

Lease Agreement



CONTRACT NUMBER

CUSTOMER NAME	Municipality of West Elgin			
BILLING ADDRESS	P.O. BOX SUITE / FLOOR STREET 22413 Hoskins Line			
	CITY / PROVINCE Rodney ON		POSTAL CODE NOL 2C0	
CUSTOMER CONTACT	PERSON TO CONTACT		TELEPHONE 519-785-0560	FAX
PRE-AUTHORIZED PAYMENTS	NAME OF BANK OR FINANCIAL INSTITUTION ACCOUNT #		BRANCH # (5 Digits)	FINANCIAL INSTITUTION # (3 Digits)
	PLEASE ATTACH AN UNSIGNED SAMPLE CHEQUE			
VENDOR	NAME		SALES REP	
	ADDRESS		TERRITORY	
EQUIPMENT DESCRIPTION	QUANTITY	DESCRIPTION (MAKE, MODEL, SERIAL NUMBER AND DESCRIPTION)		
	1	FP FPI 2720 folding inserting system		
RENTAL DETAILS	TERM	PAYMENT FREQUENCY	NUMBER OF PAYMENTS	RENTAL AMOUNT
	60 MONTHS	<input type="checkbox"/> MONTHLY <input checked="" type="checkbox"/> QUARTERLY <input type="checkbox"/> ANNUALLY	20	\$ 717.00 PLUS APPLICABLE TAXES
BILLING SURCHARGE	If above Rental Amount is less than \$150.00, Customer hereby acknowledges that a \$5.00 surcharge will be added to each Rental to cover Lessor's billing and handling expenses. Customer may avoid this billing surcharge by completing the "Pre-Authorized Payments" box above.			

CUSTOMER ACKNOWLEDGES HAVING REVIEWED THIS ENTIRE LEASE AGREEMENT, WHICH CONSISTS OF THREE (3) PAGES, INCLUDING THE TERMS AND CONDITIONS ON THE SECOND PAGE HEREOF. CUSTOMER FURTHER ACKNOWLEDGES THAT THIS AGREEMENT MAY BE DIGITALLY SCANNED AND TRANSMITTED TO THE LESSOR BY E-MAIL OR FACSIMILE FOLLOWING SIGNING BY THE CUSTOMER, AND THAT ON ACCEPTANCE BY LESSOR OF SUCH SIGNED AGREEMENT IN FACSIMILE, DIGITAL OR OTHER FORM, SUCH SIGNED AGREEMENT IN THE LESSOR'S POSSESSION SHALL BE DEEMED FOR ALL PURPOSES TO BE AN EXECUTED ORIGINAL.

ASSIGNMENT: LESSOR HEREBY SELLS, ASSIGNS AND TRANSFERS ALL OF ITS RIGHT, TITLE AND INTEREST IN THIS AGREEMENT AND THE EQUIPMENT TO THE ASSIGNEE NAMED BELOW AND CUSTOMER HEREBY CONSENTS TO SUCH ASSIGNMENT. CUSTOMER AGREES TO REMIT ALL RENTALS AND OTHER AMOUNTS OWING UNDER THIS AGREEMENT TO THE ASSIGNEE UPON RECEIPT OF INVOICE, WHICH RECEIPT SHALL CONSTITUTE NOTICE TO THE CUSTOMER OF SUCH ASSIGNMENT.

FOR OFFICE USE ONLY

EXECUTED AS LESSOR UNDER BOTH THE LEASE AGREEMENT AND THE ABOVE ASSIGNMENT.

Melcarm Group Inc.

BY : X
(Authorized Signature)

ASSIGNED TO : _____
("Assignee")

CUSTOMER (Legal Name)

Municipality of West Elgin

The undersigned affirms that he/she is duly authorized to execute this Agreement.

BY : X TITLE X
(Authorized Signature)

BY : X TITLE _____
(Authorized Signature)

CONTRACT NUMBER

Terms and Conditions

Lessor hereby rents to Customer and Customer rents from Lessor the personal property listed and described on the first page ("Equipment") under the terms and conditions set forth herein. Customer warrants that the Equipment is being rented and will be used for business and commercial purposes only. This Lease Agreement ("Agreement") shall not become binding on Lessor until accepted in writing by Lessor as evidenced by the signature of duly authorized representative of Lessor in the space provided on the first page.

