

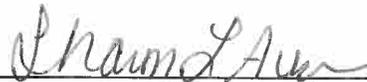
**RESOLUTION 2013-133**

**RESOLUTION OF THE TOWNSHIP OF BARNEGAT,  
COUNTY OF OCEAN, STATE OF NEW JERSEY  
AUTHORIZING THE ADMINISTRATOR TO SIGN A  
CONTRACT FOR A LEASE AGREEMENT FOR A COPIER  
WITH DUPLITRON TECHNOLOGY CENTER FOR  
THE MUNICIPAL COURT**

**BE IT RESOLVED** by the Township Committee of the Township of Barnegat, County of Ocean, State of New Jersey that the Township Administrator is hereby authorized to sign a Lease Agreement with Technology Center, 205 E 1<sup>st</sup> Avenue, Roselle, NJ for the lease of one (1) Kyocera Taskalfa 6525 copier for a 60 month period for a monthly cost of \$99.95 per month.

**CERTIFICATION**

I, Sharon L. Auer, Acting Municipal Clerk, of the Township of Barnegat, County of Ocean, State of New Jersey, do hereby certify that the foregoing resolution was duly adopted by the Township Committee of said Township at their regular meeting held on the 18<sup>th</sup> day of March, 2013, in the Municipal Complex, 900 West Bay Avenue, Barnegat, New Jersey.



Sharon L. Auer  
Acting Municipal Clerk

TOWNSHIP OF BARNEGAT, NEW JERSEY  
CERTIFICATION AS TO THE AVAILABILITY OF FUNDS

I, KATHLEEN JANESKI, CHIEF FINANCIAL OFFICER, DO HEREBY CERTIFY THAT WITH RESPECT TO AUTHORIZATION OF A LEASE AGREEMENT WITH HERITAGE BUSINESS SYSTEMS, INC. FOR THE LEASE OF ONE (1) COPIER FOR THE BARNEGAT TOWNSHIP Municipal Court:

THE FUNDS ARE AVAILABLE IN THE FOLLOWING:

APPROPRIATION: 3-01-42-855-026

SIGNATURE: \_\_\_\_\_

  
KATHLEEN JANESKI,  
CHIEF FINANCIAL OFFICER

Dated: March 18, 2013



TECHNOLOGY CENTER  
 205 E 1st Avenue  
 Roselle NJ 07203  
 www.duplitrion.com  
 Phone: (908)241-1117  
 Fax: (908)241-9555

# SERVICE MAINTENANCE AGREEMENT

# \_\_\_\_\_

DATE 02/05/13

**BILL TO LOCATION #** \_\_\_\_\_

Customer Name Barnegat Township  
 Address 900 West Bay Ave  
 City Barnegat Twp State NJ Zip 08005  
 Contact Maryellen Brown  
 Phone 609 698 0080 Fax 609-698-3806  
 e-mail address maryellen@barnegat.net

**SERVICE LOCATION #** \_\_\_\_\_

Customer Name BARNEGAT TWP  
 Address MUNICIPAL COURT  
 City \_\_\_\_\_  
 Contact \_\_\_\_\_  
 Phone \_\_\_\_\_ Fax \_\_\_\_\_  
 e-mail address \_\_\_\_\_

- ALL INCLUSIVE MAINTENANCE**  
 Includes Labor, Parts & Drums,  
 Developer, Toner and Disposal Tanks.  
*Excludes* Paper, Staples and Freight.
- FULL SERVICE MAINTENANCE**  
 Includes Labor and Parts & Drums.  
*Excludes* Developer, Toner, Disposal Tanks, Paper  
 Staples and Freight.
- FAX**  
 Includes Labor and Parts & Rollers.  
*Excludes* Imaging Units, Toner and Freight.
- BASIC MAINTENANCE**  
 Includes Labor and Parts.  
*Excludes* All Supplies, Drums and Freight.

