



# Rental Agreement

APPLICATION NO.

2201782

AGREEMENT NO.

## EQUIPMENT FINANCE

Send Account Inquiries to: 1310 Madrid Street, Suite 101 • Marshall, MN 56258 • Phone: (800) 328-5371 • Fax: (800) 328-9092

Send Payments to: P.O. Box 790448 • St. Louis, MO 63179-0448

The words **User, Lessee, you** and **your** refer to **Customer**. The words **Owner, Lessor, we, us** and **our** refer to **U.S. Bank Equipment Finance, a division of U.S. Bank National Association ("U.S. Bank Equipment Finance")**.

## CUSTOMER INFORMATION

FULL LEGAL NAME			STREET ADDRESS	
County of San Benito			419 4 <sup>th</sup> Street	
CITY	STATE	ZIP	PHONE	FAX
Hollister	CA	95023	831-646-4120	
BILLING NAME (IF DIFFERENT FROM ABOVE)			BILLING STREET ADDRESS	
CITY	STATE	ZIP	E-MAIL	

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)

Behavioral Health - 1131 Felipe Road - Hollister, CA 95023

## SUPPLIER INFORMATION

NAME OF SUPPLIER			STREET ADDRESS	
MBS Business Systems			325 Victor Street, Ste. A	
CITY	STATE	ZIP	PHONE	FAX
Salinas	CA	93907	831-758-1048	

## EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES	SERIAL NO.
Konica Minolta Bizhub 808 Digital MFP	

APPROVED AS TO LEGAL FORM  
SAN BENITO COUNTY COUNSEL

 3-9-17  
DEPUTY COUNTY COUNSEL DATE

together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

☐ See the attached Schedule A

## TERM AND PAYMENT SCHEDULE

Term in 60 Months 60 Payments\* of \$ 210.80 \*plus applicable taxes  
The rent contract payment ("Payment") period is monthly unless otherwise indicated.

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

## OWNER ACCEPTANCE

U.S. Bank Equipment Finance		
OWNER	SIGNATURE	TITLE DATED

## CUSTOMER ACCEPTANCE

By signing below, 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.

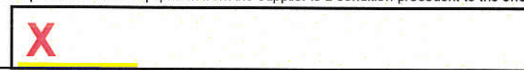
County of San Benito		
CUSTOMER (as referenced above)	SIGNATURE	TITLE DATED

FEDERAL TAX I.D. #

PRINT NAME

## ACCEPTANCE OF DELIVERY

You certify that all the Equipment listed above has been furnished, that delivery and installation has been fully completed and is satisfactory. Upon you signing below, your promises herein will be irrevocable and unconditional in all respects. You understand that we have purchased the Equipment from the supplier, and you may contact the supplier for a full description of any warranty rights under the supply contract, which we hereby assign to you for the term of this Agreement (or until you default). Your approval as indicated below of our purchase of the Equipment from the supplier is a condition precedent to the effectiveness of this Agreement.

County of San Benito		
CUSTOMER (as referenced above)	SIGNATURE	TITLE DATE OF DELIVERY



1. **AGREEMENT:** For business purposes only, you agree to rent from us the goods (the "Equipment") and/or to finance certain licensed software and services ( "Financed Items", which are included in the word "Equipment" unless separately stated), all as described on page 1 of this Agreement, as it may be supplemented from time to time. You agree to all of the terms and conditions contained in this Agreement and any supplement, which (with the acceptance certification) is the entire agreement regarding the Equipment ("Agreement") and which supersedes any purchase order or invoice. You authorize us to correct or insert missing Equipment identification information and to make corrections to your proper legal name. This Agreement becomes valid upon execution by us and will start on the date we pay the supplier. Interim rent/due date adjustments will be in an amount equal to 1/30th of the Payment, multiplied by the number of days between the Agreement start date and the first Payment due date. This Agreement will renew for 12-month term(s) unless you send us written notice between 90 and 150 days (before the end of any term) that you do not want it renewed, in which case you shall return the Equipment (according to the conditions herein). 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.

