

# TOSHIBA

## BUSINESS SOLUTIONS

### AIMS MAINTENANCE CONTRACT

# MS-1.0.0

CUSTOMER NUMBER

DATE

Sales Representative: CHRISTOPHER YANES

Customer agrees to purchase and Toshiba Business Solutions agrees to provide parts, labor, ink, toner, and toner collection containers (the "Maintenance Services") for the equipment listed below in accordance with the terms and conditions of this contract. The Maintenance Services exclude paper, staples and all other parts and services listed under the Exclusion section on page two of the contract. A Connectivity & Security Options Agreement must be attached and executed for Network Integration Support.

#### CUSTOMER INFORMATION

Customer Name: WEBB COUNTY	Bill to Number:	
Billing Address: 1110 WASHINGTON STREET, SUITE 101	Phone #: (956) 523-4134 Ext.	Fax #: (956) 523-5010
Address 2:	Contact: LUDIVINA GOMEZ	Customer PO #:
City: LAREDO State: TX Zip: 78040	eMail: purchasinginvoices@webbcountytexas.gov	

#### DEVICE DETAILS

##### LOCATION INFORMATION

Ship to Name: WEBB COUNTY MIS	Ship to Number:
Shipping Address: 1110 WASHINGTON STREET, SUITE 304	Phone #: (956) 523-4069 Ext.
City: LAREDO State: TX Zip: 78040	Fax #: (956) 523-5007
Contact: RAFAEL PEÑA	email: cyndi@webbcountytexas.gov
	Delivery Date: Ship:

EQUIPMENT	PRODUCT NUMBER	ID #	SERIAL NUMBER				
TOSHIBA E-STUDIO 3555C	ESTUDIO 3555C						
TYPE	START METER	INCLUDES	UNITS	MINIMUM PAYMENT	PAYMENT FREQUENCY	EXCESS CHARGE	EXCESS BILLING FREQUENCY
Black Images		9,000	Clicks	\$ 335.42	Annually	\$0.00730	Annually
Color Images		6,000	Clicks		Annually	\$0.04580	Annually

36 MONTH AGREEMENT. 30 DAY CANCELLATION BY EITHER PARTY WITH WRITTEN NOTICE

See attached Maintenance Contract Schedule for additional covered devices

#### INVOICE INFORMATION

Invoice Customer Address Location

Invoice Equipment Location

#### DECLINATION

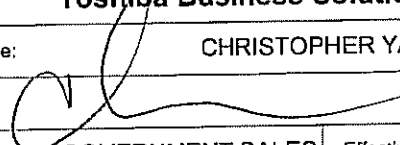
Customer is declining maintenance on the equipment listed above.

Printed Name:	Signature:
Title:	Date:

#### ACCEPTANCE

THE TERMS AND CONDITIONS HEREOF ARE PART OF THIS SERVICE AGREEMENT. BY SIGNING THIS CONTRACT, THE CUSTOMER ACKNOWLEDGES THAT THEY HAVE READ AND UNDERSTAND THESE TERMS.

Customer agrees to pay the Minimum Payment per transaction terms, plus any Excess Per Click Charges for the term of this Contract. When this Contract is signed by Customer and TBS, it shall constitute a binding contract and is non-cancelable. This Contract will begin on the date signed by TBS below. You hereby acknowledge and agree that your electronic signature below shall constitute an enforceable and original signature for all purposes.

Customer: WEBB COUNTY	Toshiba Business Solutions	
Printed Name: DANNY VALDEZ	Printed Name: CHRISTOPHER YANES	
Signature:	Signature: 	
Title: WEBB COUNTY JUDGE	Date:	Title: GOVERNMENT SALES Effective Date: 8-11-14

# TOSHIBA

## BUSINESS SOLUTIONS

Texas New Mexico

### FMV LEASE AGREEMENT

10231 Kotzebue  
 San Antonio, Texas 78217  
 Phone: 210.357.2600  
 Fax: 210.357.2630

# TOSHIBA

FINANCIAL SERVICES

APPLICATION NUMBER

AGREEMENT NUMBER

This document is written in "Plain English." The words Lessee, you, and your refer to the customer. The words Lessor, we, us and our refer to Toshiba Financial Services. Every attempt has been made to eliminate confusing language to create a simple, easy-to-read document.