- BILLING FREQUENCY**
- |                                    |   |
|------------------------------------|---|
| <input type="checkbox"/> MONTHLY   | <input type="checkbox"/> MONTHLY              |
| <input type="checkbox"/> QUARTERLY | <input checked="" type="checkbox"/> QUARTERLY |
| <input type="checkbox"/> ANNUAL    | <input type="checkbox"/> ANNUAL               |

**INSTALL DATE** \_\_\_\_\_  
 Initial CONTRACT START DATE will be upon install.

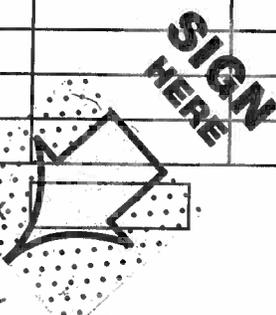
**CONTRACT START DATE** 5/1/2013

**CONTRACT END DATE** 60 months

**EQUIPMENT TYPE CODES**

C = COPIER    CC = COLOR COPIER    P = PRINTER    F = FAX    M = MULTI-FUNCTIONAL

EQUIP TYPE	MODEL NUMBER	SERIAL NUMBER	BASE CHARGE (subject to tax)	COPY ALLOWANCE	COPY CHARGE \$0.0 (subject to tax)	Starting Meter Read	EQUIPMENT ID
C	6525		22.50/mo	1,500/mo	\$0.0090		



BASE SUBTOTAL =  + TAX =       BASE TOTAL =

[Signature]      03/19/2013  
 CUSTOMER SIGNATURE      DATE

\_\_\_\_\_  
 DUPLITRON, INC. SIGNATURE      DATE

PRINTED NAME & TITLE OF PERSON SIGNING      PRINTED NAME & TITLE OF AUTHORIZED KYOCERA MITA REPRESENTATIVE

\_\_\_\_\_  
 Janet Rivera, Office Manager



**NON APPROPRIATION RIDER**

This Non-Appropriation Rider to the Lease Agreement No. \_\_\_\_\_ dated 2/5, 2013 (the "Lease"), is by and between **CIT Finance LLC** (Lessor) and Barnegat Township (Lessee). Capitalized terms used herein without definition shall be defined as provided in the Lease.

Notwithstanding anything contained in the Lease to the contrary,

1. Lessee presently intends to continue the Lease for its entire term and to pay all rentals or other payments relating thereto and shall do all things lawfully within its power to obtain and maintain funds from which the rentals and all other payments owing thereunder may be made. To the extent permitted by law, the person or entity in charge of preparing Lessee's budget will include in the budget request for each fiscal year during the term of the Lease the rentals to become due in such fiscal year, and will use all reasonable and lawful means available to secure the appropriation of money for such fiscal year sufficient to pay all rentals coming due therein. The parties acknowledge that appropriation for rentals is a governmental function which Lessee cannot contractually commit itself in advance to perform and the Lease does not constitute such a commitment. However, Lessee reasonably believes that moneys in an amount sufficient to make all rentals can and will lawfully be appropriated and made available to permit Lessee's continued utilization of the Equipment in the performance of its essential functions during the term of the Lease.

2. If Lessee's governing body fails to appropriate sufficient moneys in any fiscal year for rentals or other payments due under the Lease and if other funds are not available for such payments, then a "Non-Appropriation" shall be deemed to have occurred. If a Non-Appropriation occurs, then: (i) Lessee shall give Lessor immediate notice of such Non-Appropriation and provide written evidence of such failure by Lessee's governing body at least sixty (60) days prior to the end of the then current fiscal year or if Non-Appropriation has not occurred by that date, immediately upon such Non-Appropriation; (ii) no later than the last day of the fiscal year for which appropriations were made for the rentals due under the Lease (the "Return Date"), Lessee shall return to Lessor all, but not less than all, of the Equipment covered by the Lease, at Lessee's sole expense, in accordance with the terms hereof; and (iii) the Lease shall terminate on the Return Date without penalty or expense to Lessee and Lessee shall not be obligated to pay the rentals beyond such fiscal year, provided, that Lessee shall pay all rentals and other payments due under the Lease for which moneys shall have been appropriated or are otherwise available, provided further, that Lessee shall pay month-to-month rent at the rate set forth in the Lease for each month or part thereof that Lessee fails to return the Equipment as required herein.

