

RESOLUTION 2008-103

12-16-08

**RESOLUTION BY THE FINANCE AND BUDGETARY COMMITTEE
AUTHORIZING THE LEASE OF A COPIER FROM NORTSHORE BUSINESS
TECHNOLOGY**

WHEREAS, the Village Board has determined that there is a need to replace the copy machine in the central office area at Village Hall; and

WHEREAS, the Village can lease a Minolta Di 2510 Digital Copy System for 60 months at a cost of \$ 83.36 per month.

NOW THEREFORE, the Village Board of the Village of Sturtevant, Racine County, Wisconsin does hereby resolve:

1. That the lease of a Minolta Di 2510 Digital Copy System for 60 months at a cost of \$83.36 per month from North Shore Business Technology and Key Equipment Finance Inc. pursuant to the terms and conditions set forth in Exhibit A which attached hereto and incorporated herein, is authorized and approved.
2. That the Village Clerk is authorized to execute any contracts or other documents necessary to carry out the intent of this resolution.

Adopted by the Village Board of the Village of Sturtevant, Racine County, Wisconsin, this 16th day of December, 2008.

Village of Sturtevant

By _____
Steven Jansen, President

Attest _____
Mary Hanstad, Village Clerk



Key Equipment Finance Inc.

"Lessor" Key Equipment Finance Inc.
600 Travis St, Ste 1300
Houston TX 77002

Tel: (866) 700-2982
Fax: (888) 395-5510

Lease Agreement

Agreement No.

Effective Date:

Supplier(s) Northshore Business Technology

Set-Up Fee \$ 95.00
Advanced Rent(s) \$ (non-refundable)
Lease Term 36 months with 36 payments of \$53.36 per month (plus applicable taxes)

Equipment Model & Description ("Equipment") Serial Number Accessories
Konica Minolta Di2510

See attached Schedule A for additional Equipment/Accessories

Equipment Location (if different from Business Address)

End of Lease

Fair Market Value Purchase Option 10% Purchase Option Lessee shall purchase for \$1.00

At Lease end, provided Lessee has complied with all Lease requirements, Lessee may purchase "all or none" of the Equipment (or in case of the FINANCE or \$1 plans, "has purchased") on an "as-is, what-is, where-is" basis, WITHOUT LESSOR REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING MERCHANTABILITY OR FITNESS OF PURPOSE, by giving not less than thirty nor more than ninety days prior written notice to Lessor of Lessee's intent to purchase Equipment as indicated above.

1. THE "LEASE." Lessee's signature below constitutes an offer to be accepted, after Lessee's Equipment acceptance, by Lessor's/funding the Equipment vendor, dealer, distributor or manufacturer (collectively "Supplier").

2. LESSEE WARRANTIES AND COVENANTS. Lessee represents, warrants and covenants that Lessee is duly organized and in good standing, has read and understood the Lease, has selected, received and accepted the Equipment and Supplier(s), is advised of its right to contact Supplier(s) for a copy of Equipment-related supply contracts, has disclosed to Lessor all Equipment-related side agreements, has unrestricted power to execute the Lease, has duly authorized the signing of the Lease, and has authorized Lessor to access and share with Lessor's Affiliates personal credit bureau reports and other account information.

THIS LEASE IS A NON-CANCELABLE, FINAL AND BINDING CONTRACT WHICH CANNOT BE MODIFIED EXCEPT BY A WRITTEN AGREEMENT DULY SIGNED BY BOTH PARTIES.

"Lessee" Village Of Sturtevant (Full Legal Name)

Signature

Print Name:

Print Title:

Address: 2801 89th St. Sturtevant, WI 53177

Fed ID No.

PERSONAL LEASE GUARANTY: To induce Lessor to fund this Lease, I unconditionally and irrevocably guaranty the full performance of all Lessee obligations. The terms of the Lease are hereby incorporated into this Guaranty, including choice of law and Waiver Of Jury Trial. Lessor is not required to proceed against the Lessee or Equipment, or to enforce other remedies, before proceeding against me, and any statutory or legal requirement to the contrary is waived. I hereby: (a) waive suretyship defenses and all notices and demands (e.g., of protest and presentment); (b) consent to all extensions and modifications granted Lessee; and (c) consent to any release or compromise of obligations of Lessee or other guarantors. This is a continuing guaranty of payment, which: (i) will remain in effect in the event of my death; (ii) will bind my heirs, representatives, and successors; and (iii) may be enforced by or for the benefit of Lessor's successors and assigns.