2. **RENT, TAXES AND FEES:** You will pay the monthly Payment (as adjusted) when due, plus any applicable sales, use and property taxes. The base Payment will be adjusted proportionately upward or downward: (1) by up to 10% to accommodate changes in the actual Equipment cost; (2) if the shipping charges or taxes differ from the estimate given to you; and (3) to comply with the tax laws of the state in which the Equipment is located. If we pay any taxes, insurance or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. We may charge you for any filing or titling fees required by the Uniform Commercial Code (UCC) or other laws, which fees vary state-to-state. By the date the first Payment is due, you agree to pay us an origination fee, as shown on our invoice or addendum, to cover us for all closing costs. 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. If for any reason your check is returned for nonpayment, you will pay us a bad check 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. **MAINTENANCE AND LOCATION OF EQUIPMENT; SECURITY INTEREST:** At your expense, you agree to keep the Equipment: (1) in good repair, condition and working order, in compliance with applicable manufacturers and regulatory standards; (2) free and clear of all liens and claims; and (3) only at your address shown on page 1, and you agree not to move it unless we agree. As long as you have given us the written notice as required in paragraph 1 prior to the expiration or termination of this Agreement's term, you will return all but not less than all of the Equipment and all related manuals and use and maintenance records 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 you return, including but not limited to hard drives, disk drives or any other form of memory. You grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, and you authorize us to file a financing statement (UCC-1). You will not change your state of organization, headquarters or residence without providing prior written notice to us so that we may amend or file a new UCC-1. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. **COLLATERAL PROTECTION; INSURANCE; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against risk and loss, with us as lender's loss payee, in an amount not less than the original cost until this Agreement is terminated. You also agree to obtain a general public liability insurance policy 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. Your insurance policy(s) will provide for 10 days advance written notice to us of any modification or cancellation. You agree to provide us certificates or other evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement, you agree to pay a monthly property damage surcharge ( PDS ) of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, under the PDS program that is further described on a letter from us to you. We may make a profit on this program. Under this program, AS LONG AS YOU ARE NOT IN DEFAULT AT THE TIME OF A LOSS (excluding losses from intentional acts), the remaining balance owed on the subject Equipment will be forgiven. 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, use, condition, inspection, removal, return or storage of the Equipment. You are responsible for the risk of loss or for any destruction of or damage to the Equipment. You agree to promptly notify us in writing of any loss or damage. If the Equipment is destroyed and you do not have the PDS program, you will pay to us the unpaid balance of this Agreement, including any future rent to the end of the term plus the anticipated residual value of the Equipment (both discounted at 3%). 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 endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment. All indemnities will survive the expiration or termination of this Agreement.

5. **ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent.** Without our prior written consent, you shall not reorganize or merge with any other entity or transfer all or a substantial part of your ownership interests or assets. We may sell, assign, or transfer this Agreement without notice. You agree that if we sell, assign or transfer this Agreement, the new Owner 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 new Owner will not be subject to any claims, defenses, or offsets that you may have against us. You shall cooperate with us in executing any documentation reasonably required by us or our assignee to effectuate any such assignment. 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: (a) you do not pay any Payment or other sum due to us or any other person when due or if you break any of your promises in this Agreement or any other agreement with us or any of our affiliates or any material agreement with any other lender, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or if less, the maximum charge allowed by law. If you are ever in default, at our option, we can terminate this Agreement and require that you pay 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 at 3%). We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any or all of the remedies available to us under Articles 2A and 9 of the UCC and any other law, including requiring that you: (1) return the Equipment to us to a location we specify; and (2) immediately stop using any Financed Items. In addition, we will have the right, immediately and without notice or other action, to set-off against any of your liabilities to us any money, including depository account balances, owed by us to you, whether or not due. In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay our reasonable attorney's 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. If we have to 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. YOU AGREE THAT WE WILL 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 your rights and remedies are governed exclusively by this Agreement. You waive all rights under Article 2A (508-522) of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will not be subject to any penalties.

7. **INSPECTIONS AND REPORTS:** We will have the right, at any reasonable time, to inspect the Equipment and any documents relating to its use, maintenance and repair. Within 30 days after our request, 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 submitted to us 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.

8. **FAXED OR SCANNED DOCUMENTS, MISC.:** You agree to submit the original duly-signed documents to us via overnight courier the same day of the facsimile or scanned transmission of the documents. Any faxed or scanned copy may be considered the original, and you waive the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. 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 any telephone number, now or in the future, for a cell phone or other wireless device, you are expressly consenting to receiving communications, regardless of their purpose, at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic dialing system from us and our affiliates and agents. These calls and messages may incur access fees from your provider.