3. The Lease shall be deemed executory only to the extent of monies appropriated and available for the purpose of the Lease, and no liability on account thereof shall be incurred by the Lessee beyond the amount of such monies. The Lease is not a general obligation of the Lessee. Neither the full faith and credit nor the taxing power of the Lessee are pledged to the payment of any amount due or to become due under the Lease. It is understood that neither the Lease nor any representation by any public employee or officer creates any legal or moral obligation to appropriate or make monies available for the purpose of the Lease.

4. The Lessee and Lessor agree that they intend the Lease to be an operating lease and that by the execution thereof, Lessee acquires no ownership interest in the Equipment whether vested or contingent. The Lessee's interest in the Equipment is limited to that of a lessee and Lessor retains all the rights of owner therein. Any provisions indicating to the contrary in this Rider are for precautionary purposes only.

IN WITNESS WHEREOF, each of the parties hereto has caused this Rider to be executed as of the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

**CIT Finance LLC**  
(Lessor)

By \_\_\_\_\_  
(Date)

Name/Title \_\_\_\_\_

<sup>b</sup>  
(Lessee)  
By *[Signature]* 03/19/2013  
(Date)

Name/Title \_\_\_\_\_

Lease Agreement Number: \_\_\_\_



# Lease Agreement

This Lease Agreement (the "Lease") contains the terms of your agreement with us. Please read it carefully and ask us any questions you may have. The words you, your and lessee mean you, our customer. The words we, us, our and the lessor, mean CIT Finance LLC.

## Equipment Description

Quantity	Description	Equipment Address
1	Kyocera Taskalfa 6525 copier/printer/scanner document feeder duplex Cabinet	

For additional equipment and accessories, attach addendum.  
Equipment Supplier Name, Address and Phone:

## End of Lease Purchase Option

If no box is checked or if more than one box is checked, the Fair Market Value Purchase Option will apply.

- Fair Market Value  
 \$1.00 Purchase Option  Other \_\_\_\_

## Term and Lease

Lease Payment \$99.95 (plus taxes, if applicable)  
 Term (Months) 36  
 Payment Frequency Monthly

Variable Payment Schedule if applicable:  
(Attach "Payment Schedule Addendum" if necessary)

\_\_\_\_ payments @ \_\_\_\_; followed by \_\_\_\_ payments @ \_\_\_\_ followed by \_\_\_\_ payments @ \_\_\_\_; followed by \_\_\_\_ payments @ \_\_\_\_

Payments are due in Advance

The following additional payments are due on the date you sign this agreement:

One-time Documentation Fee \$75.00 Payable with First Invoice  
Advanced Payment \$\_\_\_\_ due at Lease signing  
(including taxes, if applicable)

If more than one Lease Payment is required in advance, the additional amount will be applied at the end of the initial or any renewal term.

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for (i) if you are a legal entity, your name, address, and other information that will allow us to identify you; (ii) if you are an individual, your name, address, and date of birth. We may also ask to see your driver's license or other identifying documents.

LESSOR: CIT Finance LLC  
 10201 Centurion Parkway N. #100  
 Jacksonville, FL 32256

Authorized Signature \_\_\_\_\_ Date Signed \_\_\_\_\_

Printed Name \_\_\_\_\_

Print Title \_\_\_\_\_

## Lessee

Barnegat Township  
Lessee Legal Name

Lessee "Doing Business As" Name  
 900 West Bay Ave  
 Billing Street Address  
 Barnegat Township, NJ 08005  
 Billing City, State, Zip  
 609 698 0080  
 Billing Contact Name & Phone No.

Lessee Phone Number (if different from above)

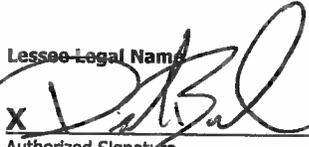
## TERMS AND CONDITIONS BY SIGNING THIS LEASE:

(i) You acknowledge that you have read and understand the terms and conditions of this Lease including those on page 2 of this Lease; (ii) You agree that this Lease is a net lease that you cannot terminate or cancel, you have an unconditional obligation to make all payments due under this Lease, and you cannot withhold, set off or reduce such payments for any reason; (iii) You will use the Equipment only for business purposes; and (iv) You agree that by providing a telephone number to a cellular or other wireless device, you are expressly consenting to receiving communications from us, our affiliates and agents (for non-marketing purposes) at that number, including, but not limited to, prerecorded and artificial voice messages, text messages, and calls from automated telephone dialing systems; these calls may incur fees from your cellular provider; and this consent applies to each such telephone number you provide to us now or in the future.

