refunded. Lease. We may will have all our Article 2A of the apply Contract or been Supply Contract to obtain credit this is a guaranty retyship defenses fees) we incur in any our affiliates we incur in any our affiliates of the any of
Accepted by:		Print Name:		E-Mail Addr	ess:		
Accepted by: LEAF Capital Fu	nding IIC Ru	Title-	Data				



SCHEDULE A TO LEASE AGREEMENT (EQUIPMENT DESCRIPTION)

Lease Application No.: 744259

QNT	Equipment Description	New/Used	Make	Model	Serial Number
Loca	ition: 4 Market Street, Canton, CT 06019				
1	Kyocera TA 4002i	Used	Kyocera Mita America Inc	TASKalfa 4002i	
1	Kyocera TA 2552ci	Used	HIC .		

LESSEE: <u>Town of Canton</u>	LEAF CAPITAL FUNDING, LLC
BY: PHIL	BY:
PRINT NAME: Robert H. Stinner	PRINT NAME:
TITLE: CHO	TITLE:
DATE: 3/21/22	DATE:



State and Local Government Addendum

Reference: Application No. 744259

This State and Local Government Addendum (this "Addendum") is made part of the Agreement related to the above referenced application number ("Agreement") between **LEAF Capital Funding**, **LLC** ("we" "us" and "ours") and Town of Canton ("you" and "your"). Capitalized terms used but not defined will have the meaning given to them in the Agreement. If there is any conflict between the terms of this Addendum and the terms of the Agreement, the terms of this Addendum will control and prevail. The parties hereby agree as follows:

- 1. Funding Intent. You reasonably believe that funds can be obtained sufficient to make all Payments set forth in the Agreement and any other amounts owed during the term of the Agreement. You agree that your chief executive or administrative officer (or your administrative office that has the responsibility of preparing the budget submitted to your governing body, as applicable) will provide for funding for such payments in your annual budget request submitted to your governing body. You covenant that you will do all things lawfully within your power to obtain, maintain and properly request and pursue funds from which the Payments may be made, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using your best efforts to have such portion of the budget approved and exhausting all available administrative reviews and appeals in the event such portion of the budget is not approved. If your governing body chooses not to appropriate funds for such payments, you agree that your governing body will evidence such nonappropriation by omitting funds for such payments due during the applicable fiscal period from the budget that it adopts. You and we agree that your obligation to make payments under the Agreement will be your current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in the Agreement will be interpreted as a pledge of your general tax revenues, funds or moneys.
- 2. Nonappropriation of Funds. If (a) sufficient funds are not appropriated and budgeted by your governing body in any fiscal period for Payments set forth in the Agreement or any other amounts owed to us and (b) you have exhausted all funds legally available for such payments due under the Agreement (together, a "Non-Appropriation Event"), then you will give us not less than ninety (90) days written notice (a "Termination Notice") and the Agreement will terminate as of the last day of your fiscal period for which funds for such payments are available ("Termination Date"). Such termination is without any expense or penalty, except for the portions of such payments and those expenses associated with your return of the Equipment in accordance with the Agreement for which funds have been budgeted or appropriated or are otherwise legally available. You agree that, to the extent permitted by law, you will not terminate the Agreement if any funds are appropriated by you or to you for the acquisition or use of equipment or services performing functions similar to the Equipment during your fiscal period in which such termination would occur. You shall (i) on or before the Termination Date, return the Equipment in accordance with the return requirements set forth in the Agreement, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to us, upon our request, an opinion of your counsel (addressed to us) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay us all sums payable to us under the Agreement up to and including the Termination Date. You acknowledge and agree that, in the event of the termination of the Agreement and the return of the Equipment as provided for herein, you shall have no interest whatsoever in the Equipment or proceeds thereof and we shall be entitled to retain for our own account the proceeds resulting from any disposition or releasing of the Equipment along with any advance rentals, security deposits or other sums previously paid by you pursuant to the terms of the Agreement.
- 3. Authority and Authorization. You represent and agree that: (a) you are a state or a political subdivision or agency of a state; (b) the entering into and performance of the Agreement is authorized under your state laws and Constitution and does not violate or contradict any judgment, law, order, or regulation, or cause any default under any agreement to which you are party; (c) you have complied with all bidding requirements and, where necessary, have properly presented the Agreement for approval and adoption as a valid obligation on your part; and (d) you have sufficient appropriated funds or other moneys available to pay all amounts due under the Agreement for your current fiscal period. Upon our request, you agree to provide us with an opinion of counsel as to clauses (a) through (d) above, an incumbency certificate, and other documents that we request, with all such documents being in a form satisfactory to us.