9. **WARRANTY DISCLAIMERS:** YOU AGREE THAT YOU HAVE SELECTED THE SUPPLIER AND EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND YOU DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. THE SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF THE SUPPLIER, AND NOTHING THE SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATION UNDER THIS AGREEMENT. YOU WILL CONTINUE TO 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, OR ANY OTHER ISSUE IN REGARDS TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS.

10. **LAW, JURY WAIVER:** Agreements, promises and commitments made by Owner, concerning loans and other credit extensions must be in writing, express consideration and be signed by Owner to be enforceable. This Agreement may be modified only by written agreement and not by course of performance. This Agreement will be governed by and construed in accordance with Minnesota law. You consent to jurisdiction and venue of any state or federal court in Minnesota and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, YOU AND WE WAIVE ALL RIGHTS TO A TRIAL BY JURY.

CA. JAV.

CA. JAV.



# Managed Print Services Agreement

Date: March 1, 2017  
 Contract #:  
 P.O. #:  
 Sales Rep: Veronica Oswald

<b>BILL TO</b>		<b>EQUIPMENT LOCATION</b>	
San Benito Co. Behavioral Health		Behavioral Health	
1131 San Felipe Rd.		1131 San Felipe Rd.	
Hollister CA 95023		Hollister CA 95023	
Billing Contact	Maria Sanchez	Key Operator	Maria Sanchez Phone (831)636-4020
Email	msanchez@sbcmh.org	Email	msanchez@sbcmh.org
Phone/Fax	(831)636-4020	Meter Contact Preference:	Fax Number:
		Equip <input type="checkbox"/>	Fleet view <input type="checkbox"/>
		Fax <input type="checkbox"/>	Email <input type="checkbox"/>

**MAINTENANCE AGREEMENT TERMS:**

Contract Start Date: Contract End Date:

This contract covers the below equipment and **includes** the following when box is checked:

Labor <input checked="" type="checkbox"/>	Parts <input checked="" type="checkbox"/>	4 Hour Avg. Response <input checked="" type="checkbox"/>	Drum Units <input checked="" type="checkbox"/>	Firmware Upgrades <input checked="" type="checkbox"/>
Black Toner <input checked="" type="checkbox"/>	Blk. Developer <input checked="" type="checkbox"/>	Loaner Unit if Needed <input checked="" type="checkbox"/>	Fuser Units <input checked="" type="checkbox"/>	IT Support** <input type="checkbox"/>
Color Toner <input checked="" type="checkbox"/>	Clr. Developer <input checked="" type="checkbox"/>	Preventative Maintenance <input checked="" type="checkbox"/>	Transfer Units <input checked="" type="checkbox"/>	External Fiery Controller** <input type="checkbox"/>

Other: \_\_\_\_\_

Paper, staples and equipment moves are not included in contract, unless specifically listed above. There will be a nominal shipping fee assessed on contract invoices for supply delivery fees. MBS guarantees and average 4 hour response time during normal business hours, Monday - Friday, 8AM to 5PM, holidays excluded.

Toner usage will be monitored and may be limited to 125% of the manufacturers' guaranteed image yields.

\*\* IT Support and/or External Fiery Controller is included only if Value-Added Support and/or Fiery Support options below are purchased.

MONTHLY BASE BILLING FEE			OVERAGE COST PER IMAGE:	
TYPE	Mo. Fee	Included	TYPE	Cost Per Image/Scan
BW MFP Images	\$75.00	15,000	BW MFP Images	\$0.0050
Color MFP Images			Color MFP Images	
BW Printer Images			BW Printer Images	
Color Printer Images			Color Printer Images	
Scans	No Charge	1,000	Scans	\$0.0025
Base Billed in Advance: <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly				

**ADDITIONAL COVERAGE OPTIONS:**

Value-added IT Support (for connected devices): **\$25.00 per month, billed with BW Base** Yes ☐ No ☒

Value-added IT (VIT) support includes unlimited on-site, as well as telephone help-desk support during normal business hours for IT service relating directly to the device(s) below. VIT support includes diagnosis and repair of printing and/or scanning issues associated with the device(s) below. VIT also include re-installation of print drivers, addition of new scan users, etc. as needed. VIT support does not cover IT support for other devices not included on this contract, support for software not purchased from MBS or support required as a result of changes to the network or server to which the device is connected. Customer is responsible for providing software licenses if software purchased from MBS requires re-installation. Minimum VIT agreement term is 1 year and is renewed automatically with the hardware agreement at MBS then prevailing rate. VIT **DOES NOT** include network or IT services which are not directly connected to the device(s) listed below.