1. **NON-CANCELLABLE CONTRACT.** This Agreement cannot be terminated during the term set forth on the first page ("Term") except as expressly provided herein.
2. **RENTAL.** Customer shall pay to Lessor on the first day of each payment period of the Term the Rental Amount set forth on the first page ("Rental") commencing in the month during which the Equipment is delivered to Customer and continuing for the Term. If the Rental includes a cost of service or maintenance, Customer acknowledges that such inclusion is for Customer's convenience. Customer's obligation to make Rental and other payments hereunder to Lessor shall be absolute and unconditional and Customer will not assert against Lessor any claim by way of abatement, defense, setoff, compensation, counterclaim or the like which Customer might have under any service or maintenance agreement or otherwise at law or in equity.
3. **LOCATION AND USE.** The Equipment shall be located and used at the place designated on the first page and shall not be moved without the prior written consent of Lessor. Customer shall at its own cost and expense keep the Equipment in good repair, condition and working order and furnish all parts and servicing required therefor. Customer shall cause the Equipment to be operated carefully in compliance with manufacturer's recommendations and applicable laws and regulations, by competent and duly qualified personnel only.
4. **REPRESENTATIONS AND WARRANTIES.** Customer acknowledges that the vendor and/or manufacturer of the Equipment and the Equipment and its specifications have been selected by Customer for the purpose of the rental thereof to Customer under this Agreement. Except as hereafter set forth, no representation or warranty, express or implied legal, statutory, customary or otherwise is given or made by Lessor in respect of the Equipment, including but without limitation the merchantability, condition, design, operation or fitness for purpose of use thereof or its freedom from liens and encumbrances. If the Equipment is not properly installed, does not operate as intended by Customer or as represented by the manufacturer or vendor, totally fails to function or perform so as to give rise to a fundamental breach or alleged fundamental breach with respect to the Equipment, or is unacceptable for any other reason whatsoever, Customer shall claim only against such vendor or manufacturer under such warranties made available to Customer and shall nevertheless unconditionally pay Lessor all Rental and other amounts payable hereunder. In no event shall Lessor be liable to Customer for damages, whether direct, indirect, special, consequential or otherwise, resulting from or in any way connected with the use or performance of the Equipment and Customer hereby indemnifies and holds harmless Lessor against any such damages. If the Lessor is the manufacturer and/or vendor of the Equipment, any applicable warranties provided in the price lists, instruction manuals, or policies of the Lessor shall continue to apply but shall not form part of this Agreement. If and to the extent assignable, Lessor hereby assigns to Customer and Customer hereby accepts for and during the applicable Term, the warranties, if any, of the vendor and/or manufacturer with respect to the Equipment. If required, Customer shall obtain vendor's and/or manufacturer's consent to any such assignment.
5. **ASSIGNMENT BY LESSOR.** Lessor may at any time without notice to or the consent of Customer assign all or part of its interest in this Agreement and the Rentals and other moneys payable hereunder. In the event of such assignment by Lessor ("Assignor"), the assignee ("Assignee") shall be entitled to enforce the rights and remedies so assigned and to provide any notice, correspondence or demand hereunder in its own name in place of Assignor and Customer hereby accepts the assignment of all such rights and remedies. The Assignee shall be under no liability to Customer to perform Assignor's obligations, if any, with regard to the service or performance of the Equipment and shall not be liable for any breach of warranty or any other liability arising from the manufacture or use of the Equipment or its fitness for use for the purposes for which it was intended. Assignor hereby represents and warrants to Assignee that the Agreement herein referred to is genuine, the only document executed with respect to the Equipment and that all statements contained herein are true and correct.
6. **PRE-AUTHORIZED PAYMENTS.** This section applies only if the "Pre-Authorized Payments" box on the first page has been completed. Customer hereby authorizes Lessor to debit Customer's account at the financial institution listed above and identified on the attached specimen cheque (the "Bank Account") for the purpose of making all payments due under this Agreement, in the amounts and on the payment dates set out herein in accordance with the terms of this Agreement (this authority to debit Customer's Bank Account is called your "PAP Authorization"). Customer acknowledges that the PAP Authorization is provided for the benefit of Lessor and Customer's financial institution and is provided in consideration of the financial institution agreeing to process debits against your Bank Account in accordance with the rules of the Canadian Payments Association. Customer acknowledges that this PAP Authorization is for business purposes only and not for personal, family or household purposes. Customer may cancel this PAP Authorization at any time, subject to providing Lessor 30 days prior notice of