### CUSTOMER CONTACT INFORMATION

Legal Company Name:	WEBB COUNTY	Fed. Tax ID #:	74-60015872
Contact Person:	PURCHASING-ACCTS PAYABLE	Bill-To Phone:	(956) 523-4125
		Bill-To Fax:	(956) 523-5010
Billing Address:	1110 WASHINGTON STREET, SUITE 101	City, State-Zip:	LAREDO, TEXAS 78040
Equipment Location: (if different from above):	MANAGEMENT INFORMATION SYSTEMS 1110 WASHINGTON STREET, SUITE 304	City, State-Zip:	LAREDO, TEXAS 78040

### DEALER INFORMATION

Dealer Contact Name:	CHRISTOPHER YANES	Branch Location:	LAREDO, TEXAS
----------------------	-------------------	------------------	---------------

ITEM DESCRIPTION	MODEL NO.	SERIAL NO.
TOSHIBA DIGITAL COLOR COPIER	E-STUDIO 3555C	

TEXAS DIR CONTRACT #DIR-SDD-1686

See attached form (Schedule "A") for Additional Equipment

### LEASE TERM & PAYMENT SCHEDULE

Number of Payments:	36	of \$	279.03	(plus applicable taxes)
Security Deposit:	\$	-	<input type="checkbox"/> Received	
Documentation Fee:	\$75.00 (included in First Invoice)			

Lease Payment Schedule is monthly, unless otherwise indicated. End-of-Lease Options: You will have the following options at the end of your original term, provided the Lease has not terminated early and no event of default under the Lease has occurred and is continuing:  
 1. Purchase the Equipment at Fair Market Value; 2. Renew the Lease; 3. Return Equipment.

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

### LESSOR ACCEPTANCE

Toshiba Financial Services	Signature: X	Title:	Date:
----------------------------	--------------	--------	-------

### CUSTOMER ACCEPTANCE

Name: DANNY VALDEZ	Signature: X	Title: WEBB COUNTY JUDGE	Date:
--------------------	--------------	--------------------------	-------

### PERSONAL GUARANTY

To induce us to enter into this Lease, the undersigned jointly and severally unconditionally guarantees to us the prompt payment when due of all lessee's obligations to us under the Lease. We will not be required to proceed against the lessee or the Equipment or enforce any other remedy before proceeding against the undersigned. The undersigned agrees to pay all reasonable attorney's fees and other expenses incurred by us by reason of default by lessee or the undersigned. The undersigned waives notice of acceptance hereof and of all other notices or demands of any kind to which the undersigned may be entitled. The undersigned consents to any extensions or modifications granted to us and the release and/or compromise of any obligations of lessee or any other obligors and guarantors without in any way releasing the undersigned from his or her obligations hereunder. The obligations of the undersigned shall continue even if the lessee becomes insolvent or bankrupt or is discharged from bankruptcy, and the undersigned agrees not to seek to be repaid by lessee in the event the undersigned must pay us. This is a continuing Guaranty and shall not be discharged or affected by death of the undersigned, shall bind the heirs, administrators, representatives, successors and assigns of undersigned, and may be enforced by or for the benefit of any assignee or successor of us. The undersigned and we waive insofar as permitted by law any trial by jury for any action between the parties.

Print Name of 1st Guarantor:	N/A	Signature: X	N/A	Date:	Na
Print Name of 2nd Guarantor:	N/A	Signature: X	N/A	Date:	N/A

### ACCEPTANCE OF DELIVERY

You certify that all the Equipment listed above has been furnished and that deliver and installation have been fully completed and are satisfactory. Further, all conditions and terms of this Agreement have been reviewed and acknowledged. Upon your signing below, your promises here will be irrevocable and unconditional in all respects.

Name: DANNY VALDEZ	Signature: X	Title: WEBB COUNTY JUDGE	Date:
--------------------	--------------	--------------------------	-------

**FISCAL FUNDING ADDENDUM**

**LESSEE INFORMATION**

Full Legal Name WEBB COUNTY DBA Name (If Any) \_\_\_\_\_  
 Billing Address 1110 WASHINGTON STREET, SUITE 101 Phone (956) 523-4125  
 City LAREDO Country USA State TX Zip 78040

**EQUIPMENT INFORMATION**

Equipment Location (If not same as above) MANAGEMENT INFORMATION SYSTEMS, 1110 WASHINGTON STREET, SUITE 304  
 City LAREDO Country USA State TX Zip 78040

QUANTITY	MODEL NO.	EQUIPMENT DESCRIPTION (ATTACH SCHEDULE IF NECESSARY)	QUANTITY	MODEL NO.	EQUIPMENT DESCRIPTION (ATTACH SCHEDULE IF NECESSARY)
1	E-STUDIO 3666C	TOSHIBA DIGITAL COLOR COPIER			