Controller Support (for Fiery or e-Copy Scan Stations): ☐ per month Yes ☐ No ☒

External & internal controller fee covers repair and/or replacement of the Fiery internal OR external controller hardware and/or e-Copy scan station hardware that is external to the MFP device. This fee will be billed with the contract base.

**EQUIPMENT:**

Make/Model	Serial Number	ID Number	B/W Start Meter	Color Start Meter
Mono 808				

**MAINTENANCE AGREEMENT ACCEPTANCE:**

I have read and agree to the terms & conditions outlined above and on page two (2) of this maintenance agreement and choose to purchase the agreement at this time. I understand that this agreement is automatically renewed annually at the end of the contract term at MBS' then prevailing rates. This contract may be canceled by either party, with 30 days written notice.

I decline this maintenance agreement and understand that all future service calls will be chargeable. Fees will be based upon MBS' current hourly labor rate plus applicable travel time. Parts and supplies will be available at the manufacturer's suggested retail pricing. Guaranteed priority 4 hour average service response time is not available for equipment not under maintenance agreement.

<b>CUSTOMER ACCEPTANCE</b>		<b>MBS ACCEPTANCE</b>	
Authorized Signature	Print Name	Signature	Date



MBS Business Systems Terms and Conditions

1. References made to "MBS" shall mean Monterey Bay Systems or MBS Business Systems. Machines sold by MBS are eligible for a service contract immediately upon the delivery of the equipment. If service contract is requested at any other time, machine must first be inspected by MBS. Customer shall bear any and all costs necessary to bring machine up to specifications. Machines not sold initially by MBS which are accepted for a service contract after inspection are not covered for parts the first 60 days.
2. This is an annual contract that will automatically renew yearly after the initial period unless cancelled by customer by written notice at least thirty (30) days prior to anniversary date. Said automatic renewal is to provide uninterrupted coverage to customer. This contract may increase in cost annually to adjust with equipment age and/or change in consumable/parts pricing. This Agreement shall not be assignable or transferable by Customer without MBS's prior written consent. MBS may terminate this Agreement if Equipment is sold or transferred to a third party, and upon either event all remaining payments shall become immediately due and owing. Equipment may not be relocated without the prior written approval of MBS.
3. The pricing of this Agreement is based upon a single sided, 8.5" X 11" images and/or a single sided, 8.5"X14". 11X17 images and/or 8.5X11 two-sided images will be counted as two images. In the event of early termination by the Customer, all remaining charges shall become immediately due and owing. Customer shall pay all applicable sales tax, installation and freight charges. If Customer fails to make any payment when due, Customer agrees to pay MBS interest at the rate of one and one-half percent (1.5%) per month or the maximum interest rate permitted by law, whichever is less on any such overdue or outstanding balances. Customer shall pay a \$35.00 service charge on any and all returned checks.
4. This Agreement does not cover IT support beyond the specific equipment and included hardware listed on the front of this Agreement, unless the **Value-added IT Support** YES box is checked on the front of this document. All network support beyond the initial installation and/or scope of the Value-added IT Support (if checked) will be chargeable at MBS's standard time and materials rates, unless covered by a separate network support agreement.
5. All required preventive maintenance and emergency service necessary to keep the Equipment in efficient operating order will be performed by MBS during its regular business hours (8:00 a.m. - 5:00 p.m., Monday through Friday, except holidays).
6. MBS will replace without charge, parts which have been broken or worn through normal use and are necessary to machine servicing and maintenance adjustments, including consumables (as indicated on front of this agreement) such as toner, developer, drums and fuser rollers within the limits of their suggested yield. (Paper and Staples are excluded). Additional toner requested beyond 125% of manufacturer's average yield specifications is subject to additional charges.
7. Customer will be responsible for the daily care and cleaning of the top glass, dusting equipment, replenishing toner, clearing obvious paper jams, and reporting meter reads. It is the customer's responsibility to provide a key operator who shall be responsible for normal operator functions listed above. In addition, it is the customer's responsibility to provide MBS with meter readings as needed. If current meter reading is not submitted after repeated requests, MBS will use an estimated meter reading based on service history for billing period. Customer agrees that MBS will not be held accountable to make adjustments, repairs or replacements if MBS is not provided reasonable access to the equipment. Service calls for normal operator functions (adding or changing supplies, removing misfeeds, cleaning glass, etc.) will be subject to a time and material service charge at MBS's then current rate. Additional chargeable services include but are not limited to:
  - a) Repairs resulting from causes other than normal use: Customer's willful act; negligence or misuse; Customer's use of supplies (including paper) or spare parts which do not meet published specifications and which cause abnormally frequent service calls or service problems; accident, failure or variances of electrical power; failure to provide air conditioning, heat or humidity control as required; abuse, theft, fire, water, or any other damage resulting from uncontrollable causes. MBS will make every effort to inform Customer of potential problem prior to resorting to a chargeable service call.
  - b) Subsequent repairs made when personnel other than those of MBS or its assigned Servicing Dealer perform service.
  - c) Transportation and relocation - repairs resulting from unauthorized relocation of equipment by anyone other than MBS.
  - d) Work which Customer requests to be performed outside regular business hours.
8. When in MBS's opinion the Equipment becomes of advanced age or usage exceeds manufacturer's specifications, and cannot be maintained in good working order through MBS's routine preventive maintenance service, or if work beyond the scope of this Agreement is required, MBS shall submit to Customer a cost estimate of such work. If Customer declines to authorize the same, MBS shall have the right, on ten (10) days written notice to Customer, to terminate service under this Agreement as to any or all items of Equipment. Removed parts replaced by MBS shall become property of MBS. MBS shall have full and free access to the equipment to provide service thereon. Neither MBS nor an assigned Servicing Dealer shall be responsible for any delays in servicing the Equipment due to the inability or delay in obtaining a necessary part or supply.
9. MBS assumes no liability for operator error or damage caused by customer.
10. MBS's obligations and warranties under this agreement are in lieu of (A) all other warranties, expressed or implied, including implied warranties of merchantability and fitness for a particular purpose, which are specifically waived and (B) all other obligations or liabilities for damages including, but not limited to: 1) personal injury or property damage, or 2) loss of profit or other consequential damages arising out of or in connection with this agreement or the maintenance service caused directly or indirectly by strikes, accidents, climatic conditions, or reason of similar nature beyond its control. Customer agrees that if MBS caused any injury or damage to customer or customer's property, which said claim is not otherwise waived herein, customer agrees that the maximum amount that MBS shall have to pay customer for said injury or damage is an amount equal to the services rendered to the customer that caused said injury or damage.
11. This Agreement constitutes the entire Agreement between the parties with respect to the furnishing of maintenance service superseding all previous proposals, oral or written.
12. MBS reserves the right to withhold service and product if Customer fails to make any payment due under the terms and conditions of this Agreement. If Customer fails to make any payment when due under the terms and conditions of this Agreement as set forth above or otherwise is in default of the terms and conditions of this Agreement, Customer agrees that all payments due under said Agreement shall be accelerated and Customer shall be liable for all payments due under the full term of this Agreement that are unpaid or the reasonable cost of all services completed by MBS for the benefit of Customer, whichever is greater. If Customer breaches any term or condition of this Agreement, Customer agrees to reimburse MBS for all attorney fees and costs MBS expends to enforce the terms and conditions of this Agreement against Customer. Further, this Agreement shall be interpreted exclusively under the laws of the State of California.

APPROVED AS TO LEGAL FORM  
SAN BENITO COUNTY COUNSEL

 3-9-17  
DEPUTY COUNTY COUNSEL DATE





## CALIFORNIA JUDICIAL REFERENCE AGREEMENT

### EQUIPMENT FINANCE

This California Judicial Reference Agreement ("**Agreement**") is entered into in connection with any existing financing ("**Financing**") provided by U.S. Bank Equipment Finance, a division of U.S. Bank National Association ("USBEF") ("**Lessor/Secured Party**") to County of San Benito ("**Customer**") evidenced, secured and/or supported by one or more leases, loan agreements, notes, security agreements, supplements, guaranties and/or other documents, together with any and all schedules and riders thereto and any and all other agreements executed and delivered by Customer in connection therewith, being hereinafter referred to as the "**Financing Documents**."