cancellation. To obtain a sample cancellation form, Customer may contact its financial institution or visit www.cdnpay.ca. Customer acknowledges that this PAP Authorization applies only to the method of payment under this Agreement and any cancellation of this PAP Authorization does not cancel, and has no effect, upon obligations under this Agreement. Customer acknowledges that Lessor may assign this PAP Authorization, whether directly or indirectly, by operation of law, change of control or otherwise, by providing at least 10 days prior notice to Customer, including the identity and contact information of the Assignee. Customer further acknowledges that receipt of Assignee's invoice shall be sufficient notice of the assignment of this PAP Authorization. Customer has certain recourse rights if any debit does not comply with this PAP Authorization. For example, Customer has the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAP Authorization. To obtain more information on these recourse rights, Customer should contact its financial institution or visit www.cdnpay.ca. To make inquiries, obtain information or seek recourse with respect to any debit issue by Lessor under this PAP Authorization, Customer may contact Lessor by fax at 1-888-863-8584, or if assigned, to Assignee at the contact number noted on Assignee's invoice. Customer consents to the disclosure of any personal information contained in this PAP Authorization to Lessor's financial institution, and to any such Assignee or successor, for the purposes of this PAP Authorization. Customer waives any right to receive any notice, written or otherwise, of the amount(s) to be debited and the date(s) on which such debits are to be processed, as well as notice of future changes to the amount(s) or payment dates. This waiver does not apply to sporadic or one-time debits for which Customer's specific authorization is required. Customer warrants that all persons whose signatures are required to sign on the Bank Account have signed this Agreement.
7. **CONTINUING AGREEMENT.** Provided Customer is not in default hereunder, this Agreement will be automatically renewed on a month-to-month basis upon the expiration of the Term ("Renewal Period") upon and subject to the terms and conditions set forth herein including the periodic Rental unless either Lessor or Customer has notified the other in writing within thirty (30) days prior to the expiration of the Term to the effect that the Renewal Period will not be entered into. During the Renewal Period, either party may cancel this Agreement by providing thirty (30) days' written notice to the other party.
8. **RETURN OF EQUIPMENT.** In the event either party elects not to proceed into the Renewal Period or being in the Renewal Period elects to cancel this Agreement, Customer shall, at its own risk and expense, immediately return the Equipment to Lessor, or its designated agent, in the same condition as when delivered, ordinary wear and tear excepted, at such location as Lessor shall designate.
9. **LAW AND TAXES.** Customer shall comply with all governmental laws, regulations and orders relating to this Agreement, the Equipment and its use and agrees to pay when due all license fees, assessments and all taxes, including but not limited to sales, goods and services, property, excise, and other taxes now or hereafter imposed by any federal, provincial, municipal or other taxing authority upon this Agreement or any Equipment, or the purchase, ownership, delivery, renting, possession, use, operation and return thereof (but excluding income and capital taxes of Lessor). Lessor may in its discretion pay any fees, taxes or other lawful charges which Customer fails to pay, whereupon such amounts shall become immediately due from Customer to Lessor.
10. **EQUIPMENT RISK AND INSURANCE.**
 - a) **Risk.** The Equipment shall be at the risk of Customer.
 - b) **Liability Insurance.** When required by Lessor, Customer shall obtain and maintain for the entire Term and any Renewal Period of this Agreement, at its own expense, insurance against liability arising from damage to property of others and bodily injury or personal injury ("Liability Insurance") in such amounts, in such form and with such insurers as shall be satisfactory to Lessor. Lessor shall be named as an additional insured in such Liability Insurance policy.
 - c) **Property Insurance.** Customer shall obtain and maintain for the entire Term and any Renewal Period of this Agreement, at its own expense, property insurance against loss, theft, damage or destruction of the Equipment ("Property Insurance") in such form and with such insurers as shall be satisfactory to Lessor and in an amount not less than the full replacement value of the Equipment or the then relevant Financial Obligation as set forth in the section entitled Default, whichever is greater, naming Lessor as the sole loss payee. A certificate of insurance or other evidence satisfactory to Lessor shall be delivered to Lessor or its designee within thirty (30) days of this Agreement. Customer agrees that if it does not provide Lessor with satisfactory evidence of Property Insurance within the required time period, then Lessor shall have the right, but not the obligation, to have its own Property Insurance placed on the Equipment at Customer's expense. Customer's expense shall include the full premium paid by Lessor and any charges or fees of Lessor or its designee associated with Lessor placing its own insurance on the Equipment. Customer agrees that the Rental shall be increased to cover such expense during the period such Property Insurance is in effect.
