TOSHIBA BUSINESS SOLUTIONS

AIMS MAINTENANCE CONTRACT

MS-1.0.0

,	•		-		CUSTOMER NU	JMBER -	DATE
Sales Representa	tive: CHRIS	TOPHER YAN	ES:				
ror rue ednibweur	ilisted below in accomand der the Exclusion section	e wiin the lenns ar	10 conditions of thi	s contract. The Maintan	and toner collection conta ance Services exclude pa ons Agreement must be a	ner etenlee en	d all other pade and
CUSTOMERI	NFORMATION		ARTON ART				
Customer Name:	WEBB COUNTY			Bill to Number:			
Billing Address:	1110 WASHINGTO	N STREET. SL	JITE 101		6) 523-4134 Ext.	F8x #;	(956) 523-5010
Address 2:					LUDIVINA GOMEZ	Customer PO	
City:	LAREDO	State: TX	Zip: 78040	eMail:	purchasinginvoice		
DEVICE DETA	MIS						
	FORMATION	dalang kanang kanan		SPILISH HARRING HARRING STREET	Managan and Managan and	(Olini(Almorri))	
Ship to Name:	WEBB COUNTY D		K. Handaniiniiniinii	Ship to Number:	Kontamponing Ministri		
Shipping Address:	1110 VICTORIA ST				C) 500 4000		
City:	LAREDO	State: TX		Fax#:	6) 523-4268 Ext.		
Contact:	LAURA SALINAS		s@webbcounlybc.gov		(956) 523-506	3	
			aggwapucuuniyee.gov	Delivery Date:	Ship:	Division to the same	
TOSHIBA E-S		<u> </u>	unuling ignishing	PRODUCT NUMB		SERI	AL NUMBER
Himmanna Mulin	Philipping maring districts and surface an	Material nito transita		ESTUDIO 85	AN OTALE AND ENGINEERING OF ANY LOSS.	Capt. carriagnach	***************************************
TYPE	START METER	INCLUDES	UNITS		PAYMENT	EXCESS	EXCESS BILLING
Biack Images	ittit eindicht nien ernittit	O	Clicks	MINIMUM PAYMENT	PREQUENCY	CHARGE	FREQUENCY
		<u> </u>	CIICNS	-	чивлепу	\$0.00460	Quarterly
						 	
						 	
			•			 	
06				<u> </u>			
O See attached	Maintenance Contract Sc	hedule for additiona	covered devices	·			·
INVOICE INFO	RMATION			1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1			
	Customer Address Loc		Invoice Fr	uipment Location		the trade of their	
DECLINATION			E'J misolos Er	Shusur roceroli			
	eclining maintenance on the (The state of the s		
Printed Name:	sellmin Manhettettes all file i	adobuseur liateo acen	8,		<u> </u>		
Tile:		Date:	7	Signature:	-		
ACCEPTANCE						1000	
THE TERMS AND THAT THEY HAVE	CONDITIONS HEREOF READ AND UNDERSTA	ARE PART OF TH ND THESE TERMS	IS SERVICE AGR 3.	EEMENT. BY SIGNING	THIS CONTRACT, THE	CUSTOMER	ACKNOWLEDGES
Castoliigi Alia 109	o pay the Minimum Payms i, it shall constitute a bind relectronic signature belor	ing contract and is	non-cancelable. T	his Contract will begin o	or the term of this Contrac In the date signed by TBS Jurposes.	t. When this C below. You h	ontract is signed by ereby acknowledge
Customer:		BB COUNTY			shiba Business	Solutions	
Printed Name:	DAN	NY VALDEZ		Printed Name:		PHER YANE	
Signature:				Signature: (
Tille:	WEBB COUNTY JUI	OGE Date:		Title: GO	VERNMENT SALES	Effective Da	ite: 10,27.14
			[19,27,19