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto (collectively, the "**Parties**") agree as follows:

- Any and all disputes, claims and controversies arising out of the Financing Documents or the transactions contemplated thereby (including, but not limited to, actions arising in contract or tort and any claims by a Party against Lessor/Secured Party related in any way to the Financing) (individually, a "Dispute") that are brought before a forum in which pre-dispute waivers of the right to trial by jury are invalid under applicable law shall be subject to the terms of this Agreement in lieu of the jury trial waivers otherwise provided in the Financing Documents.
- Any and all Disputes shall be heard by a referee and resolved by judicial reference pursuant to California Code of Civil Procedure Sections 638 et seq.
- The referee shall be a retired California state court judge or an attorney licensed to practice law in the State of California with at least ten (10) years' experience practicing commercial law. The Parties shall not seek to appoint a referee that may be disqualified pursuant to California Code of Civil Procedure Section 641 or 641.2 without the prior written consent of all Parties.
- If the Parties are unable to agree upon a referee within ten (10) calendar days after one Party serves a written notice of intent for judicial reference upon the other Party or Parties, then the referee will be selected by the court in accordance with California Code of Civil Procedure Section 640(b).
- The referee shall render a written statement of decision and shall conduct the proceedings in accordance with the California Code of Civil Procedure, the Rules of Court and California Evidence Code, except as otherwise specifically agreed by the Parties and approved by the referee. The referee's statement of decision shall set forth findings of fact and conclusions of law. The decision of the referee shall be entered as a judgment in the court in accordance with the provisions of California Code of Civil Procedure Sections 644 and 645. The decision of the referee shall be appealable to the same extent and in the same manner that such decision would be appealable if rendered by a judge of the superior court.
- Nothing in this Agreement shall be deemed to apply to or limit the right of Lessor/Secured Party (a) to exercise self help remedies such as (but not limited to) setoff, (b) to foreclose judicially or nonjudicially against any real or personal property collateral, or to exercise judicial or nonjudicial power of sale rights, (c) to obtain from a court provisional or ancillary remedies (including, but not limited to, injunctive relief, a writ of possession, prejudgment attachment, a protective order or the appointment of a receiver), or (d) to pursue rights against a party in a third-party proceeding in any action brought against Lessor/Secured Party (including actions in bankruptcy court). Lessor/Secured Party may exercise the rights set forth in the foregoing clauses (a) through (d), inclusive, before, during or after the pendency of any judicial reference proceeding. Neither the exercise of self help remedies nor the institution or maintenance of an action for foreclosure or provisional or ancillary remedies or the opposition to any such provisional remedies shall constitute a waiver of the right of any Party, including, but not limited to, the claimant in any such action, to require submission to judicial reference the merits of the Dispute occasioning resort to such remedies. No provision in the Financing Documents regarding submission to jurisdiction and/or venue in any court is intended or shall be construed to be in derogation of the provisions in any Financing Document for judicial reference of any Dispute.
- If a Dispute includes multiple claims, some of which are found not subject to this Agreement, the Parties shall stay the proceedings of the Disputes or part or parts thereof not subject to this Agreement until all other Disputes or parts thereof are resolved in accordance with this Agreement. If there are Disputes by or against multiple parties, some of which are not subject to this Agreement, the Parties shall sever the Disputes subject to this Agreement and resolve them in accordance with this Agreement.
- During the pendency of any Dispute which is submitted to judicial reference in accordance with this Agreement, each of the Parties to such Dispute shall bear equal shares of the fees charged and costs incurred by the referee in performing the services described in this Agreement. The compensation of the referee shall not exceed the prevailing rate for like services. The prevailing Party shall be entitled to reasonable court costs and legal fees, including customary attorneys' fees, expert witness fees, paralegal fees, the fees of the referee and other reasonable costs and disbursements charged to the Party by its counsel, in such amount as is determined by the referee.
- In the event of any challenge to the legality or enforceability of this Agreement, the prevailing Party shall be entitled to recover the costs and expenses from the non-prevailing Party, including reasonable attorneys' fees, incurred by it in connection therewith.
- THIS AGREEMENT CONSTITUTES A "REFERENCE AGREEMENT" BETWEEN OR AMONG THE PARTIES WITHIN THE MEANING OF AND FOR PURPOSES OF CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 638.

IN WITNESS WHEREOF, Lessor/Secured Party and Customer have each caused this California Judicial Reference Agreement to be duly executed as of 2017.

**U.S. Bank Equipment Finance**

Lessor/Secured Party

**County of San Benito**

Customer

**X**

Signature

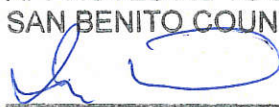
Signature

Title

Title

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE FINANCING DOCUMENTS. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL.