- 4. Government Use. You agree that (a) you will comply with all information reporting requirements of the Internal Revenue Code of 1986, as amended, including but not limited to the execution and delivery to us of information statements requested by us, and (b) the use of the Equipment is essential for your proper, efficient and economic operation, you will be the only entity to use the Equipment during the term of the Agreement and you will use the Equipment only for your governmental purposes. Upon our request you will provide us with an essential use letter in a form satisfactory to us as to clause (b) above.
- 5. Insurance. You agree to provide and maintain at your own expense (a) property insurance against the loss, theft, destruction of, or damage to, the Equipment for its full replacement value, naming us as loss payee, and (b) public liability and third party property insurance, naming us as an additional insured. You will give us certificates or other evidence of such insurance on the Equipment at such times as we request. All insurance obtained from a third party insurer will be in a form, amount and with companies acceptable to us, and will provide that we will be given 30 days' advance notice of any cancellation or material change of such insurance. If you do not provide us with proof of such insurance, we may secure insurance on the Equipment to cover our interests (and only our interests). If we obtain such insurance, you will pay us an additional amount for the cost of such insurance and an administrative fee, the cost of which may be more than the cost to obtain your own insurance and on which we may make a profit.
- **6.** <u>Indemnification</u>. With respect to any claims, actions, or suits that are made against us as a result of your actions, omissions, negligence or willful misconduct ("<u>Claims</u>"), to the extent permitted by law, you agree to reimburse us for, and if we request, defend us against, any such Claims.
- 7. <u>Choice of Law</u>. Regardless of any conflicting provision in the Agreement, THE AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE IN WHICH YOU ARE LOCATED.
- 8. This Addendum supplements and amends the Agreement only to the extent and in the manner set forth, and in all other respects, the Agreement will remain in full force and effect.

IN WITNESS WHEREOF the parties hereto, by their authorized signatories, have executed this Addendum at the date set forth below their respective signatures.

CUSTOMER: Town of Canton	LEAF CAPITAL FUNDING, LLC
By: LANC	By:
Print Name: Robert H. Skinner	Print Name:
Title: CAO	Title:
Date: 7/21/22	Date:



MAINTENANCE AGREEMENT

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Address: P.O. BOX 168, 4 MARKET STREET				Address: "SEE LOCATIONS BELOW"						
CANTON State: CT Zip: 06022				City: State: Zip:						
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ADDITIONAL TERMS AND CONDITIONS

1. TERM OF AGREEMENT: This Agreement is effective from the commencement date described on the reverse side hereof and shall continue for an initial term of one (1) year. Thereafter, this Agreement shall automatically renew for the same successive period of time without the requirement of obtaining renewal signatures and upon the same Terms and Conditions as stated herein. The renewal shall be subject to any price/rate increase (not to exceed 10% per year), and at any twelve (12) month interval thereafter.

This Agreement may be terminated by either party on thirty (30) days written notice, effective at the end of the twelfth month of any annual term. Such termination shall affect only future obligations and liabilities and not any of the past liabilities or obligations. In the event of termination, all unused Toner that is included in this Agreement at no charge shall be returned to RYAN on demand. In addition, in the event that customer fails to return any unused consumable supplies at the end of this Agreement, RYAN reserves the right to invoice customer for such unused consumable supplies upon termination of this Agreement by either party. The customer shall not be entitled to any refund.

2. SERVICE AND SUPPLIES: All service under this Agreement will be performed by RYAN Technicians at the installation location identified on the reverse side hereof, Monday through Friday during the hours of 8:30 a.m. through 5:00 p.m., excluding RYAN observed holidays. Service under this Agreement includes replacement of all standard Parts and Drums required to maintain the Equipment in good operating condition in accordance with performance specifications, and labor necessary to make such replacement Parts, Drums and technical adjustments, cleaning and lubricating. External Panels, Paper Cassettes, Platen Covers, Trays and other similar items are not included. In the event that replacement Parts are no longer readily available from the original manufacturer of Equipment, RYAN shall be released from obligations pursuant to this Agreement. Any unearmed portion of prepaid charges hereunder, may be refunded to the Customer.

Toner is included in this Agreement, to be delivered at accepted intervals in quantities as usage dictates, as determined by RYAN. Other consumable supplies such as; Paper, Staples and Waste Trays are not included in this Agreement. Title to all supplies furnished hereunder, including consumable parts such as drums, remains with RYAN. This Agreement does not include supply shipping costs.