 - d) **Discontinuance of Property Insurance.** Lessor may, at its sole discretion, at any time discontinue the provision of its own Property Insurance coverage by providing Customer with thirty (30) days written notice of such discontinuation, in which event Customer's insurance obligations to provide Property Insurance, at its own expense, shall apply.
 - e) **Payment upon loss or damage.** In the event that any item of the Equipment shall become lost or stolen, destroyed or damaged beyond repair for any reason, or in the event of any condemnation, confiscation, theft or seizure or expropriation of such item, Customer shall promptly notify Lessor and pay to Lessor with respect to such item or items an amount of equal to Customer's then relevant Financial Obligation.
11. **ASSIGNMENT BY CUSTOMER.** Customer agrees not to sell, assign, sublet, pledge, hypothecate or otherwise encumber or suffer a lien upon or against an interest in this Agreement or the Equipment without the prior written consent of Lessor. In the event of an assignment, Customer agrees to pay an assignment fee to Lessor, to be determined by Lessor as a reasonable estimate of its administrative costs to assess and document the assignment.
12. **TITLE.** Lessor is the owner of the Equipment, but not the software which accompanies or resides in the Equipment ("Software"). Customer shall have no right, title or interest in the Equipment other than, conditional upon Customer's compliance with and fulfillment of the terms and conditions of this Agreement, the right to maintain possession and use of the Equipment for the full Term and any Renewal Period. Customer's rights to the Software shall be governed by the Software license accompanying or imbedded in the Software. Lessor may require plates or markings to be affixed to or placed on the Equipment indicating Lessor is the owner. Lessor and Customer hereby confirm their intent that the Equipment shall always remain and be deemed personal or moveable property, even though said Equipment may hereafter become attached or affixed to realty.
13. **CONTRACT REPLACEMENT.** If Customer has a rental or lease contract that is being terminated and replaced by this Agreement, Customer hereby acknowledges and consents that the remaining balance of payments and other amounts owing under any such replaced contract have been prorated and included in the Rental payable under this Agreement.
14. **DEFAULT.** The occurrence or happening of any one or more of the following events shall constitute an event of default: (i) failure by Customer to pay any Rental or other amounts payable hereunder within five (5) days of the due date thereof; (ii) failure by Customer to perform or observe any covenant, condition or agreement to be performed or observed hereunder and such failure shall continue for a period of 20 days; (iii) any representation or warranty made by Customer herein or in any document or certificate furnished to Lessor in connection herewith or pursuant hereto shall prove to be incorrect at any time in any material respect; (iv) if Customer enters into a transaction involving the sale of its assets in bulk or if Customer attempts to sell or dispose of, or in any way part with possession of any of its assets outside the ordinary course of its business; (v) if Customer becomes insolvent or bankrupt or makes an assignment for the benefit of creditors or consents to the appointment of a trustee or receiver, or a trustee or receiver be appointed for Customer or for a substantial part of its property; (vi) if bankruptcy, reorganization or insolvency proceedings be instituted by or against Customer; (vii) a writ, execution, attachment or similar process be issued or levied against the Equipment. Upon the happening of an event of default, Lessor in its absolute discretion may: (a) enter upon the premises where the Equipment is located and take immediate possession thereof, whether it is affixed to realty, not, and remove the same, without liability to Lessor for or by reason of such entry or taking of possession, whether for damage to property or otherwise, and sell, rent or otherwise dispose of the same for such consideration and upon such terms and conditions as Lessor may reasonably deem fit; (b) in the name of and as the irrevocably appointed agent and attorney for Customer and without terminating or being deemed to have terminated this Agreement, take possession of the Equipment and proceed to rent the Equipment to any other person, firm or corporation on such terms and conditions, for such rental and for such period of time as Lessor may deem fit and receive, hold and apply the same against monies expressed to be payable from time to time by Customer hereunder; (c) terminate this Agreement and by written notice to Customer specifying a payment date not earlier than five (5) days from the date of such notice, require Customer to pay to Lessor as its financial obligation ("Financial Obligation") on the date specified in such notice the sum of (i) any Rental and other amounts due and unpaid, and (ii) as a genuine pre-estimate of liquidated damages for loss of a bargain and not as a penalty, an amount equal to the present value of the aggregate of all Rental payable to the expiration of the Term calculated by discounting such amounts at the lower of the inherent rate in this Agreement (as determined by Lessor, acting reasonably) and two percent (2%) per annum, and (iii) the amount of any residual interest which Lessor may have in the Equipment and which was used in the establishment of the Rental and Term; (d) as a late charge, require the payment of interest at the rate of 24% per annum on any overdue payment until paid; plus all applicable taxes. Upon payment by Customer of its Financial Obligation, Lessor shall refund to Customer the net amount received by Lessor on any sale, lease or disposition of the Equipment after deducting all costs and expenses incurred by reason of the occurrence of the event of default or the exercise of Lessor's remedies in respect thereof, including selling commissions and expenses and legal fees and disbursements on a solicitor/client basis. Except as otherwise expressly provided above, no remedy referred to in this section is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available to Lessor at law or in equity.
