



documentsolutions

Corporate Headquarters
2825 Story Road West • Irving • TX 75038
469.574.0041 • fax 469.574.0039
www.nevillsolutions.com

SALES ORDER

Your Local Sales Office:
Corpus Christi 361.882.6482
Fort Worth 817.595.2255
Harlingen 956.412.6482
Laredo 956.753.7212
McAllen 956.630.2100

Sold to: Webb County of Sheriff's Office

Deliver to: Webb County of Sheriff's Office

Billing Address 902 Victoria St.

Address 1001 Washington St. (Medical)

City, ST, Zip Laredo, Texas 78043

City, ST, Zip Laredo, Texas 78043

Contact Joe Lopez

Contact (for service) Joe Lopez

PH# (956) 523-4500 Fax#

PH# (956) 523-4500 Fax#

Email joe@webbcountytx.gov

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Meter Contact Email: joe@webbcountytx.gov

NEVILL Billing Code

NEVILL Shipping Code

Table with 5 columns: Customer Status, Leasing Company, Date of Sale, Customer's PO#, Sales Consultant. Includes checkboxes for New/Existing and Requested Delivery/Method.

Main product table with 6 columns: Quantity, Item number, MA, Product Description, Unit Price, Extended Price. Lists items like Kyocera Taskalfa 3551ci Color MF System.

Summary table with 2 columns: Description, Amount. Includes Freight, Subtotal, Sales Tax, and TOTAL DUE.

Signature table with 3 columns: Customer Signature, Title (County Judge), Date.



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Special instructions / Lease Approval Number

Summary table with 2 columns: Description (Freight, Subtotal, Sales Tax, TOTAL DUE) and Amount.

See reverse side for terms and conditions of sale. Signature below indicates agreement of all terms.

Signature table with 3 columns: Customer Signature, Title (County Judge), Date.



Agreement No. _____

EQUIPMENT DESCRIPTION

Equipment MFG Model & Description	Serial Number	Accessories
Kyocera Taskalfa 355ci Kyocera Taskalfa 3551ci		
<input type="checkbox"/> See attached schedule for additional Equipment / Accessories		
Billing Address: 902 Victoria St. Laredo, Texas 78043		
Equipment Location: 902 Victoria St. Laredo, Texas 78043		

SUPPLIER TRANSACTION TERMS

NDS Leasing 2825 Story Rd. Irving, TX 75038	Term: <u>39</u> (months) Minimum Monthly Payment: \$ <u>599.78</u> (plus applicable taxes)
	Excess Per Image Billing Preference (monthly if not checked)
	<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Annually Document Fee: \$75.00 (included on first invoice)
	Supplier Fuel/Freight Fee: \$ _____ per month (Not to exceed \$75.00 per month)
The following additional payments are due on the date this Agreement is signed by you:	
Advance Payment: \$ _____ (plus applicable taxes) Applied to: <input type="checkbox"/> First <input type="checkbox"/> Last	

Image Type	Minimum Number of Images	Excess Per Image Charge

YOU HAVE SELECTED THE EQUIPMENT, THE SUPPLIER AND ITS REPRESENTATIVES ARE NOT AGENTS OF ANY ASSIGNEE OF OWNER AND ARE NOT AUTHORIZED TO MODIFY THE TERMS OF THIS AGREEMENT. YOU ARE AWARE OF THE NAME OF THE MANUFACTURER OF EACH ITEM OF EQUIPMENT AND YOU WILL CONTACT EACH MANUFACTURER FOR A DESCRIPTION OF YOUR WARRANTY RIGHTS. WE MAKE NO WARRANTIES TO YOU, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY OR OTHERWISE. WE PROVIDE THE EQUIPMENT TO YOU AS-IS. YOU AGREE TO USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS, AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES. WE SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES. WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LEGAL, TAX OR ACCOUNTING TREATMENT OF THIS AGREEMENT AND YOU ACKNOWLEDGE THAT WE ARE AN INDEPENDENT CONTRACTOR AND NOT A FIDUCIARY OF CUSTOMER. YOU WILL OBTAIN YOUR OWN LEGAL, TAX AND ACCOUNTING ADVICE RELATED TO THIS AGREEMENT AND WILL MAKE YOUR OWN DETERMINATION OF THE PROPER AGREEMENT TERM FOR ACCOUNTING PURPOSES. EXCEPT TO THE EXTENT PROVIDED IN SECTION 2, YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER. BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL. THIS AGREEMENT SHALL BE DEEMED FULLY EXECUTED AND PERFORMED IN THE STATE OF CUSTOMER'S PRINCIPAL PLACE OF BUSINESS AND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH SUCH LAWS. YOU HEREBY IRREVOCABLY SUBMIT GENERALLY AND UNCONDITIONALLY TO THE JURISDICTION OF ANY SUCH COURT SO ELECTED BY THE OWNER OR ITS ASSIGNEE IN RELATION TO SUCH MATTERS. 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 PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS TO YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ALSO ASK TO SEE IDENTIFYING DOCUMENTS. BY SIGNING THIS AGREEMENT, YOU ACKNOWLEDGE RECEIPT OF PAGES 1 AND 2 OF THIS AGREEMENT AND AGREE TO THE TERMS OF PAGES 1 AND 2. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT YOU AND US FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

