

**VILLAGE OF GILBERTS**

**RESOLUTION 45-2022**

**A RESOLUTION APPROVING AGREEMENTS WITH MARCO TECHNOLOGIES LLC FOR THE MONTHLY LEASE OF COPIER EQUIPMENT AND ONGOING MONTHLY SERVICE OF COPIER EQUIPMENT**

**WHEREAS**, the Village of Gilberts (“Village”) has four facilities that utilize copier/scanner equipment for daily operations; and

**WHEREAS**, the Village currently has lease and service agreements for copier equipment; and

**WHEREAS**, the current lease and service agreements are set to expire at the end of September 2022; and

**WHEREAS**, the Village sought multiple proposals for the lease and ongoing service of copier equipment; and

**WHEREAS**, the best and responsible bid was received from Marco Technologies LLC, as more fully shown on the draft Lease and Maintenance Agreements attached hereto; and

**WHEREAS**, adequate funds were included in the FY2023 Budget for the lease and ongoing service of copier equipment.

**THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF GILBERTS, ILLINOIS**, as follows:

**Section 1. Recitals.** The recitals set forth above are hereby incorporated into and made a part of this Resolution as though set forth in this Section 1.

**Section 2. Approval; Authorization.** The Village Board of Trustees hereby authorizes the Village Administrator to execute the Lease and Maintenance Agreements and other necessary documents with Marco Technologies LLC for the monthly lease and ongoing service of copier equipment, subject to final review and approval of the agreements by the Village Administrator and Village Attorney.

**Section 4. Waiver of Competitive Bidding.** To the extent any competitive bidding requirements apply to the lease and service agreements with Marco Technologies LLC, any such competitive bidding requirements are hereby waived pursuant to Section 8-9-1 of the Illinois Municipal Code (65 ILCS 5/8-9-1).

**Section 4. Effective Date.** This Resolution shall be in full force and effect after its approval in the manner provided by law.

**PASSED BY VOTE OF THE BOARD OF TRUSTEES** of the Village of Gilberts, Kane County, Illinois, this 20th day of September, 2022.

	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Jeanne Allen	<u>X</u>	_____	_____	_____
Trustee Dan Corbett	_____	_____	<u>X</u>	_____
Trustee Brandon Coats	<u>X</u>	_____	_____	_____
Trustee Lou Hacker	<u>X</u>	_____	_____	_____
Trustee Justin Redfield	<u>X</u>	_____	_____	_____
Trustee David LeClerc	<u>X</u>	_____	_____	_____
President Guy Zambetti	_____	_____	_____	_____

APPROVED THIS 20TH DAY OF SEPTEMBER, 2022.



  
\_\_\_\_\_  
Village President, Guy Zambetti

ATTEST:   
Kelly Mastera, Village Clerk



Lease Agreement

APPLICATION NO.

AGREEMENT NO.

Straight Lease Phone: 800.892.8548 | Fax: 800.847.3087

The words "Lessee," "you" and "your" refer to Customer. The words "Lessor," "we," "us" and "our" refer to Marco Technologies LLC.

CUSTOMER INFORMATION

FULL LEGAL NAME STREET ADDRESS CITY STATE ZIP PHONE BILLING NAME (IF DIFFERENT FROM ABOVE) BILLING STREET ADDRESS CITY STATE ZIP E-MAIL EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES SERIAL NUMBER 1 2 3 4 5 6 7 8 9 10

FREQUENCY OF PAYMENT TERM AND PAYMENT SCHEDULE

Please Check One: Monthly Quarterly Semi-Annually Annually Term in Months 36 Payment Amount\* \$ 744.45 (If no box is checked, frequency will be Monthly) If you are exempt from sales tax, attach your certificate. \*plus applicable taxes

END OF TERM OPTIONS

You may choose one of the following options, which you may exercise at the end of the term, provided that no event of default under this Agreement has occurred and is continuing. Fair Market Value will be your end of term option. Fair Market Value means the value of the Equipment in continued use. Purchase all of the Equipment for its Fair Market Value, renew this Agreement, or return the Equipment. Purchase all of the Equipment for \$1.00. At the end of the term, title to the Equipment will automatically transfer to you, AS IS, WHERE IS, with no warranties of any kind.