Consumable supply usage is based on published manufacturer yields. Should customer's use of consumable supplies exceed the published yields for a particular piece of equipment by more than 10%, customer agrees to pay additional charges for such excess usage. Customer may purchase additional Toner from RYAN, if required during the term.

Customer shall provide meter readings to RYAN and inventory levels of consumable supplies at their site, upon request from RYAN.

- 3. PAYMENT: Payment is due within thirty (30) days of invoice date. If the customer fails to make such payment due hereunder: (1) RYAN may (a.) refuse to continue to service and/or provide parts and consumable supplies for the Equipment as identified on the reverse side hereof, until past due balance has been satisfied (b.) furnish service and/or parts and consumable supplies on a C.O.D. Per Call basis, at the price and rate then regularly charged by RYAN for such service and/or parts and consumable supplies. (2) The customer agrees to pay RYAN's costs and expenses of collection, including reasonable attorney's fees permitted by law.
- 4. <u>RECONDITIONING:</u> In the event that, in the sole discretion of RYAN, Equipment is in need of rebuilding or reconditioning such that basic maintenance cannot keep Equipment in satisfactory operating condition, RYAN will submit a cost estimate for such repairs, which will be in addition to ordinary maintenance charges provided herein. If such work is authorized by the customer, RYAN will provide a loaner unit (at no additional cost) while Equipment is being reconditioned. A separate invoice for the reconditioning work

will be rendered thereafter. If the customer does not authorize such reconditioning, RYAN may elect to terminate this Agreement after giving customer thirty (30) days written notice, and RYAN may continue to provide service on a per call basis, at the then current rates, if customer so elects.

- <u>CHARGEABLE SERVICES:</u> (1) Labor, Parts, Drums, Toner and expenses necessary to repair damage caused by accident, misuse, abuse, neglect, theft, vandalism, improper voltage, power surges or outages, heating, cooling or humidity ambient conditions, fire, water, act of God, or use of supplies, parts, and software other than those provided by RYAN, service performed by personnel other than RYAN personnel, as well as, alterations made to Equipment, are not covered under this Agreement. A separate estimate will be provided for required work. (2) Emergency Service required by the customer to be performed outside RYAN's normal business hours, will be invoiced at RYAN's then current hourly rates for overtime labor. (3) Requirements for de-install, re-install or re-location of equipment are not covered under this Agreement. A separate estimate and invoice shall be rendered for such services which are outside of the scope of this Agreement. (4) Service Calls resulting from problems not connected with the equipment, such as; telephone or other lines connecting Equipment to a common carrier, may result in RYAN performing the service call at then current time and material rates. (5) All Network Calls are included during the first ninety (90) days of this Agreement. After the initial ninety (90) days, Network Calls that are unrelated to Canon Equipment will be invoiced at RYAN's prevailing rate for either Phone and/or On-site Support.
- 6. KEY OPERATOR: Customer will identify a key operator or key operators who will be trained by RYAN in the use and care of the equipment, at no additional cost to the customer. They shall be responsible for the following:(1) Operation of Unit use of proper paper and paper loading procedures; periodic cleaning of scan and copy glasses; removal of minor paper jams (2) Placement of Service Calls promptly notify RYAN via telephone, Fax or RYAN Website, by providing equipment ID#, current meter reading and nature of problem or error codes, as required by RYAN (3) Meter Reading Reporting customer agrees to provide true and accurate meter readings by submitting to RYAN via RYAN Website, Email, Telephone or Fax, as required by RYAN. If accurate meter readings are not provided on a timely basis, RYAN reserves the right to estimate the meter reading from previous meter readings. Appropriate adjustments will be made to subsequent billing cycles following receipt of actual and accurate meter reading.

As part of its Services, Customer acknowledges and agrees that RYAN may utilize the imageWARE Remote feature of the Equipment to receive software updates and transmit use and service data accumulated by the Equipment, over your network, by means of an HTTPS protocol and to store, analyze and use such data for purposes related to servicing the Equipment and product improvement.

- GOVERNING LAW: This Agreement shall be governed by and construed according to the laws of the State of Connecticut.
- ASSIGNMENT: This Agreement is non-transferable by the customer, except with the written consent of RYAN.
- MISCELLANEOUS: This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof.

All charges set forth on the reverse side hereof are exclusive of taxes.

 ELECTRONIC ACCEPTANCE: Customer agrees that RYAN may accept an electronic image of this Agreement as an original, and that electronic copies of customer signature will be treated as an original for all purposes.