TERMS AND CONDITIONS

1. **COMMENCEMENT OF AGREEMENT.** Commencement of this Agreement and acceptance of the Equipment shall occur upon delivery of the Equipment to you ("Commencement Date"). To the extent that the Equipment includes intangible property or associated services such as periodic software licenses and prepaid database subscription rights, such intangible property shall be referred to as "Software". You understand and agree that we have no right, title or interest in the Software and you will comply throughout the Term of this Agreement with any license and/or other agreement ("Software License") entered into with the supplier of the Software ("Software Supplier"). You are responsible for entering into any Software License with the Software Supplier no later than the Commencement Date of this Agreement. You agree to inspect the Equipment upon delivery and verify by telephone or in writing such information as we may require. The Equipment is accepted by you under this Agreement unless you notify us within three (3) days of delivery that you do not accept the Equipment and specify the defect or malfunction. In that event, we will replace the defective item of Equipment or cancel this Agreement and you will assume all our rights under any purchase order or agreement entered into by us to buy the Equipment. If you signed a purchase order or similar agreement for the purchase of the Equipment, by signing this Agreement you assign to us all of your rights, but none of your obligations under it. All attachments, accessories, replacements, replacement parts, substitutions, additions and repairs to the Equipment shall form part of the Equipment under this Agreement.

2. **IMAGE CHARGES.** Each month during the Term of this Agreement, you agree to remit to us the Minimum Monthly Payment ("Minimum Payment") and all other sums when due and payable at the address we provide to you from time to time. In return for the Minimum Payment, you are entitled to produce the Minimum Number of Images for each applicable Image Type each month. You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wires only. You also agree cash and cash equivalents are not acceptable forms of payment for this Agreement and that you will not remit such forms of payment to us. Payment in any other form may delay processing or be returned to you. Furthermore, only you or your authorized agent as approved by us will remit payments to us. Minimum Payments will include any freight, delivery, installation and other expenses we finance on your behalf at your request. You also agree to pay us the applicable Excess Per Image Charge (plus applicable taxes) for each metered image that exceeds the applicable Minimum Number of Images. We may estimate the number of images produced if you do not provide us with meter readings within seven (7) days of request. We will adjust the estimated charge for excess images upon receipt of actual meter readings. Notwithstanding any adjustments, you will never pay us less than the Minimum Payment. You agree that after the first twelve (12) months of the Term (or any extension or renewal) of this Agreement, and at the end of each following twelve (12) month period thereafter, the Minimum Payments and Excess Per Image Charges may be increased by an amount equal to the lesser of: (a) up to 15% of the Minimum Payments and Excess Per Image Charges in effect at the end of the prior twelve (12) month period; or (b) the maximum percentage permitted by applicable law. At our option, you will: (a) provide us by telephone or facsimile the actual meter readings when requested by us; (b) provide us (or our agent) access to the Equipment to obtain meter readings; or (c) allow us (or our agent) to attach an automatic meter reading device to the Equipment. We may audit any automatic meter reading device periodically. Minimum Payments are due whether or not you receive an invoice. If you have a dispute with the Supplier regarding the Equipment or any service, repair or maintenance of the Equipment (including without limitation, any Equipment designated "Service Only"), you shall continue to pay us all Minimum Payments and Excess Per Image Charges without deduction or withholding of any amounts. You authorize us to adjust the Minimum Payments by not more than 15% to reflect any reconfiguration of the Equipment or adjustments to reflect applicable sales taxes or the cost of the Equipment by the manufacturer and/or Supplier.