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

LESSOR ACCEPTANCE

Marco Technologies LLC LESSOR SIGNATURE TITLE DATED

PRIVACY AND INFORMATION SECURITY

You acknowledge that the Equipment you have received may be equipped with a hard drive that may store personal and confidential information ("PCI") and you understand the privacy and information security risks associated with PCI that may be stored on your Equipment. You agree to be responsible for safeguarding any PCI and you agree to indemnify and hold Marco Technologies LLC harmless from any loss, misappropriation or breach of the PCI that may be stored on your Equipment.

Village of Gilberts CUSTOMER (as referenced above) SIGNATURE TITLE DATED

CUSTOMER ACCEPTANCE

BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, 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, AND TO USE ELECTRONIC SIGNATURES, COMMUNICATIONS AND RECORDS.

Village of Gilberts CUSTOMER (as referenced above) SIGNATURE TITLE DATED

1. **AGREEMENT:** You agree to lease from us the goods, together with all replacements, parts, repairs, additions, and accessories incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries ("Equipment") and, if applicable, finance certain software, software license(s), software components and/or professional services in connection with software (collectively, the "Financed Items," which are included in the word "Equipment" unless separately stated) from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as described in this Agreement and in any attached schedule, addendum or amendment hereto ("Agreement"). You represent and warrant that you will use the Equipment for business purposes only. You agree to all of the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes all prior agreements, including any purchase order, invoice, request for proposal, response or other related document. This Agreement becomes valid upon execution by us. The term shall start on the date we pay Supplier. The first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month (the "Scheduled Due Date") unless a different due date is mutually agreed to by us and you. If the parties agree to adjust the Payment due date (an "Adjusted Due Date"), in addition to all Payments and other amounts due hereunder, you will pay an interim payment in an amount equal to 1/30th of the Payment, multiplied by the number of days between the Scheduled Due Date and the Adjusted Due Date. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law.

2. **OWNERSHIP; PAYMENTS; TAXES AND FEES:** We own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain with Supplier thereof. You will pay all Payments, as adjusted, when due, without notice or demand and without abatement, set-off, counterclaim or deduction of any amount whatsoever. If any part of a Payment is more than 5 days late, you agree to pay a late charge equal to: a) the higher of 10% of the Payment which is late or \$26.00, or b) if less, the maximum charge allowed by law. The Payment may be adjusted proportionately upward or downward: (i) if the shipping charges or taxes differ from the estimate given to you; and/or (ii) to comply with the tax laws of the state in which the Equipment is located. You shall pay all applicable taxes, assessments and penalties related to this Agreement, whether levied or assessed on you (except on our income) or you, or on the Equipment, its lease, sale, ownership, possession, use or operation. If we pay any taxes or other expenses that are owed hereunder, you agree to reimburse us when we request. You agree to pay us a yearly processing fee of up to \$50 for personal property taxes we pay related to the Equipment. You agree to pay us an origination fee of up to \$125 for all closing costs. We may apply all sums received from you to any amounts due and owed to us under this Agreement. If for any reason your check is returned for insufficient funds, you will pay us a service 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. **EQUIPMENT; SECURITY INTEREST:** At your expense, you shall keep the Equipment: (i) in good repair, condition and working order, in compliance with applicable laws, ordinances and manufacturers' and regulatory standards; (ii) free and clear of all liens and claims; and (iii) at your address shown on page 1, and you agree not to move it unless we agree in writing. You grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement or any other agreement with us ("Other Agreements"), except amounts under Other Agreements which are secured by land and/or buildings. You authorize and ratify our filing of any financing statement(s) to show our interest. You will not change your name, state of organization, headquarters or residence without providing prior written notice to us. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. **INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against all risk, with us named as lender's loss payee, in an amount not less than the full replacement value of the Equipment until this Agreement is terminated. You also agree to maintain commercial general liability insurance 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. You will provide written notice to us within 10 days of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you do not provide us with acceptable evidence of property insurance within 30 days after the start of this Agreement, we may, at our sole discretion, secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. In addition, you agree to pay us our standard fees in connection with obtaining such insurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum. 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, renting, manufacture, use, condition, inspection, removal, return or storage of the Equipment. All indemnities will survive the expiration or termination of this Agreement. You are responsible for any loss, theft, destruction or damage to the Equipment ("Loss"), regardless of cause, whether or not insured. You agree to promptly notify us in writing of any Loss. If a Loss occurs and we have not otherwise agreed in writing, you will promptly pay to us 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 to present value at 2%. Any proceeds of insurance will be paid to us and credited against the Loss. 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 a Loss.