**ELECTRONIC TRANSMISSION AND COUNTERPARTS.** A fax or electronically transmitted signed version of this Lease, when received by us, shall be binding on you for all purposes as if originally signed. This Lease is not binding on us until we sign it. We may accept this Lease by signing, either manually or electronically. You agree that the only version of this Lease that is the original for all purposes is the version containing your fax or scanned signature and our signature. This Lease may be signed in counterparts each of which will be considered an original and all counterparts will be considered and constitute one and the same Lease. This Lease may be retained electronically and you agree that any such electronic version shall be fully enforceable without the need to produce an original; however we may request an original signature document.

## LESSEE SIGNATURE

Lessee Legal Name

X  \_\_\_\_\_  
Authorized Signature

X 03/19/2013  
Date Signed

X \_\_\_\_\_  
Print Signer's Name

Print Signer's Title \_\_\_\_\_

Federal Tax ID Number \_\_\_\_\_

1. **LEASE; DELIVERY AND ACCEPTANCE.** You agree to lease the equipment described on the front of this lease agreement ("Lease") (collectively "Equipment") on the terms and conditions shown on the front and back of this lease. You agree to pay the Documentation Fee with your first invoice and the Advanced Payment when you sign this Lease. You will arrange for the delivery of the Equipment to you. When you receive the Equipment, you agree to inspect it to determine if it is in good working order. This Lease will begin on the date you accept the Equipment. The Equipment will be deemed irrevocably accepted by you upon the earlier of: (a) the delivery to us of a signed Delivery and Acceptance Certificate (if requested by us); or (b) 10 days after delivery of the Equipment to you if you previously have not given written notice to us of your non-acceptance. The first Lease Payment is due on or after the date you accept the Equipment. If you accept the Equipment in accordance with this Section 1, the remaining Lease Payments will be due on the day of each subsequent month (or such other time period stated on the front of this Lease) specified by us. You will make all payments required under this Lease to us at such address as we may specify in writing. You authorize us to adjust the Lease Payment by not more than 15% if the actual Total Cash Price (which is all amounts we have paid in connection with the purchase, delivery and installation of the Equipment, including any trade-up and buyout amounts) differs from the estimated Total Cash Price. If any Lease Payment or other amount payable to us is not paid within 10 days of its due date, you will pay us a late charge not to exceed 7% of each late payment, (but in no event greater than maximum rate allowable under applicable law).

2. **NO WARRANTIES.** We are leasing the Equipment to you "AS-IS". YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE THE EQUIPMENT, WE DO NOT REPRESENT THE MANUFACTURER OR THE SUPPLIER, AND YOU HAVE SELECTED THE EQUIPMENT AND SUPPLIER BASED UPON YOUR OWN JUDGMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. YOU AGREE THAT REGARDLESS OF CAUSE, WE ARE NOT RESPONSIBLE FOR AND YOU WILL NOT MAKE ANY CLAIM AGAINST US FOR ANY DAMAGES, WHETHER CONSEQUENTIAL, DIRECT, SPECIAL, OR INDIRECT. YOU AGREE THAT NEITHER SUPPLIER NOR ANY SALESPERSON, EMPLOYEE OR AGENT OF SUPPLIER IS OUR AGENT OR HAS ANY AUTHORITY TO SPEAK FOR US OR TO BIND US IN ANY WAY. To the extent transferable, we transfer to you for the term of this Lease any warranties made by the manufacturer or Supplier under a purchase contract.

3. **EQUIPMENT LOCATION; USE AND REPAIR; RETURN.** You may not move the Equipment without our prior written consent, not to be unreasonably withheld. If we consent to a move, you agree that you will be liable for any increase in any personal property taxes as a result of that relocation. At your own cost and expense, you will keep the Equipment eligible for any manufacturer's certification, in compliance with all applicable laws and in good condition, except for ordinary wear and tear. You will not make any alterations, additions or replacements to the Equipment without our prior written consent. All alterations, additions and replacements will become part of the Equipment and our property at no cost or expense to us. We may inspect the Equipment at any reasonable time after advance notice to you. Unless you purchase the Equipment in accordance with a purchase option granted to you on the first page of this Lease, within 10 days of the expiration of this Lease, you will immediately deliver the Equipment to us in good condition and repair, except for ordinary wear and tear, to any place in the United States that we tell you, and upon our request, you will provide us with a certification from the manufacturer or its authorized representative as to the Equipment's condition. You will pay for all expenses of deinstalling, crating, shipping, and insuring the Equipment for its full replacement value during shipping. Unless we request return to us, you must retain physical possession of the Equipment through the end of the initial or any renewal lease term.