15. **NOTICES.** Any notices and demands required to be given herein shall be given to the parties in writing and by registered mail at the address herein set forth, or to such other address as the parties may hereafter substitute by written notice given in the manner prescribed in this section. Lessor and Customer hereby agree that all documents, including this Agreement, sent by facsimile or other means of electronic transmission to the other party shall be considered to be original documents.
16. **FURTHER ASSURANCES.** Customer will promptly execute and deliver to Lessor such further documents and take such further action as Lessor may request in order to more effectively carry out the intent and purpose hereof. At Lessor's request, Customer shall send Lessor its audited and/or unaudited financial statements within fourteen (14) days of such request.
17. **COLLECTION CHARGES.** Should Customer fail to pay when due any Rental or other amount required to be paid to Lessor hereunder, Customer shall pay to Lessor, in addition thereto, a late charge of ten dollars (\$10.00) for each month or part thereof for which said Rental or other sum shall be delinquent together with interest on any and all delinquent payments and amounts in default from the date thereof until paid in full at the rate of 24% per annum calculated monthly. Customer further agrees to pay to Lessor a returned cheque or non-sufficient funds (NSF) charge established by Lessor from time to time.
18. **CREDIT INVESTIGATION.** CUSTOMER HEREBY CONSENTS TO LESSOR CONDUCTING A PERSONAL INVESTIGATION OR CREDIT CHECK UPON CUSTOMER SUBJECT TO APPLICABLE LEGISLATION. AT LESSOR'S REQUEST, CUSTOMER AGREES TO PAY A CONTRACT INITIATION FEE TO LESSOR TO COVER LESSOR'S INITIAL PROCESSING AND REGISTRATION COSTS.
19. **ADD-ON EQUIPMENT.** Customer and Lessor agree that additional Equipment ("Add-on Equipment") may be rented pursuant to this Agreement, the terms and conditions of which shall apply thereto, provided Customer and Lessor agree in writing to the specific terms and conditions of such rental. Any such written agreement, which may include a purchase order issued by Customer for such Add-on Equipment, shall provide: (1) reference to this Agreement; (2) a description of the Add-on Equipment; (3) the Term of such rental; (4) the payment frequency or number of payments; and (5) the Rental amount payable for the Add-on Equipment. The rental of such Add-on Equipment shall be subject to the terms and conditions of this Agreement except as specifically provided in such written agreement.
20. **WAIVER.** The parties hereto agree that this document be written in the English language. Les parties aux présentes conviennent à ce que ce document soit rédigé en anglais.
21. **MISCELLANEOUS.** This Agreement shall be governed by the law of the Province or Territory in which the Equipment is located. Time is of the essence with respect to this Agreement and no waiver by Lessor of any default shall constitute a waiver of any other default by Customer or waiver of Lessor's rights. Should Customer fail to perform any obligation hereunder, Lessor may cause such obligation to be performed and the cost thereof together with interest at 24% per annum shall be considered as additional rental to be paid by Customer. This Agreement contains the whole of the agreement between the parties and there are no collateral agreements or conditions not specifically set forth herein and no modifications, amendments or variations shall be effective or binding unless agreed to in writing and properly executed by the parties. This Agreement shall be binding upon and enure to the benefit of the parties hereto, and their permitted successors and assigns. Any provision of this Agreement which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The Customer acknowledges and agrees that clerical errors shall not affect the validity of this agreement and Lessor shall be entitled to unilaterally correct the same. CUSTOMER ACKNOWLEDGES THAT STATEMENTS UNDER THE VARIOUS PROVINCIAL PERSONAL PROPERTY SECURITY ACTS AND THE CIVIL CODE OF QUEBEC MAY BE REGISTERED WITH RESPECT TO THE AGREEMENT AND THE EQUIPMENT AND HEREBY WAIVES RECEIPT OF, AND THE RIGHT TO RECEIVE, A COPY OF ANY SUCH REGISTERED STATEMENT OR VERIFICATION STATEMENT WITH RESPECT THERETO. TO THE EXTENT NOT PROHIBITED BY ANY LAW APPLICABLE TO AND GOVERNING THIS AGREEMENT, CUSTOMER HEREBY WAIVES THE BENEFIT OF ALL PROVISIONS OF ANY LAW, STATUTE OR REGULATION WHICH WOULD IN ANY MANNER AFFECT LESSOR'S RIGHTS AND REMEDIES HEREUNDER, INCLUDING PROVISIONS OF THE LIMITATIONS OF CIVIL RIGHTS ACT OF SASKATCHEWAN. FOR PURPOSES OF THE CIVIL CODE OF QUEBEC, THE CUSTOMER ACKNOWLEDGES THAT THIS AGREEMENT SHALL BE CONSIDERED A CONTRACT OF LEASING.