5. **ASSIGNMENT: YOU SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER, PLEDGE OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent.** You shall not consolidate or merge with or into any other entity, distribute, sell or dispose of all or a substantial portion of your assets other than in the ordinary course of business, without our prior written consent, and the surviving, or successor entity or the transferee of such assets, shall assume all of your obligations under this Agreement by a written instrument acceptable to us. No event shall occur which causes or results in a transfer of majority ownership of you while any obligations are outstanding hereunder. We may sell, assign, or transfer this Agreement without notice to or consent from you. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. **You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us.** 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: (i) you do not pay any Payment or other sum due to us or you fail to perform in accordance with this Agreement or any other agreement with us or any of our affiliates or fail to perform or pay under any material agreement with any other entity; (ii) you make or have made any false statement or misrepresentation to us; (iii) you or any guarantor dies, dissolves, liquidates, terminates existence or is in bankruptcy; (iv) you or any guarantor suffers a material adverse change in its financial, business or operating condition; or (v) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can cancel this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any remedies available to us under the UCC and any other law and we may require that you immediately stop using any Financed Items. If we 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 and you will be responsible for any deficiency. In the event of any dispute or enforcement of our rights under this Agreement or any related agreement, you agree to pay 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. **WE SHALL 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 this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.

7. **INSPECTIONS AND REPORTS:** We have the right, at any reasonable time, to inspect the Equipment and any documents relating to its use, maintenance and repair. You agree to provide updated annual and/or quarterly financial statements to us upon request.

8. **END OF TERM:** Unless the purchase option is \$1.00, at the end of the initial term, this Agreement shall renew for successive 12-month renewal term(s) under the same terms hereof unless you send us written notice between 90 and 150 days before the end of any term, and you timely purchase or return the Equipment. You shall continue making Payments and paying all other amounts due until the Equipment is purchased or returned. As long as you have given us the required written notice, if you do not purchase the Equipment, you will return all of the Equipment 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, INCLUDING BUT NOT LIMITED TO HARD DRIVES, DISK DRIVES OR ANY OTHER FORM OF MEMORY.**

9. **USA PATRIOT ACT NOTICE; ANTI-TERRORISM AND ANTI-CORRUPTION COMPLIANCE:** 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 customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity. You and any other person who you control, own a controlling interest in, or who owns a controlling interest in or otherwise controls you in any manner ("Representatives") are and will remain in full compliance with all laws, regulations and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terrorism, and neither you nor any of your Representatives is or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Department of State. You shall, and shall cause any Representative to, provide such information and take such actions as are reasonably requested by us in order to assist us in maintaining compliance with anti-money laundering laws and regulations.

10. **MISCELLANEOUS:** Unless otherwise stated in an addendum hereto, the parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually or electronically signed signature and is held or controlled by us; and (iii) to the extent this Agreement constitutes chattel paper (as defined by the UCC), a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you or we executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually and to send to us the manually signed, duly executed documents via overnight courier on the same day that you send us the facsimile, scanned or electronic transmission of the documents. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. Whenever our consent is required, we may withhold or condition such consent in our sole discretion, except as otherwise expressly stated herein. From time to time, Supplier may extend to us payment terms for Equipment financed under this Agreement that are more favorable than what has been quoted to you or the general public, and we may provide Supplier information regarding this Agreement if Supplier has assigned or referred it to us. 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. You authorize us to make non-material amendments (including completing and conforming the description of the Equipment) on any document in connection with this Agreement. Unless stated otherwise herein, all other modifications to this Agreement must be in writing and signed by each party or in a duly authenticated electronic record. This Agreement may not be modified by course of performance.

11. **WARRANTY DISCLAIMERS:** WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS." YOU HAVE SELECTED SUPPLIER AND THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. IN THE EVENT WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE DOES NOT TAKE RESPONSIBILITIES FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. **YOU WILL 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, INFRINGEMENT OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS.** SO LONG AS YOU ARE NOT IN DEFAULT UNDER THIS AGREEMENT, WE ASSIGN TO YOU ANY WARRANTIES IN THE EQUIPMENT GIVEN TO US.