4. **TAXES AND FEES.** You will pay when due, either directly to the applicable taxing authority or to us upon our demand, all taxes, fines and penalties relating to this Lease or the Equipment that are now or in the future assessed or levied by any state, local or government authority. Unless the Purchase Option price is \$1.00, we will file all personal property, use or other tax returns (unless we notify you otherwise in writing). We do not have to contest any taxes, fines or penalties. You will pay property taxes as invoiced by us.

5. **LOSS OR DAMAGE.** As between you and us, you are responsible for any loss, theft or destruction of, or damage to the Equipment (collectively "Loss") from any cause at all, whether or not insured, until it is delivered to us at the end of this Lease. You are required to make all Lease Payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, at our option, you will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay us the amounts specified in Section 9(b) below.

6. **INSURANCE.** You are responsible for installing and keeping the Equipment in good working order. Except for ordinary wear and tear, you are responsible for protecting the Equipment from damage and loss of any kind. If the Equipment is damaged or lost, you agree to continue to pay the amounts due and to become due hereunder without setoff or defense. During the term of this Agreement, you agree that you will (1) insure the equipment against all loss or damage naming us as loss payee; (2) obtain liability and third party property damage insurance naming us as an additional insured; and (3) deliver satisfactory evidence of such coverage with carriers, policy forms and amounts acceptable to us. All policies must provide that we be given thirty (30) days written notice of any material change or cancellation. If you do not provide evidence of acceptable insurance, we have the right, but no obligation, to obtain insurance covering our interest in the Equipment for the lease term, and renewals. Any insurance we obtain will not insure you against third party or liability claims and may be canceled by us at any time. In the event we obtain the above-described insurance, you will be required to pay us an additional amount each month for the insurance premium and an administrative fee. You agree that we, or one of our affiliates, may make a profit in connection with the insurance we obtain. The cost may be more than the cost of obtaining your own insurance. You agree to cooperate with us, our insurer and our agent in the placement of coverage and with claims. If you later provide us with evidence that you have obtained acceptable insurance, we will cancel the insurance we obtained. The insurance we obtain (1) will not name you as an insured, additional insured, or loss payee; (2) will not provide you with liability insurance; (3) may not pay any claim that you make; (4) will not pay any claim made against you; and (5) may be cancelled by us at any time. You agree to cooperate with us, our insurer, and our agent in the placement of coverage and with claims.

7. **TITLE; RECORDING.** Unless you are given a \$1.00 purchase option, we are the owner of and will hold title to the Equipment. However, if you are given a \$1.00 purchase option, you agree that this transaction is a true lease. You will keep the Equipment free of all liens and encumbrances. Unless this transaction is deemed to be a lease intended for security, you grant us a security interest in the Equipment (including any replacements, substitutions, additions, attachments and proceeds). YOU AUTHORIZE US TO FILE, FINANCING STATEMENTS COVERING THE EQUIPMENT.

8. **DEFAULT.** Each of the following is a "Default" under this Lease: (a) you fail to pay any Lease Payment or any other payment within 30 days of its due date; (b) you do not perform any of your other obligations under this Lease or in any other agreement with us or with any of our affiliates and this failure continues for 30 days after we have notified you of it; (c) you become insolvent, you dissolve, you assign your assets for the benefit of your creditors, you sell, transfer or otherwise dispose of all or substantially all of your assets, or you enter (voluntarily or involuntarily) any bankruptcy or reorganization proceeding; (d) without our prior written consent, which will not be unreasonably withheld or delayed, you merge or consolidate with any other entity and you are not the survivor of such merger or consolidation; or (e) any guarantor of this Lease dies, does not perform its obligations under the guaranty, or becomes subject to one of the events listed in clause (c) of this Section 8.