TOSHIBA

BUSINESS SOLUTIONS

Texas

New Mexico

FMV LEASE AGREEMENT

10231 Kolzebue

San Antonio, Texas 78217

Phone: 210.357.2600 Fax: 210.357.2630

TOSHIBA

APPLICATION NUMBER

III FIACOALE AVICES

AGREEMENT NUMBER

This document is written in Financial Barvicas, Every a	"Plain English." The words Lesses, you Mempt has been made to eliminate confi	, and your refer to the create	uslomer. The words Lessor, v a simple, easy-to-read docum	/e, us and our rafer to Toshiba ant		
CUSTOMER C	CONTACT INFORMAT	TION				
Legal Company Name:	WEBB COUNTY		Fed. Tex ID #:	74-60016872	1000	
Contact Person:	PURCHASING-ACCTS P	AYABLE	Elli-To Phone:	(956) 523-4125	BIII-To Fax: (956) 8	23-5010
Billing Address:	1110 WASHINGTON STR	REET, SUITE 101	City, State-Zip:	LAREDO, TEXAS 78040		
Equipment Location: (If different from above):	WEEB COUNTY DISTRICT C 1110 VICTORIA STREET, SU		City, State-Zip:	LAREDO, TEXAS 76040		
DEALER INFO	RMATION					
Dealer Contact Name:	CHRISTOPHER YANES			Branch Location; LAREDO	, TEXAS	
ITEM DESCRI	PTION				MODEL NO.	SERIAL NO.
TOSHIBA DIGITA	L COPIER				E-STUDIO 857	
	·					
						-
				٠		
				•		
TEXAS DIR CONT	RACT #DIR-SDD-1686					
See attached	form (Schedule "A") for Ad	ditional Equipme	ent			
LEASE TERM	& PAYMENT SCHED	ULE				
Number of Payments:	36 af \$	350.21	(plus applicable taxes)	llease payment period laimonthly oth	erwise Indicaled End-or-Lease	Delloner Yali will have the
Security Deposit:	\$ -	Received		following collors a thelend of your b event of default linder the Lease has Purchase the Equipment at Fair N	nginal lenni, provided in allease occured and la conliming	es not terrilinated early and no
Documentation Fee:	\$75.00 (included in First Involce)			3. Ratum Ecopment	Brket Velus - 2. Renew the Lea	se
THIS IS A N	ONCANCELABLE / IR	REVOCABLE	AGREEMENT. T	HIS AGREEMENT CANNO	OT BE CANCELLED O	R TERMINATED.
LESSOR ACCE	PTANCE					
Toshiba Financia	Services Signature: X				Tile:	Daje:
CUSTOMER A	CCEPTANCE			Age of the state o		
Name:	DANNY VALDEZ Sig	nature: X			Tile: WEBB COUNTY JUL	PGE Date:

ACCEPTANCE OF DELIVERY

You cardily that all like Equipment listed above has been furnished and that deliver and installation have been fully completed and ere salisfactory. Further, all conditions and ferms of this Agreement have been reviewed and acknowledged. Upon your algoring below, your promises here will be irrevocable and unconditional in all respects.

To induce us to enter into this Lease, the undersigned jointly and severally unconditionally guarantees to us the prompt payment when due of all leases's obligations to us under the Lease. We will not be required to proceed against the leases or the Equipment or entonce 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 leases 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 granted to us and the release and/or compromise of any obligations of leases or any other obligations without in any way releasing the undersigned from his or har obligations.

by lessee in the event the undersigned must pay us. This is a confinding Gueranty and shall not be discharged or effected by death of the undersigned, shall bind the helie, administrators, representatives, successors and

Signature: X N/A

Signature: X N/A

hereunder. The obligations of the undersigned shall continue even if the lesses becomes insulvent or bankrupt or is discharged from bankruptcy, and the undersigned agrees not to seek to be repaid

N/A

N/A

assigns of undersigned, and may be enforced by or for the bensit of any assignee or successor of us. The undersigned and we walve insofer as permitted by law any trial by jury for any action between the perties.

Name:	DANNY VALDEZ	Signature: X	пие:	WEBB COUNTY JUDGE Dale:	
				1 1 1 7 == == 5 1 1 2	

PERSONAL GUARANTY

Print Name of 1st Guarantee

Print Name of 2nd Guarantor:

Dale:

Na

N/A

FISCAL FUNDING ADDENDUM

-		WEBB COUNTY	DBA Name (li Any)				
Full Legal Name Billing Address City LAREDO		1110 WASHINGTON	STREET, SUITE 101			Phone _	(956) 523-4125
		Country USA		State TX		Zip <u>7804</u>	10
		EQUIF	MENT INFORMATION				
Equipment Local	ion						
(If not same as a			WEBB COUNTY DIST	RICT CLERK			
City	LARE	Country	USA	State	TX	Zip	78040
YIITKAUG	MODELNO.	EDUPMENT DESCRIPTION (ATTACH SCHEDULE IF NECESS	ARY) GILAHITY	MODEL 110.	EQUIPMENT (ESCRIPTION (ATTACH SCHEDULE IF RECESSARY)
1	E-STUDIO 857	TOSHIBA DIGITAL COPIER					
In the reunder by	Lessee, incl	e returns the Equipment pura uding the Security Deposit (if	any) specified in the	Lease.			
If the	provisions o milar equipn	f this Addendum are utilized nent for the balance of the Lea	l by Lessee, Lessee ase term following Le	agrees not ssee's exerc	to purcha ise of its to	ase, le: erminat	ase or rent any othe ion rights hereunder.
If the pactionally si	milar equipn	nent for the balance of the Lea	ase term following Le	ssee's exerc	ise of its te	erminat	on rights hereunder.
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If the partitionally si	milar equipa Ideodum wil	nent for the balance of the Lea Il not be construed so as to I	Signature X Print Name	terminate the application	ISE OF ITS TO THE LEASE I THE SEE SIGNATION OF THE SEC SIGNATION OF THE	TURE	Foverhead entry
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If the protionally si	milar equipa Ideodum wil	nent for the balance of the Lea Il not be construed so as to I	Signature X Print Name Title For	LES WEBB COUNTY WEBB, COUN	SEE SIGNATION OF THE DESTRICT OF	TURE PROFESSOR	r to acquire any other quipment is intended coverneed extra

Addendum To

Lease Agreement Between

Toshiba Financial Services, Inc. and Webb County, Texas Concerning Toshiba E-Studio 857 Digital Copier For the Webb County District Clerk's Office

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 3lst 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."

Page I of 3
Addendum to FMV Lease Agreement

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

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

> "Both parties agree to waive all right to a jury trial. 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"

Webb County does and shall not waive or relinquish any immunity or defense on behalf 8. 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 FINANCL	AL SERVICES, INC.
	Ву:	
Danny Valdez, Webb County Judge	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).