12. **LAW; JURY WAIVER:** This Agreement will be governed by and construed in accordance with the law of the principal place of business of Lessor or, if assigned, its assignee. You consent to jurisdiction and venue of any state or federal court in the state of Lessor or, if assigned, its assignee has its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **BOTH PARTIES WAIVE ALL RIGHTS TO A TRIAL BY JURY.**



\$1.00 PURCHASE OPTION ADDENDUM

AGREEMENT NO.

Phone: 800.892.8548 | Fax: 800.847.3087

Addendum to Agreement # \_\_\_\_\_, dated \_\_\_\_\_, between \_\_\_\_\_, as Customer and Marco Technologies LLC, as Lessor.

The words "you" and "your" refer to Customer. The words "we," "us" and "our" refer to Lessor. This Addendum supersedes all other end of term options contained in the Agreement. This Addendum is specific to the aforementioned Agreement # and shall not be incorporated into any future supplements/schedules thereto.

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

Provided that no event of default under the Agreement has occurred and is continuing, you shall have the option to purchase the Equipment at the end of the original term for \$1.00. At the end of the term, title to the Equipment will automatically transfer to you, AS IS, WHERE IS, with no warranties of any kind.

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

CUSTOMER ACCEPTANCE

Marco Technologies LLC

LESSOR

CUSTOMER

X

X

SIGNATURE

SIGNATURE

TITLE

DATE

TITLE

DATE

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.



Equipment Maintenance Agreement

PO #

CONTRACT #

Sales Representative: \_\_\_\_\_

Meter Reading Contact Person: \_\_\_\_\_

Equipment Maintenance Agreement Phone: 800.892.8548 | Fax: 800.847.3087

The words you and your refer to the customer. The words Owner, we, us and our refer to Marco Technologies LLC. Every attempt has been made to eliminate confusing language and create a simple, easy-to-read document.

CUSTOMER INFORMATION

FULL LEGAL NAME STREET ADDRESS CITY STATE ZIP PHONE

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE) ACCOUNT #

EQUIPMENT WITH CONSOLIDATED MINIMUMS

Table with columns: MAKE/MODEL/ACCESSORIES, SERIAL #, Starting Meter Color, Starting Meter B&W. Rows 1-8.

Minimum Payment\* \$ 153.00 Color Print Allowance 2,000 Excess Color Print Charge\* \$ 0.054 B&W Print Allowance 5,000 Excess B&W Print Charge\* \$ 0.009

\*plus applicable taxes

MARCO SUPPORT DESK (By selecting "YES" you agree that the Marco Support Desk Monthly Fee will be added to this Agreement's monthly invoice.)

Do you wish to enroll in the Marco Support Desk for equipment listed herein? Yes OR No Enrolled: 4 Marco Support Desk Device Monthly Fees: 1-5 Devices: \$10, 6-15 Devices: \$20, 16+ Devices: \$30

FREQUENCY OF MINIMUM PAYMENT METER READING FREQUENCY

Please Check One: Monthly Quarterly Semi-Annually Annually (If no box is checked, frequency will be Monthly)

TERM AND PAYMENT SCHEDULE SUPPLIES COVERAGE LEVELS

Term in Months 36 The contract payment ("Minimum Payment") period is monthly unless otherwise indicated. Please Check One: All Inclusive HP OEM No Supplies Included (Billed at Standard Pricing)

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

MARCO ACCEPTANCE

Marco Technologies LLC OWNER SIGNATURE TITLE DATED

PRIVACY AND INFORMATION SECURITY

You acknowledge that the Equipment you have received may be equipped with a hard drive that may store personal and confidential information ("PCI") and you understand the privacy and information security risks associated with PCI that may be stored on your Equipment.

Village of Gilberts CUSTOMER (as referenced above) SIGNATURE TITLE DATED

CUSTOMER ACCEPTANCE

By signing below, you certify to Owner that you have received, read, and agree to all terms and conditions on this page and on the second page of this two-page Agreement.