Delivery and Acceptance Certificate



CONTRACT NUMBER

Customer hereby acknowledges delivery and/or installation of the Equipment under the subject Agreement and confirms that the Equipment has been inspected, is in good operating condition, is totally fit for its intended purpose and is in all respects as represented.

Location of Equipment (if different than billing address)

Landlord Name and Address (Quebec Only)

CUSTOMER

(Legal Name)

Municipality of West Elgin

The undersigned affirms that he/she is duly authorized to execute this Certificate.

BY: X Y
(Authorized Signature)

TITLE: Y

DATE: Y

Guaranty



CONTRACT NUMBER

For good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned party ("Guarantor") unconditionally guarantees to Lessor or its Assignee the full and prompt performance by Customer under the subject Agreement referenced above, all of the obligations of Customer with respect to the subject Agreement and agrees to indemnify Lessor or its Assignee against any loss they may incur resulting from the failure by Customer to perform such obligations. Guarantor acknowledges having received a copy of the subject Agreement, and read and understood its terms and Customer's obligations thereunder. Guarantor agrees that it shall not be necessary, as a condition to enforce this Guaranty, that any notices, actions, rights or remedies against Customer to be first exhausted, it being understood and agreed that Guarantor is jointly and severally obligated with Customer for the due and complete performance of Customer's obligations under the subject Agreement. Guarantor's liability hereunder shall be primary, direct and in all respects unconditional and shall be binding upon its respective successors and assigns, and shall not be released unless specifically agreed to in writing by a duly authorized representative of the Lessor or its Assignee. Separate from and in addition to Guarantor's obligations above, should Customer be in default of the subject Agreement, Lessor may at its sole discretion, appoint Guarantor as the primary Customer for the unexpired Term thereunder in the same manner as if Guarantor was originally named Customer therein, and Guarantor hereby accepts such appointment.