Signature

Print Name: (No title)

Birthdate:

3. PAYMENTS. TIME IS OF THE ESSENCE. LESSEE SHALL MAKE ALL PAYMENTS REGARDLESS OF EQUIPMENT PROBLEMS OR ANY CLAIM OR DEFENSE AGAINST A SUPPLIER. If the payments shown above include insurance, maintenance or disposables fees, Lessee agrees that Lessor collects such fees and charges for the Supplier only as an accommodation to Lessee. Lessor is not responsible for any Equipment repair or service obligations. NO EQUIPMENT SUPPLIER OR SALESPERSON IS ACTING AS LESSOR'S AGENT OR HAS AUTHORITY TO WAIVE OR ALTER ANY TERMS OR CONDITIONS OF THE LEASE. Lessee agrees to make payments in advance and to pay the above mentioned one-time set-up fee. Prior to funding, PAYMENTS MAY BE ADJUSTED BY UP TO 15% if fundings will vary from application estimates. The Lease is a net lease in which Lessee pays separately all related expenses, including without limitation taxes, licenses, insurance, shipping, installation and maintenance. In the event Lessee fails to pay amounts or perform obligations hereunder, Lessor may, at its option, pay such amounts and perform such obligations, and upon demand, Lessee shall promptly reimburse Lessor for the payments and costs incurred with interest as provided below. At Lessor's discretion, payments will be applied to the oldest outstanding charge due. Advance payments shall not accrue interest and may be commingled with other funds. Advance payments are due when paid.

4. COLLECTION CHARGES AND ATTORNEY'S FEES. If any part of any sum is not paid when due, Lessee will pay Lessor liquidated damages (to compensate for collecting and processing expenses) mutually stipulated to be: (a) in the first month, the greater of 10% of each delayed sum or \$25; plus (b) for each month after the first month, the lesser of 1 1/2% per month or the maximum rate allowed by law; plus (c) costs of collection, including contingency fees and reasonable lawyer fees, in all proceedings, including arbitration, mediation, bankruptcy and post-judgment actions and appeals; plus (d) a returned-check charge of the greater of \$50 or Lessor's actual bank charges, plus (e) other amounts allowed by law.

ACCEPTANCE

You have received, inspected and accepted all of the equipment.

Signature

Print Name:

5. **TAXES AND ASSESSMENTS.** Lessee will keep Equipment free of encumbrances and liens; pay all licensing, filing and registration fees; and pay all personal property taxes and all other taxes, assessments and penalties ("Taxes"), however designated, levied or assessed against the Lease, Lessee or Lessor, or the Equipment, its lease, sale, ownership, use or operation, excepting only Lessor's income and franchise taxes. Lessor may, at its option, pay Taxes on Lessee's behalf, file applicable returns, and include Taxes in an escrow or financed amount, or collect immediate reimbursement, plus costs and a 10% administration fee. Except as otherwise provided above, Lessor is entitled to all Lease and Equipment-related tax benefits. Should Lessor's tax benefits be disallowed, Lessee shall indemnify Lessor for such loss by paying the equivalent value of the lost tax benefits.

6. **LESSEE WAIVER OF DAMAGES, REMEDIES AND WARRANTIES.** (a) Lessor is a passive funding source only and leases Equipment to Lessee "AS IS/WHERE IS/WHAT IS." LESSOR GIVES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING NO WARRANTIES OF MERCHANTABILITY OR OF FITNESS OF PURPOSE. (b) If Equipment is unsatisfactory, LESSEE WAIVES ANY CLAIM ON ACCOUNT THEREOF AS TO LESSOR. Lessor grants Lessee the non-exclusive right to enforce, at Lessee's expense, any Supplier warranties. Lessor has no duty to enforce such warranties. (c) LESSOR SHALL NOT BE LIABLE TO LESSEE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES. (d) Where permitted by law, Lessee waives Lessee's rights to: 1) cancel or repudiate the Lease; 2) revoke acceptance of or reject Equipment after funding; 3) claim a competing security interest; 4) accept partial delivery; 5) sell or dispose of Equipment; 6) exercise the "cover" remedy; or 7) claim an agency relationship between Lessor and Supplier. LESSOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING TAX OR ACCOUNTING TREATMENT OF THE EQUIPMENT OR LEASE.