Village of Gilberts CUSTOMER (as referenced above) SIGNATURE TITLE DATED

**1. AGREEMENT:** You agree to all of the terms and conditions contained in this Equipment Maintenance Agreement and any schedule incorporating the terms of this agreement by reference which together are a complete statement of our agreement regarding the listed Equipment ("Agreement"). Marco agrees to provide maintenance on the equipment specified in this Agreement at the address specified. This Agreement may be modified only by written agreement and not by course of performance. The terms and conditions of this Agreement take effect as of the date this Agreement is signed by You or the Equipment is delivered to you, whichever is first, and will continue for the amount of months shown on the first page in the "Term in Months" section ("Term"). In order to facilitate an orderly transition, the start date for invoicing will be the date the Equipment is delivered, the date services begin, or another date designated by us ("Invoice Start Date"), which will be shown on the first invoice. In addition to all Payments and other amounts due hereunder, you agree to pay us a transitional payment equal to 1/30th of the Payment, multiplied by the number of days between the date the Equipment is delivered to you and the Invoice Start Date. The first Payment is due 30 days after the Invoice Start Date and each Payment thereafter shall be due on the same day of each month. The Term will be extended automatically for successive 12 month periods ("Renewal Term") unless you send us written notice, no less than 30 days before the end of any Term or Renewal Term of your intent to cancel. Marco may also cancel this Agreement at any time subject to a 30 day notice. 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. PAYMENTS:** Payments are required to be made based on the frequency indicated on the front of this Agreement and based on the rates currently in effect plus any applicable sales tax, use tax, or property tax. 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. Marco reserves the right to delay or hold service if your account with us is delinquent. If for any reason, your check is returned for nonpayment, a NSF charge will be assessed.

**3. MAINTENANCE AND SUPPLIES:** The charges established by this Agreement include payment for maintenance and travel charges during normal business hours (8:00 a.m. – 5:00 p.m. Monday through Friday); inspection, adjustment, parts replacement (worn or broken through normal use and excluding ink print heads), drums and cleaning material required for the proper operation. All service calls will be responded to by factory authorized technicians within eight working hours of the time a call is placed. Parts or labor for repairs made necessary by accident, negligence, theft, vandalism, lightning, loss of power or current fluctuation, fire, water or other casualty, repairs made necessary by service performed by personnel other than those of Marco, are excluded from this agreement. Service performed at the specific request of the customer which commences outside normal working hours or extends more than one hour past the close of the normal work day will be charged at published rates for labor and expense but without charge for parts covered by this Agreement. Paper, staples and MICR cartridges must be separately purchased by you. Device network support on connected Equipment is not included and will be billable at the current hourly rate, at your expense. Changes to your network including but not limited to different or upgraded network operating systems that require reconfiguring your imager are not included in this agreement. Supplies for units may or may not be included in this Agreement. If necessary, the service and supply portion of this Agreement may be assigned. This agreement is based on the industry standard and the manufacturer estimated yield for black toner and developer is based on an average per page coverage of 6% and for color toner and developer is based on an average per page coverage of 20%. In the event that your black toner and developer exceeds the 6% per page coverage standard and/or your color toner and developer exceeds the 20% per page coverage, Marco Technologies LLC in its sole discretion reserves the right to amend this contract in order to adjust for any increased toner and developer usage in excess of the industry standard. Toner, developer and/or drums for facsimiles are not covered by this agreement. We may charge you a monthly Supply Freight Fee to help offset our costs of delivering supplies to you. Should any of the equipment included in this Agreement be traded in for a new device from Marco during the life of this Agreement, the unused balance of copies on the old equipment will be prorated and allocated toward maintenance of the new machine(s).

**4. WARRANTIES:** WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. Notwithstanding any other terms and conditions of the Agreement, you agree that as to software only: a) We have not had, do not have, nor will have any title to such software, b) You may have executed or may execute a separate software license agreement and we are not a party to and have no responsibilities whatsoever in regard to such license agreement, if we have been instructed by you to set up the Equipment for you, the software license agreement may be accepted for you on your behalf in that process, c) You have selected such software and WE MAKE NO WARRANTIES OF MERCHANTABILITY, DATA ACCURACY, SYSTEM INTEGRATION OR FITNESS FOR USE AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR THE FUNCTION OR NATURE OF SUCH SOFTWARE.