GUARANTOR

(Legal Name)

The undersigned affirms he/she is duly authorized to execute this Guaranty.

BY: X _____
(Authorized Signature)

TITLE: _____

DATE: _____



SERVICE AGREEMENT

INSTALL ADDRESS		BILLING ADDRESS	
Company:	Municipality of West Elgin	Company:	
Street Address:	22413 Hoskins Line	Street Address:	
City, Prov.:	Rodney, ON	City, Prov.:	
Postal Code:	N0L 2C0	Postal Code:	
Phone:	519-785-0560	Phone:	
Fax:		Fax:	
Main Contact:	James	Acct. Payable:	
E-mail:	taxcollector@westelgin.net	Acct. E-mail:	

EQUIPMENT - Cost Per Copy (CPC)									
PART A: Base Charges									
Model	CPC B/W	Base Copies B/W	CPC Color	Base Copies Color	Term	Contract Type	Base Rate	Tax	Total
FPI 2720					QTR	<input checked="" type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C			
						<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C			
						<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C			

PART B: Covered/Included Copies					
Model	Covered Copies B/W	Covered Copies Colored	Term	Contract Type	Additional Comments
				<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C	
				<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C	
				<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C	

PART C: Billable Overages <input type="checkbox"/> Same as PART A					
Model	CPC Billable Overages B/W	CPC Billable Overages Color	Term	Contract Type	Additional Comments
				<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C	
				<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C	
				<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C	

INCLUDED SUPPLIES/SPECIAL PRICING/OTHER						
Item # / Description	Included	Qty	Cost	Subtotal	Tax	Total
	<input type="checkbox"/>					
	<input type="checkbox"/>					
	<input type="checkbox"/>					
	<input type="checkbox"/>					

CONTRACTS		
Type A	Type B	Type C
Includes: - On-site maintenance - Parts & Labour - Consumables	Includes: - On-site maintenance - Parts & Labour	Includes: - Consumables Only

ADDITIONAL COMMENTS OR INSTRUCTIONS	
1 yr service including all parts, labour and preventative maintenance; Client to go on call for service after first year	
Authorized Signature:	Title:
Printed Name:	Date:

SERVICE CONTRACT IS VOID IF TONER NOT APPROVED BY RIVAL OFFICE SOLUTIONS INC. IS USED. PLEASE READ ATTACHED TERMS AND CONDITIONS.

* SHIPPING AND HANDLING FEES NOT INCLUDED

BARRIE
111 Saunders Rd., Unit 5
Barrie, ON L4N 9A7
P: 705.722.6482
F: 705.722.9389

LONDON
990 Pond Mills, Unit A
London, ON N6N 1A2
P: 519.457.6482
F: 519.451.7620

KITCHENER/WATERLOO

Terms and Conditions

AUTHORIZED SERVICE: All equipment purchased hereunder may not be tampered with or adjusted by anyone other than an authorized Rival Office Solutions Inc. representative. Any service and/or replacement parts required due to an unauthorized person performing repairs or maintenance will be charged to the Client in addition to the regular service agreement rates.

OFF-HOURS SERVICE: Service performed outside of Rival Office Solutions Inc.'s regular business hours is classified as off-hours and is chargeable to the Client.

SPECIFIED RESPONSE TIME AGREEMENT: Rival Office Solutions Inc. guarantees that it will meet the response time indicated on the face side of this agreement or any future amendment in writing. Provided that a Rival Office Solutions Inc. representative is not denied access to Client's premises to supply services hereunder.

CLIENT'S OBLIGATIONS UNDER RESPONSE TIME AGREEMENT:

Response time is defined as the time accumulated during Rival Office Solutions Inc. normal working hours only, beginning with notification that service is desired and continuing until Rival Office Solutions Inc. responds to the Client. Notification to Rival Office Solutions Inc. must be made through the service telephone number provided.