7. **NOTICE.** Legal notices hereunder shall be given in writing by: (a) hand delivery, (b) overnight courier, (c) certified mail, or (d) facsimile, directed to the address specified in the Lease or in writing from time to time by either party to the other.

8. **ASSIGNMENTS. LESSEE AGREES NOT TO RELEASE, TRANSFER, SUBLEASE, OR ENCUMBER EQUIPMENT OR LEASE RIGHTS WITHOUT LESSOR'S PRIOR WRITTEN CONSENT.** Even with such consent, Lessee shall remain jointly and severally liable. In all cases, the provisions of the Lease bind Lessee's heirs, trustees, administrators, successors and assigns. **LESSOR MAY ASSIGN ITS RIGHTS AND INTERESTS UNDER THE LEASE WITHOUT NOTICE,** but Lessor will remain responsible for all Lessor's obligations. Lessor's assigns will have the Lessor's rights and remedies, but will not be subject to the Lessee's claims against the Lessor.

9. **OWNERSHIP.** As allowed by law, and except for licenses and intellectual property, Lessor is the sole owner of the Equipment and related tax benefits, has the right to inspect Equipment and to affix and display notice of ownership. Lessee agrees that licenses and intellectual property are not provided by Lessor and are not included in purchase options. Equipment shall remain personal property whether or not affixed to realty and must be removable without damage. Unless removed before Lease termination, all Equipment additions, attachments, and accessories added by Lessee become Lessor's property. Lessee authorizes Lessor to file financing statements and/or fixture filings without Lessee's signature. If a signature is required, Lessee appoints Lessor as Lessee's attorney-in-fact. Without contravening any claim of title or true lease, Lessee hereby grants Lessor a security interest in the Lease, Equipment, and associated licenses to secure all obligations to Lessor, and its Affiliates, under the Lease and otherwise.

10. **OPERATION AND TERMINATION.** Lessee is responsible for the installation, operation, maintenance and repair of Equipment; shall keep it in good condition and running order; and shall use and operate it in compliance with applicable laws and licenses. Lessee shall keep and use Equipment only at the business address provided to Lessor. At Lease end, if no purchase option is exercised, Lessee must contact Lessor, who will designate the return location, and Lessee shall properly package, insure and ship, at Lessee's expense, all Equipment to the designated location in the same condition as when received, excepting only reasonable wear and tear. Lessee is responsible for all damaged and missing Equipment, all accrued or estimated taxes, and must obtain Supplier's certification of Equipment's continued eligibility for maintenance. Lessee must provide at least 60 and not more than 120 days prior written notice to return equipment or exercise its purchase option, together with simultaneous payment of the purchase price. If Equipment is not purchased or returned at Lease end, the Lease shall automatically renew for successive three-month periods, except as prohibited by law, on the original terms of this lease, and Lessee will make monthly payments at the last effective rate for each holdover month.

11. **RISK OF LOSS AND INSURANCE.** Commencing when Equipment is delivered to Lessee and continuing until Equipment is returned to Lessor, Lessee bears all risk of loss or damage to Equipment. Lessee will immediately notify Lessor of any loss, will repair or replace Equipment at Lessee's expense, and will continue to make all payments on a timely basis. Lessee will maintain special form insurance against loss, theft, or damage, in an amount not less than the Equipment's new replacement value, together with comprehensive public liability insurance in the amounts and form specified by Lessor. Lessee will name Lessor as a loss payee on property insurance in a lender's loss payable endorsement and as an additional insured on public liability insurance. No policy can be canceled, or invalidated with respect to Lessor's interests, without 30 days prior written notice to Lessor. Lessee appoints Lessor its attorney in fact to make claims, receive payments, sign documents and endorse checks in connection with the insurance. Lessee will deliver written evidence of insurance satisfactory to Lessor within 30 days of request, or Lessor will have the right, but not the obligation, to obtain insurance in