**5. LOCATION OF EQUIPMENT:** You will keep and use the Equipment at the address shown above and you agree to notify us of any movement of equipment covered under this Agreement.

**6. INDEMNITY:** We are not responsible for any loss or injuries caused by the installation or use of the Equipment. You agree to hold us harmless and reimburse us for loss and to defend us against any claim for losses or injury caused by the Equipment.

**7. LIMITATION OF LIABILITY:** In no event shall Marco be liable for any damages caused by the customer's failure to perform customer's responsibilities under this contract. Marco will not be responsible to customers for any lost profits or consequential damages, even if Marco has been advised of the possibility of such damages. Marco will perform repairs consistent with usual and customary practices in the industry. In the event the customers established that Marco failed to make repairs consistent with this standard, customer's sole remedy shall be limited to a refund of amounts paid to Marco for the repairs; in no event shall the amount of any refund exceed the damages actually incurred by the customer. Marco's liability in regards to parts supplied shall be limited to any warranty expressly agreed to in a purchase agreement for such parts or supplies. There shall be no warranty for parts or supplies unless a purchase agreement is executed in writing and the purchase agreement explicitly provides such warranty. Marco will not be held responsible for any damage to software or customer information.

**8. TAXES AND FEES:** You agree to pay when due all taxes (including personal property tax, fines and penalties) and fees relating to this Agreement or the Equipment. If we pay any of the above for you, you agree to reimburse us and to pay us a processing fee for each payment we make on your behalf.

**9. ASSIGNMENT:** YOU HAVE NO RIGHT TO SELL, TRANSFER, OR ASSIGN THIS AGREEMENT. We may sell, assign, or transfer this Agreement without notice.

**10. DEFAULT AND REMEDIES:** If you do not pay any payment or other sum due to us or any other party in connection with this Agreement when due or if you break any of your promises in the Agreement or any other Agreement with us, you will be in default. If any part of a payment is late, you agree to pay a late charge of up to 18% of the payment which is late or if less, the maximum charge allowed by law. If you are ever in default, we can terminate or cancel this Agreement immediately and require that you pay the unpaid balance of this Agreement. We may also use any of the remedies available to us under the Uniform Commercial Code as enacted in the State of Minnesota or its Assignee or any other law. If we refer this Agreement to an attorney for collection, you agree to pay our reasonable attorney's fees and actual court costs. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR ANY DEFAULT BY US UNDER THIS AGREEMENT. You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. It is further agreed that your rights and remedies are governed exclusively by this Agreement and you waive customer's rights under Article 2A (508-522) of the UCC.

**11. CONSENT TO LAW, JURISDICTION, AND VENUE:** This Agreement and any schedule or supplement shall be governed by the internal laws for the State of Minnesota. IF THIS AGREEMENT IS ASSIGNED, YOU AGREE THAT ANY DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT WILL BE ADJUDICATED IN THE FEDERAL OR STATE COURT WHERE THE ASSIGNEE'S CORPORATE HEADQUARTERS ARE LOCATED AND WILL BE GOVERNED BY THE LAWS OF THAT STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN THAT COURT AND WAIVE ANY RIGHT TO TRANSFER VENUE. EACH PARTY WAIVES ANY RIGHT TO A TRIAL BY JURY.

**12. OVERAGES AND COST ADJUSTMENTS:** You agree to comply with any billing procedures designated by us, including notifying us of the meter reading at the end of overage billing cycle. You agree to provide us with periodic meter readings on any Equipment capable of reporting meters electronically using our electronic meter collection method. You consent to implementation of a data collection agent ("DCA") for such purposes. For any Equipment that does not report into the DCA, you agree to provide the meters in a manner satisfactory to us. If we are unable to gather a meter reading using the above method, you will be assessed a \$3 fee per device per overage billing cycle for us to collect your meter reads. Equipment listed on the non-metered service pool will be subject to the flat monthly fee stated in the non-metered devices. At the end of the first year of the Agreement, and with each successive period, not to exceed 12 months, we may increase the base usage charge per print and the excess print charge per print by a maximum of 15% of the existing charge.