9. **REMEDIES:** If a Default occurs, we may do one or more of the following (a) we may cancel or terminate this Lease and any or all other agreements that we have entered into with you; (b) we may require you to immediately pay us, as compensation for loss of our bargain and not as a penalty, a sum

equal to (i) the present value of all unpaid Lease Payments for the remainder of the term plus, the present value of our anticipated residual interest in the Equipment, each discounted at the lesser of (1) the rate implicit in the Lease, or (2) 4% per year, plus (ii) past due interest at the rate of 18% per annum, plus (iii) all other amounts due and to become due under this Lease; (c) we may require you to deliver the Equipment to us as set forth in Section 3; (d) we or our agent may peacefully repossess the Equipment without court order and you will not make any claims against us for damages or trespass or any other reason; and (e) we may exercise any other right or remedy available at law or in equity. In the event of a dispute arising out of this Lease, the prevailing party shall be entitled to its reasonable collection costs and attorney fees and costs incurred in enforcing or defending this Lease. If we take possession of the Equipment, we may sell or otherwise dispose of it with or without notice, at a public or private sale, and apply the net proceeds (after we have deducted all costs related to the sale or disposition of the Equipment) to the amounts that you owe us. You will remain responsible for any amounts that are due after we have applied such net proceeds. You agree that if notice of sale is required by law to be given, 10 days notice shall constitute reasonable notice. If we delay or fail to enforce any of our rights under this Lease, we will still be entitled to enforce those rights at a later time.

10. **FINANCE LEASE STATUS.** You agree that if Article 2A-Leases of the Uniform Commercial Code applies to this Lease, this Lease will be considered a "finance lease" as that term is defined in Article 2A. By signing this Lease, you agree that either (a) you have reviewed, approved, and received a copy of the purchase contract or (b) that we have informed you of the identity of the Supplier, that you may have rights under the purchase contract, and that you may contact the supplier for a description of those rights. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A.

11. **ASSIGNMENT.** YOU MAY NOT ASSIGN, SELL, TRANSFER OR SUBLEASE THE EQUIPMENT OR YOUR INTEREST IN THIS LEASE, WITHOUT OUR PRIOR WRITTEN CONSENT, WHICH CONSENT WILL NOT BE UNREASONABLY WITHHELD. We may, without notifying you, sell, assign, or transfer this Lease and our rights in the Equipment. You agree that the new owner will have the same rights and benefits that we have now under this Lease but not our obligations, which we will remain responsible for. The rights of the new owner will not be subject to any claim, defense or set-off that you may have against us or the supplier.

12. **PURCHASE OPTION; AUTOMATIC RENEWAL.** If no Default exists under this Lease, you will have the option at the end of the initial or any renewal term to purchase all (but not less than all) of the Equipment at the Purchase Option price shown on the front of this Lease, plus any applicable taxes. Unless the Purchase Option price is \$1, you must give us at least 90 days but no more than 180 days written notice before the end of the initial lease term, or 30 days prior to the end of any renewal term, that you will either purchase or return the Equipment to us. If you do not give us such written notice or, having given such notice, if you do not purchase or deliver the Equipment in accordance with the terms of this Lease, this Lease will automatically renew for an initial 3 month renewal term and thereafter for successive one month terms unless and until you give us the 30 day notice and either purchase or deliver the Equipment to us. Each month during such renewal term(s) the Lease Payment will remain the same. We may cancel an automatic renewal term by sending you 10 days prior written notice. If the Fair Market Value Purchase Option has been selected, we will use our reasonable judgment to determine the Equipment's Fair Market Value as configured, in place, and installed. You agree that Fair Market Value is the amount that may reasonably be expected for the installed Equipment in an exchange between a willing buyer and a willing seller, including costs to make the Equipment fully operational. If you do not agree with our determination of the Equipment's Fair Market Value, the Fair Market Value will be determined at your expense by an independent appraiser mutually acceptable to you and us. Upon payment of the Purchase Option price, we shall transfer our interest in the Equipment to you "AS-IS, WHERE-IS" without any representation or warranty whatsoever and this Lease will terminate.