such forms and amounts as Lessor deems reasonable to protect Lessor's interests, and Lessee agrees that such insurance: (a) will not name Lessee as an insured; (b) may not fully protect Lessee's interests; and (c) will obligate Lessee to pay to Lessor insurance charges that include: (i) a premium, which may be higher than a premium to Lessee's carrier, plus (ii) billing and processing fees, and account management charges, plus (iii) a finance charge of up to 1.5% per month on premium advances, plus (iv) profits for both Lessor and its agents. Lessor will discontinue such insurance charges when Lessee provides satisfactory evidence of insurance. Lessee and Lessor agree to submit all disputes regarding insurance and insurance charges to final and binding arbitration pursuant to the rules of the American Arbitration Association. All arbitration rulings will be enforceable in appropriate courts of law.

12. **INDEMNITY.** Lessee shall indemnify, defend and hold Lessor harmless on an after-tax basis from any and all damages, claims, expenses (including legal costs and reasonable attorney fees), liabilities, taxes and penalties, arising directly or indirectly from the actual or alleged sale, use, possession, maintenance, condition, operation, location, or transportation of Equipment. Should Lessee seek to revoke Equipment acceptance after funding, Lessee shall reimburse Lessor for all payments to the Supplier. This Section shall survive the Lease's expiration or termination.

13. **DEFAULT.** Lessee shall be in default of the Lease ("Event of Default") if Lessee or any guarantor: (a) fails to pay any amount when due; (b) moves, pledges, subleases, sells or relinquishes possession of Equipment without Lessor's written consent; (c) breaches any warranty or obligation of the Lease or any other agreement with Lessor, or its Affiliates, and fails to cure such breach within ten days of receipt of notice; (d) receives writ of process to seize or detain Equipment; or (e) is a prohibited party on any list of the U.S. Office of Foreign Assets Control.

14. **REMEDIES.** Upon the occurrence of an Event of Default, Lessor has the right to be made whole by exercising any or all of the following: (a) without notice, accelerate all payments under the Lease and any other agreement with Lessor and its Affiliates; (b) collect payment of all Lease sums due plus the present value (see Section 15a below) of sums that will become due, including the lease-end fair market value of Equipment (subject to Section 15b below) not returned to Lessor, and Lessor's lost or recaptured tax benefits; (c) retake possession of Equipment, peacefully without court order or bond, and Lessee shall be liable for all reasonable costs and expenses incurred in the repossession, storage, repair, and disposition of Equipment; and/or (d) exercise any other remedy at law or equity. In any legal proceeding, Lessee's directors, officers, employees and agents shall be deemed authorized, managing agents of Lessee for purposes of applicable laws and court rules, and any evidence from or deposition of them shall be admissible as evidence. A photocopy or facsimile of this Lease will be legally admissible into evidence under the best evidence rule. A signed copy of this Lease and/or any related document sent by facsimile or with an electronic signature shall be admissible into evidence as the original document, and all such signatures shall be as binding as manual signatures.

15. **MITIGATION OF DAMAGES, AND MISCELLANEOUS.** Lessee agrees that: (a) each accelerated sum shall be discounted to its present value using a 3% annual rate; (b) upon disposal of repossessed Equipment, Lessee's obligation (see Section 14b above) will be credited with any excess actually recovered over the cost of retaking, refurbishing and disposing of the Equipment (in mitigation of damages and not as an equity offset); (c) any action by Lessee against Lessor, or its Affiliates, must be commenced within one year after the cause of action accrues. Lessor's act or failure to act on any remedy constitutes neither an election to be limited thereto nor a waiver of any other remedy. Provisions of the Lease are severable and shall not be impaired if other provisions are held unenforceable or illegal.