**13. SUPPLIES LEVEL COVERAGE INFORMATION:** All Inclusive is defined as including all colors (cyan, magenta, yellow and black) of toners, developers, drums and drums kits. HP OEM is defined as including all colors (cyan, magenta, yellow and black) of HP Original Equipment Manufacturer toners, developers, drums and drums kits. No Supplies Included is defined as not including any toners, developers, drums or drums kits.

FOR MUNICIPALITIES ONLY

**14-A. CUSTOMER COVENANTS:** You covenant and warrant that (1) you have, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the payments scheduled to come due and to meet its other obligations under the Agreement and such funds have not been expended for other purposes; and (2) that there is no action, suit, proceeding or investigation pending, or threatened in any court or other tribunal or competent jurisdiction, state or federal or before any public board or body, which in any way would (a) restrain or join the delivery of the Agreement or the ability of you to make its Payments (as set out above); (b) contest or affect the authority for the execution or delivery of, or the validity of, the Agreement; or (c) contest the existence and powers of you; nor is there any basis for any such action, suit, proceeding or investigation; and (3) That the Equipment will be operated and controlled by you and will be used for essential government purposes and will be essential for the term of the Agreement.

(4) You have not previously terminated an agreement for non-appropriation, except as specifically described in a letter appended hereto.

**14-B. SIGNATURES:** Each signor (two if monthly payment exceeds \$1,200) warrants that he/she is fully conversant with the governing relevant legal and regulatory provisions and has full power and authorization to bind you. Signor(s) for you further warrant(s) its governing body has taken the necessary steps; including any legal bid requirements, under applicable law to arrange for acquisition of the Equipment; the approval and execution has been in accordance with all applicable open meeting laws; and that a resolution of the governing body of you authorizing execution of the Agreement has been duly adopted and remains in full force and effect.

**14-C. NON APPROPRIATION:** In the event you are in default under the Agreement because:

1. Funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all of your obligations under the Agreement during said fiscal period;
2. Such non-appropriation did not result from any act or failure to act of you;
3. You have exhausted all funds legally available for all payment due under the Agreement; and
4. There is no other legal procedure by which payment can be made to Marco.

Then, provided that (a) you have given Marco written notice of the occurrence of paragraph 1 above thirty (30) days prior to such occurrence; (b) Marco has received a written opinion from your counsel verifying the same within ten (10) days thereafter. Marco remedies for such default shall be to terminate the Agreement at the end of the fiscal period during which notice is given.

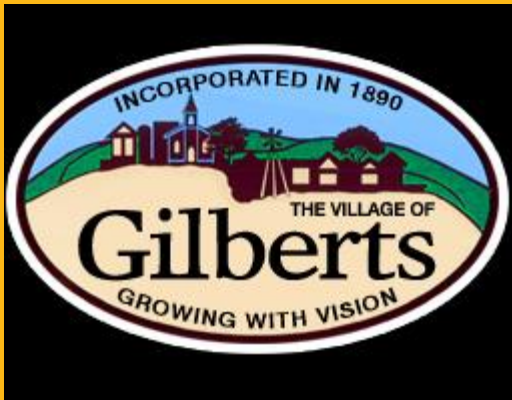
**15. MARCO SUPPORT DESK:** If indicated on page 1 of this Agreement, access to the Marco Help Desk, Monday-Friday from 8:00 am to 5:00 pm CST, is included on all Equipment. Marco Support Desk is included for all Equipment listed on this Agreement. Support Desk assistance is also available for equipment not listed on this Agreement at Marco's published prevailing rates. All Marco Support Desk is provided as phone or internet support. Any on-site support will be billed at Marco's prevailing published rates.

Marco Support Desk includes the following:

Changes to your network such as: replaced or upgraded workstations and/or servers, IP address changes etc. that require reconfiguring your imager(s) on your network for printing or scanning. This would also include a commercially reasonable attempt to reconfigure scan to email for changes made by your Internet Service Provider. Reinstallation and configuration of Manufacturer Companion Software and drivers on additional or upgraded workstations. Current Marco supported Manufacturer Companion Software includes: Sharpdesk, PC Fax Drivers, EFI Command Workstation, EFI Remote scan and Marco installed meter monitoring software. New or upgraded end user software that results in printing issues requiring updating print drivers or configurations. Additional training sessions for key operators and/or end users. Other printing or scanning software related issues as it applies to the imager(s).