The Client must have at least one individual designated as Key Operator who must have satisfactorily completed the Rival Office Solutions Inc. training. The Key Operator shall attempt pursuant to the instructions within the limitations prescribed in the Rival Office Solutions Inc. training and supporting documentation, to restore the Rival Office Solutions Inc. equipment to working order prior to initiating a request for service.

Advise Rival Office Solutions Inc. in writing of any change in location of the equipment being serviced hereunder, and Rival Office Solutions Inc. may elect, (but is not required) to either cancel or renegotiate this agreement.

POWER SURGES: This agreement does not cover equipment damage (i.e. circuit boards) caused by power surges (i.e. electrical storms, power failures).

SOFTWARE/DATA INTEGRITY: At the time of installation of the equipment, Rival Office Solutions Inc. will install software associated with the equipment for up to five (5) computers and/or provide training to a qualified agent appointed by the Client. Additional computers as well as software installation and/or training after the initial installation will be charged at the Software Support Rate of \$100.00 per hour and a minimum of 1 hour. Signing this agreement excludes Rival Office Solutions Inc. from any liability due to loss of data, however caused.

SUPPLIES RETURN POLICY: Supplies are eligible for return given the following:

- All goods shipped or ordered by Rival Office Solutions Inc. personnel in error.
- All goods which are found to be defective.
- Goods being returned because a Client has ordered in error or has cancelled his/her Rival Office Solutions Inc. equipment are subject to a handling cost of 25%.
- Individual items normally packaged in carton quantities may not be returned individually under any circumstances.
- Supplies must be returned within ninety (90) days from the shipping date, except when a machine exchange occurs.
- Client must call Rival Office Solutions Inc. office before any return occurs.

EXCLUSION: All service agreements shall not include any parts and/or service repair due to acts of God, fire, theft, vandalism, willful damage or unauthorized service under paragraph 1.

ACCESS: The Client agrees to provide Rival Office Solutions Inc. with free access to all equipment serviced by Rival Office Solutions Inc. reference hereunder in order to ensure the accuracy of meter readings, during normal business hours.

METER: The Client shall not tamper with any meter or do any act which will alter the accuracy of any meter readings. If Rival Office Solutions Inc. determines that the Client's meter reading is inaccurate, Rival Office Solutions Inc., may in addition to any other legal or equitable remedy available to it, terminate this agreement upon 3 days written notice.

TONER REPLACEMENT: Only Rival Office Solutions Inc. approved toner may be used in the equipment associated with this agreement. When replacing toner, the outlined cleaning process must be followed. Failure to comply will decrease copy quality and damage components, all damages (i.e. replacement parts and labour) will be chargeable to the Client.

PAYMENT TERMS: Payment of service is invoiced on the 1st day of the initial term of the agreement and is payable upon receipt of invoice. A minimum of \$100.00 per quarter applies to all Type A & B agreements.

TAXES: Any and all taxes which may apply with respect to the Service Agreement shall be paid by the Client unless expressly otherwise prescribed by law.

ANNUAL INCREASES: Rival Office Solutions Inc. reserves the right to increase or decrease the maintenance agreement or cost per copy rate at their discretion annually without notice.

TERMINATION: At any time after the expiry date of the initial term hereof, either party may terminate this Service Agreement hereunder upon not less than 30 days written notice to the other party, in which case the unearned portion of any advanced payment made to Rival Office Solutions Inc. will be credited to the Client, except where such payment has been financed by a Third Party Financial - Intermediary, to whom such credit will be paid.

ASSIGNMENT: This Service Agreement may not be transferred or assigned by the Client.

INSURANCE: The Client shall obtain and maintain, at its own expense, property damage and legal liability insurance and insurance for all risks of physical loss or damage to the equipment including without limitation, theft and such other risk of loss as are customarily covered by insurance on the types of equipment hereunder.

LIMITATION OF LIABILITY: In no event shall Rival Office Solutions Inc. be liable for any consequential or other damages suffered by the Client in connection with any failure to provide service hereunder.