16. **CONSENT TO COLORADO LAW, JURISDICTION, VENUE, AND NON-JURY TRIAL.** Lessor and Lessee agree that: (a) the Lease shall be deemed fully executed and performed in the State of Colorado and shall be governed by and construed in accordance with the laws thereof, without regard to conflict of law rules and except where pre-empted by federal bank law (All parties agree that no convention of the United Nations, including the Convention on Contracts for the International Sale of Goods, shall apply to the Lease.); and (b) in all disputes hereunder, Lessor and Lessee **BOTH SHALL BE SUBJECT TO EXCLUSIVE JURISDICTION AND VENUE IN THE COURTS OF COLORADO. LESSOR AND LESSEE BOTH EXPRESSLY WAIVE ALL RIGHT AND CLAIM TO A TRIAL BY JURY.**

DISCLOSURE OF RIGHT TO REQUEST A WRITTEN STATEMENT OF REASONS FOR DENIAL OF CREDIT: Lessor complies with Section 326 of the Patriot Act, which requires Lessor to obtain, verify, and record information that identifies each applicant for financing. Lessor complies with the FACT Act, and other similar laws, which allow each applicant to opt out of information sharing for marketing purposes. Lessor also complies with the Equal Credit Opportunity Act ("ECOA"), which prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age, receipt of public assistance, or exercise of legal rights, including the good faith exercise of any right under the Consumer Credit Protection Act. The federal agency that administers compliance by Lessor with the ECOA is the Federal Reserve Bank of New York, 33 Liberty Street, NY, NY 10045. Each applicant may request (within 60 days of denial) a written statement from Lessor of the reasons for a credit denial and such statement will be provided within 30 days of request. Please send requests to: Office of Credit Disclosure, 1000 South McCaslin Blvd., Superior, Colorado 80027.



NORTHSHORE

BUSINESS TECHNOLOGY

Custom solutions for a changing world.

Option One

Minolta Di 2510 Digital Copy System – Refinished System

- 25 Pages Per Min.
- 80 Sheet Reversing Automatic Document Feeder
- **Unlimited Duplex**
- Reduce/Enlarge Functions
- 2 Tray Staple Finisher
- 3 Paper Drawers 1,650 Sheet Capacity (adjustable to **11 by 17**)
- **Reduce/Enlarge Functions**
- 150 sheet bypass
- *Free Training, Delivery, & 15 Amp Surge Protector!*

Your Investment \$2,169.00

FMV Lease Rates

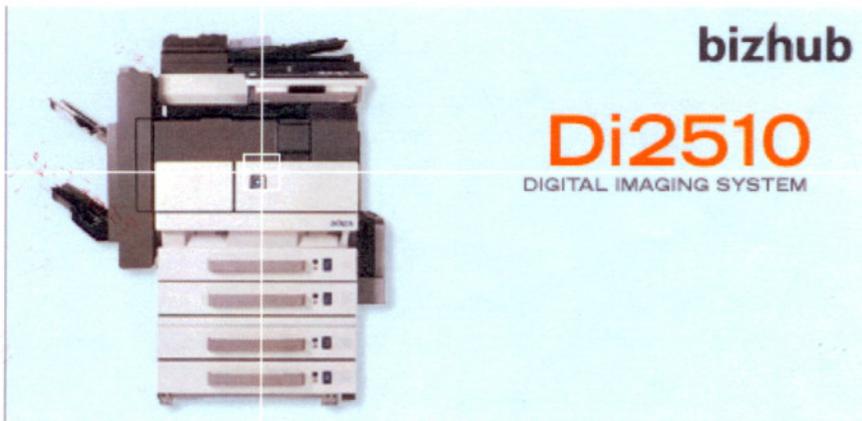
36 Month Lease	\$74.40 per month
48 Month Lease	\$61.60 per month
60 Month Lease	\$53.36 per month

Service Contract

Gold Star Maintenance Agreement \$360.00 per year

Includes all service calls, parts, labor, travel, and toner.
Excludes paper. Includes 24,000 copies with overage at
.015 per copy.

* service cost on current equipment is \$107.50 per month, a 60 month lease with service on quoted equipment would run \$83.36 per month. This is a savings of \$24.14 per month.



Signature: _____

Date: _____