September 13, 2022

**PROPOSAL FOR**



Prepared by:

**Paul Trybul**

Technology Advisor

815-847-3098 or 800.847.3098

[Paul.trybul@marconet.com](mailto:Paul.trybul@marconet.com)

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898 Featherstone Road

Rockford, IL 61107



**MANAGED SERVICES**



**AUDIO VISUAL**



**COPIERS & PRINTERS**



**BUSINESS IT SERVICES**



*taking technology further*

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## RECOMMENDED PRINT SOLUTION

Qty	Description
1	Sharp BP-70C45 Color Copier/Printer/Scanner – Village Hall

### Specifications

- 45 Monochrome Pages Per Minute
- 45 Color Pages Per Minute
- 100 Sheet Bypass Tray
- (4) 550 Sheet Paper Trays
- 250 Sheet Reversing Single Pass Document Feeder
- Automatic Duplexing
- Inner Staple Finisher
- 2/3 Hole Punch Kit
- Network Printing
- Network Scanning
- Scan to E-Mail/Network Folder
- OCR-Scan to Word, Excel & PowerPoint



Qty	Description
1	Sharp BP – 70C36 Color Copier/Printer/Scanner – 73 Industrial Dr

### Specifications

- 36 Monochrome Pages Per Minute
- 36 Color Pages Per Minute
- 100 Sheet Bypass Tray
- (2) 550 Sheet Paper Trays
- 250 Sheet Reversing Single Pass Document Feeder
- Automatic Duplexing
- Inner Staple Finisher
- Network Printing
- Network Scanning
- Scan to E-Mail/Network Folder
- OCR-Scan to Word, Excel & PowerPoint



Qty	Description
1	Sharp BP – 70C31 Color Copier/Printer/Scanner – Police Department

**Specifications**

- 31 Monochrome Pages Per Minute
- 31 Color Pages Per Minute
- 100 Sheet Bypass Tray
- (2) 550 Sheet Paper Trays
- 250 Sheet Reversing Single Pass Document Feeder
- Automatic Duplexing
- Network Printing
- Network Scanning
- Scan to E-Mail/Network Folder
- OCR-Scan to Word, Excel & PowerPoint



Qty	Description
1	Sharp MX-70C31 Copier/Printer/Scanner– 281 Raymond Dr

**Specifications**

- 31 Monochrome Pages Per Minute
- 31 Color Pages Per Minute
- 100 Sheet Bypass Tray
- (2) 550 Sheet Paper Trays
- 150 Sheet Reversing Single Pass Document Feeder
- Automatic Duplexing
- Network Printing
- Network Scanning
- Scan to E-Mail/Network Folder
- OCR-Scan to Word, Excel & PowerPoint



**PURCHASE**

If you are not satisfied with your new digital system within three years of installation, Marco will replace it without charge when continuously maintained under a Marco service and supply agreement or Preferred Service Plan. You will receive an identical model or a system with comparable features and capabilities.

- **Purchase Payment with Discount Applied.....\$21,029.00**

**DELIVERY, INSTALLATION, INITIAL SUPPLIES AND INITIAL TRAINING**

Delivery, Installation, Initial Supplies & Initial Training Included



**LEASE PROGRAM**

- 36 Month \$1 Lease..... \$744.45/Month
- 39 Month \$1 Lease..... \$693.98/Month

**DELIVERY, INSTALLATION, INITIAL SUPPLIES AND INITIAL TRAINING**

Delivery, Installation, Initial Supplies & Initial Training..... Included

**MARCO SERVICE AGREEMENT**

Marco’s service agreement includes parts, labor, service and supplies (except staples, paper and network troubleshooting services).

- **MARCO SERVICE AGREEMENT** ..... \$153.00/Month
- Monochrome Prints **included** per Month: 5,000
- Monochrome Print Overages: \$.009/Print
- Color Prints **included** per Month: 2,000
- Color Print Overages: \$.054/Print
- Average service invoice over the past 6 month is \$337.53/Month
- All pricing includes termination of current lease and return of leased equipment

*The above pricing does not include applicable sales tax and supply freight fee; if applicable  
Prices quoted are subject to change and should be verified before placing your order.*

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

By signing this proposal, you are authorizing Marco Technologies LLC to order, install and invoice the above listed equipment.