A595 REV 12/13

APPROVED AS TO LEGAL FORM  
SAN BENITO COUNTY COUNSEL  
 3-9-17  
DEPUTY COUNTY COUNSEL DATE

## REQUEST FOR CERTIFICATE OF INSURANCE

THIS FORM IS PROVIDED FOR THE CUSTOMER TO APPROVE AND FORWARD TO HIS INSURERS.

Date: \_\_\_\_\_

Description of Item(s) to be insured

TO: Lessee's Insurance Agent

Name of Agency: \_\_\_\_\_

Model: Konica Minolta Bizhub 808

Agent: \_\_\_\_\_

S/N: \_\_\_\_\_

Address: \_\_\_\_\_

Model: \_\_\_\_\_

\_\_\_\_\_

S/N: \_\_\_\_\_

Phone#: \_\_\_\_\_

Model: \_\_\_\_\_

Fax# : \_\_\_\_\_

S/N: \_\_\_\_\_

Email: \_\_\_\_\_

Insurable Value: \$ 9,827.50

We have entered into an agreement with the owner for the above described item(s). This is a "Net" agreement and we are responsible for the insurance. The insurance policy must include a provision for the following requirements.

COMPREHENSIVE GENERAL LIABILITY / PROPERTY DAMAGE COVERAGE:

**PLEASE SHOW AS ADDITIONAL INSURED AND LENDERS LOSS PAYEE ON THE CERTIFICATE OF INSURANCE.**

US BANCORP  
1310 MADRID STREET, STE. 101  
MARSHALL MN 56258  
PHONE: 800-328-5371  
FAX: 800-328-9092  
EMAIL: ef.insurance.group@usbank.com

I authorize the above agent to immediately place the insurance coverage required for the described item(s). Please issue a binder of insurance to the above named additional Insured and Loss Payee by return mail and replace it with the original insurance policy or endorsement within 30 days.

This certificate should indicate the following: "It is agreed that US Bancorp will be notified in writing 10 days prior to cancellation or other material change in the condition of this policy".

LesseeName: County of San Benito

Address: 1131 Felipe Road

LESSEE AGREEMENT# 2201782

City, State, Zip: Hollister, CA 95023





EQUIPMENT FINANCE

AGREEMENT NO.

2201782

**NON-APPROPRIATION ADDENDUM**

Addendum to Agreement # 2201782, dated                     , between  
County of San Benito, as Customer and **U.S. Bank Equipment Finance**, as Lessor.

The parties wish to amend the above-referenced Agreement as set forth below:

**REPRESENTATIONS AND WARRANTIES OF CUSTOMER:** Customer hereby represents and warrants to Lessor that: (a) Customer is a State, possession of the United States, the District of Columbia, or political subdivision thereof as defined in Section 103 of the Internal Revenue Code and Treasury Regulations and Rulings related thereto (the "Code"). If Customer is incorporated, it is duly organized and existing under the Constitution and laws of its jurisdiction of incorporation and will do or cause to be done all things necessary to preserve and keep such organization and existence in full force and effect. (b) Customer has been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution of its governing body (which resolution, if requested by Lessor, is attached hereto), to execute and deliver the Agreement and to carry out its obligations hereunder. (c) All legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of the Agreement. (d) The Equipment will be used by Customer only for essential governmental or proprietary functions of Customer consistent with the scope of Customer's authority and will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use. Customer's need for the Equipment is not expected to diminish during the term of the Agreement. (e) Customer has funds available to pay contracted Payments until the end of its current appropriation period, and it intends to request funds to make contracted Payments in each appropriation period, from now until the end of the term of the Agreement. (f) The Customer shall comply at all times with all applicable requirements of the Code. (g) Customer's exact legal name is as set forth on page one of the Agreement. Customer will not change its legal name in any respect without giving thirty (30) days prior written notice to Lessor.