The above described WEBB COUNTY ("Lessee") warrants that it has funds available to pay rents ("Lease Payments") until the end of its current appropriation period. In the event its legislative body or funding authority does not appropriate funds to be paid to Lessor for the above described Equipment ("Equipment"), Lessee may, upon prior written notice to Lessor, effective 60 day after the giving of such notice or upon the exhaustion of the funding authorized for the then current appropriation period, whichever is later, return the Equipment to Lessor, at Lessee's expense; and thereupon, be released of its obligation to make all rental payments (Lease Payments) to Lessor due thereafter, provided: (1) The Equipment is returned to Lessor as provided for in the above described Lease ("Lease"), (2) the foregoing notice states the failure of the legislative body or funding authority to appropriate the necessary funds as reason for cancellation, and (3) the notice is accompanied by payment of all amounts then due to Lessor under the Lease.

In the event Lessee returns the Equipment pursuant to the terms of this Addendum, Lessor shall retain all sums paid hereunder by Lessee, including the Security Deposit (if any) specified in the Lease.

If the provisions of this Addendum are utilized by Lessee, Lessee agrees not to purchase, lease or rent any other functionally similar equipment for the balance of the Lease term following Lessee's exercise of its termination rights hereunder.

This Addendum will not be construed so as to permit the Lessee to terminate the Lease in order to acquire any other equipment or obtain funds directly or indirectly to perform essentially the same application for which the Equipment is intended.

**LESSEE SIGNATURE**

Signature X \_\_\_\_\_  
(MUST BE SIGNED BY AUTHORIZED AGENT, REPRESENTATIVE OR OFFICER OF GOVERNMENT ENTITY)  
 Print Name DANNY VALDEZ  
 Title WEBB COUNTY JUDGE Date \_\_\_\_\_  
 For WEBB, COUNTY OF Name of Government Entity

**ACCEPTED BY LESSOR**

Signature X \_\_\_\_\_  
 Title \_\_\_\_\_ Date \_\_\_\_\_  
 For \_\_\_\_\_ Legal Name of Corporation or Partnership

SUP107

**Addendum  
To  
Lease Agreement Between  
Toshiba Financial Services, Inc. and Webb County, Texas  
Concerning Toshiba E-Studio 3555c Digital Color Copier  
For the Webb County Management Information Systems Department**

BETWEEN:

Webb County ("Lessee")  
1000 Houston Street  
Laredo, Texas 78040

AND

Toshiba Financial Services, Inc. ("Lessor")  
10231 Kotzebue  
San Antonio, Texas 78217

Now therefore, the parties agree to modify, delete and/or include the following terms and conditions in the above referenced "Lease Agreement. The following provisions and covenants supersede prior negotiations, representations or agreements, either written or oral, and where there is a conflict between provisions of this addendum and the provisions set forth in the Standard Form "FMV Lease Agreement" (2 pages) between Webb County, Texas, and Toshiba Business Solutions of Texas, or any other Contract Documents, the provisions set forth herein shall supersede and have full force and effect and become a part of the above referenced contract for all intent and purposes.

**LEASE AGREEMENT  
TERM AND CONDITIONS PROVISIONS**

1. The language dealing with "Personal Guaranty" on page one (1) of the Standard Lease Document ("FMV Lease Agreement) is deleted in its entirety.
2. The last sentence of the paragraph of the Terms and Conditions entitled "Lease Commencement" is deleted in its entirety and replaced by:

"Pursuant to section 2251.021, Texas Government Code, a payment by a governmental entity is overdue on the 31st day after payment is due and pursuant to section 2251.025, Texas Government Code, an overdue payment bears interest at the rate of one (1) percent and the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday."

indemnifying, holding or saving harmless for any reason whatsoever are hereby deleted.”

7. Paragraph number twenty-two (22) of the Term and Conditions entitled “Governing Law” is deleted in its entirety and replaced with:

“Both parties agree to waive all right to a jury trial. This Master Agreement and each schedule shall be governed and construed according to the laws of the State of Texas. Jurisdiction and venue for any action or claim arising out of the Master Agreement shall be in the Federal and/or State Courts of Webb County, Texas”

8. Webb County does and shall not waive or relinquish any immunity or defense on behalf of itself, its commissioners, offices, employees and agents as a result of the execution of this Agreement and performance of the functions and obligations described herein.

WITNESS OUR HANDS effective the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**WEBB COUNTY:**

**TOSHIBA FINANCIAL SERVICES, INC.**

\_\_\_\_\_  
Danny Valdez, Webb County Judge

By: \_\_\_\_\_  
Representative

ATTESTED:

\_\_\_\_\_  
Margie Ramirez Ibarra  
Webb County Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Marco A. Montemayor  
Webb County Attorney\*

\*By law, the County Attorney’s office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).