13. **INDEMNIFICATION.** You are responsible for any losses, damages, penalties, claims, suits and actions (collectively "Claims"), whether based on a theory of strict liability or otherwise caused by or related to or in any manner arising from the Equipment. You agree to reimburse us for and if we request, to defend us against, any Claims, except Claims caused by our willful misconduct. You agree that your obligations under this Section 13 and Section 4 shall survive the termination of this Lease for Claims arising during the term of this Lease.

14. **CREDIT INFORMATION; FINANCIAL STATEMENTS.** YOU AUTHORIZE US OR ANY OF OUR AFFILIATES TO OBTAIN CREDIT BUREAU REPORTS, AND MAKE OTHER CREDIT INQUIRIES THAT WE DETERMINE ARE NECESSARY. You agree to provide us copies of your balance sheet, income statement and other financial reports as we may reasonably request.

15. **SOFTWARE.** The Products provided hereunder may include certain Software imbedded, or loaded on the Equipment, that you agree to use consistent with the underlying software license granted to you under your purchase contract. You acknowledge that such Software enhances the value of the Products. Where required by the Software owner, you agree to execute a separate license agreement with the owner for the use of the Software ("License Agreement"). We do not have any obligations under the License Agreement. However, you have granted us certain rights under this Lease on which the software is loaded and agree to not remove any software without our written consent. Except as expressly modified by this Section 15, all the terms and conditions of this Lease shall apply to the Software including, without limitation, Section 2.

16. **DATA SECURITY.** Some or all of the items of Equipment returned to us at any time may contain sensitive information or data belonging to your organization, or your customer/clients/patients, that is stored, recorded, or in any way contained within or on the Equipment. You specifically agree that before the Equipment is shipped to or retrieved by us or our agents, or removed by a supplier, you will, at your sole cost and expense, permanently destroy, delete and remove all such information and data that is stored, recorded or in any way contained within or on the Equipment, to the extent that further recovery of any of such data and information is not possible. You have the sole responsibility to so destroy, delete, and remove all data and information stored in or on the Equipment. We have absolutely no liability for any data or information that you fail to so destroy, delete, and remove. All hard drives and other data retention components must function as originally installed after data removal.

17. **MISCELLANEOUS.** (a) Choice of Law. This Lease shall be governed by the laws of the Utah (without regard to the conflict of laws principles of such state). (b) Jury Trial. YOU EXPRESSLY WAIVE TRIAL BY JURY AS TO ALL ISSUES ARISING OUT OF OR RELATED TO THIS LEASE. (c) Entire Agreement. The Lease constitutes the entire agreement between you and us and supersedes all prior agreements. (d) Enforceability. If any provision of this Lease is unenforceable, illegal or invalid, the remaining provisions shall continue to be effective. (e) Amendment. This Lease may not be modified or amended except by a writing signed by you and us, either manually or electronically. You agree however, that we are authorized, without notice to you, to supply missing information or correct obvious errors in the Lease, such as serial numbers, or correct typographical, immaterial, or obvious errors in this Lease provided that such change does not materially alter your obligations under this Lease. (f) Notice. All notices shall be in writing and shall be delivered to the appropriate party personally, by private courier, by facsimile transmission, or by mail, postage prepaid, at its address shown herein or to such other address as directed in writing by such party. (g) Usury. It is the express intent of both of us not to violate any applicable usury laws or to exceed the maximum amount of interest permitted to be charged or collected by applicable law, and any thereafter excess payment will be applied to the Lease Payments in inverse order of maturity, and any remaining excess will be refunded to you. (h) Prepayment. Prepayment or early termination is not permitted except at such time and on such terms and conditions as Lessor may agree in writing. (i) NSF. We may also charge you \$25.00 for each returned check or if an ACH debit is not honored by your bank. (j) Restrictive Endorsements. You agree that any restrictive endorsement (such as "payment in full", "final payment" or otherwise) on any check submitted in payment for this Lease shall have no force and effect and that we may cash the check and apply the proceeds without issued by you in conjunction with this Lease are issued solely for your administrative purposes prejudice to our rights under this Lease. (k) Purchase Orders. You agree that any purchase orders and no terms or conditions contained in the purchase order will change or modify the terms and conditions of this Lease.