**NON-APPROPRIATION:** If sufficient funds are not appropriated to make contracted Payments under the Agreement, the Agreement shall terminate and Customer shall not be obligated to make contracted Payments under the Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, Customer shall, no later than the end of the fiscal year for which contracted Payments have been appropriated, deliver possession of the Equipment to Lessor. If Customer fails to deliver possession of the Equipment to Lessor, the termination shall nevertheless be effective but Customer shall be responsible for the payment of damages in an amount equal to the portion of contracted Payments thereafter coming due that is attributable to the number of days after the termination during which the Customer fails to deliver possession and for any other loss suffered by Lessor as a result of Customer's failure to deliver possession as required. Customer shall notify Lessor in writing within seven (7) days after the failure of the Customer to appropriate funds sufficient for the payment of the contracted Payments, but failure to provide such notice shall not operate to extend the Agreement term or result in any liability to Customer.

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Lessor to make such changes. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer.

_____ Lessor		<u>County of San Benito</u> Customer	
_____ Signature		<u>X</u> Signature	
_____ Title	_____ Date	_____ Title	_____ Date

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

APPROVED AS TO LEGAL FORM  
 SAN BENITO COUNTY COUNSEL  
 3-9-17  
 DEPUTY COUNTY COUNSEL DATE





EQUIPMENT FINANCE

AGREEMENT NO.

2201782



## STATE AND LOCAL GOVERNMENT ADDENDUM

Addendum to Agreement # 2201782, dated [REDACTED], between **County of San Benito**, as Customer and **U.S. Bank Equipment Finance**, as Lessor.

The parties wish to amend the above-referenced Agreement by adding the following language:

**REPRESENTATIONS AND WARRANTIES OF CUSTOMER:** You hereby represent and warrant to us that: (a) you have been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (b) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (c) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (d) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use and your need for the Equipment is not expected to diminish during the term of this Agreement; (e) you have funds available to pay contracted Payments until the end of your current appropriation period, and you intend to request funds to make contracted Payments in each appropriation period, from now until the end of the term of this Agreement; and (f) your exact legal name is as set forth on page one of this Agreement.

**NON-APPROPRIATION OR RENEWAL:** If either sufficient funds are not appropriated to make contracted Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed, this Agreement shall terminate and you shall not be obligated to make contracted Payments under the Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which contracted Payments have been appropriated, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of contracted Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after your failure to appropriate funds sufficient for the payment of the contracted Payments or (to the extent required by applicable law) this Agreement is not renewed, but failure to provide such notice shall not operate to extend the Agreement term or result in any liability to you.

**TITLE TO THE EQUIPMENT:** If the selected purchase option for this Agreement is \$1.00 or \$101.00, unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement.

The parties wish to amend the above-referenced Agreement by restating the following language:

Any provision in the Agreement stating this Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: "You agree that the terms and conditions of the Agreement and any supplement or schedule thereto and any related acceptance certificate constitutes the entire agreement regarding the financing or lease of the Equipment and supersedes any purchase order, invoice, request for proposal or other related document."

Any provision in the Agreement stating that the Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "This Agreement will renew for month-to-month terms unless you purchase or return the Equipment (according to the conditions herein) or send us written notice at least 30 days (before the end of any term) that you do not want it renewed."

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.



Any provision in the Agreement stating that we may assign this Agreement is hereby amended and restated as follows: "We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent."

Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement, and you authorize us to file a UCC-1 financing statement."

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "You shall not be required to indemnify or hold us harmless against liabilities arising from the Agreement. However, as between you and us, and to the extent permitted by law and legally available funds, you shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of the Agreement to us or that arise directly from our gross negligence or willful misconduct."

Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement is hereby amended and restated as follows: "You will be in default if: (i) you do not pay any Payment or other sum due to us under the Agreement when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement, (ii) you make or have made any false statement or misrepresentation to us, (iii) you dissolve, terminate your existence or file bankruptcy, or (iv) there has been a material adverse change in your financial, business or operating condition."

Any provision in the Agreement stating that you shall pay our attorneys' fees is hereby amended and restated as follows: "In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay, to the extent permitted by law and to the extent of legally available funds, 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."

Any provision in the Agreement requiring you to pay amounts due under the Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew the Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

Any provision in the Agreement stating that the Agreement is governed by a particular state's laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "This Agreement will be governed by and construed in accordance with the laws of the state where you are located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum."

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Lessor to make such changes. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer.

**U.S. Bank Equipment Finance**

Lessor

Signature

Title

Date

**County of San Benito**

Customer

X

Signature

Title

Date

NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS

APPROVED AS TO LEGAL FORM  
SAN BENITO COUNTY COUNSEL

27636

 3-9-17  
DEPUTY COUNTY COUNSEL DATE