NON-APPROPRIATION OF FUNDS. You intend to remit to us all Minimum Payments and other payments for the full Term if funds are legally available. In the event you are not granted an appropriation of funds at any time during the Term for the Equipment or for equipment which is functionally similar to the Equipment and operating funds are not otherwise available to you to pay Minimum Payments and other payments due and to become due under this Agreement, and there is no other legal procedure or available funds by or with which payment can be made to us, and the non-appropriation did not result from an act or omission by you, you shall have the right to return the Equipment in accordance with Section 11 of this Agreement and terminate this Agreement on the last day of the fiscal period for which appropriations were received without penalty or expense to you, except as to the portion of the Minimum Payments for which funds shall have been appropriated and budgeted. At least thirty (30) days prior to the end of your fiscal period, your chief executive officer (or legal counsel) shall certify in writing that: (a) funds have not been appropriated for the fiscal period; (b) such non-appropriation did not result from any act or failure to act by you; and (c) you have exhausted all funds legally available to pay Minimum Payments. If you terminate this Agreement because of a non-appropriation of funds, you may not purchase, lease or rent, during the subsequent fiscal period, equipment performing the same functions as, or functions taking the place of, those performed by the Equipment provided, however, that these restrictions shall not be applicable if or to the extent that the application of these restrictions would affect the validity of this Agreement. This Section 2 shall not permit you to terminate this Agreement in order to acquire any other Equipment or to allocate funds directly or indirectly to perform essentially the application for which the Equipment is intended.

3. **OTHER CHARGES.** You agree to: (a) pay all assessments, taxes and charges governmentally imposed upon Owner's purchase, ownership, possession, leasing, renting, operation, control or use and pay all premiums and other costs of insuring the Equipment; (b) reimburse us for all costs and expenses incurred in enforcing this Agreement; and (c) pay all other costs and expenses for which you are obligated under this Agreement. NOTWITHSTANDING THE FACT THAT YOU MAY BE EXEMPT FROM THE PAYMENT OF PERSONAL PROPERTY TAXES, you acknowledge that as the owner of the Equipment, we may be required to pay property taxes, and you agree, at our discretion, to either: (1) reimburse

Continued on page 2

OWNER ("We", "Us")	CUSTOMER ("You")
NDS Leasing	<u>Webb County of (Sheriff's Office)</u> (Customer Full Legal Name)
By: X _____	By: X _____
Name: _____	Name: _____ Title: _____
Title: _____ Date: _____	Date: _____ Federal Tax ID: <u>74-60015872</u>



GOLD LEVEL COLOR MAINTENANCE CONTRACT

V070115

Date: July 31, 2015

Nevill Document Solutions, LLC, herein after referred to as "NDS" and the following named customer, herein after referred to as "Customer", agree for the maintenance of one or more products as described below, according to the terms and conditions on the reverse, which the customer has read in full: _____ (Initials)

Customer Name <u>Webb County of Sheriff's Office</u>			
Business Address <u>902 Victoria St.</u>			
City <u>Laredo</u>	State <u>Tx</u>	Zip <u>78043</u>	Telephone <u>(956) 523-4500</u>
Customer # _____	Key Operator _____	Meter Contact Email _____	Zone _____

COLOR MAINTENANCE COVERAGE: MDS COPIER PRINTER FAX SCANNER

(SELECT SERVICE BELOW)

- Nevill Full Service** coverage includes labor, parts, drums & supplies (excludes paper & staples).
- Nevill Standard Service** coverage includes labor & parts only (excludes drum, fuser, image unit, staples, toner & transfer belts).

COLOR MAINTENANCE PLAN: (SELECT ONE)

- Annual Agreement ***: rate \$ _____ per year. Coverage is for one year from contract Beginning Date.
- Annual Time or Usage Contract ***: rate \$ _____ per year. Coverage is for one year from contract Beginning Date or _____ prints, whichever occurs first.
- Annual Contract with a Rate *** of \$ in arrears per month / quarter. Coverage includes in arrears allowable color prints and in arrears black & white prints per month / quarter with overages invoiced monthly / quarterly at \$.06 per color print and .006 per black & white print.
Single sheet scans invoiced in arrears at the rate of \$.002 per print. *all pricing does not include tax

Contract # _____	Beginning Meter _____	Beginning Date _____
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Equipment Make, Model & Description	Serial Number	Equipment ID #
<u>Kyocera Taskalfa 3551ci</u>	_____	_____
<u>Kyocera Taskalfa 3551ci</u>	_____	_____
_____	_____	_____
_____	_____	_____

special instructions: no scanning charge

<p>Customer Acceptance <input type="checkbox"/> Maintenance Agreement Declined Signature: _____</p> <p>This Contract, consisting of the terms & conditions appearing above and on the reverse side, is hereby approved, accepted and executed by the respective parties hereto on the date set forth adjacent to their signatures. By: _____</p> <p>Signature: _____ title: _____ date: _____</p> <p>Nevill Acceptance</p> <p>This Contract has no force or effect unless executed by a Service Manager, Service Administrator, or an Officer of the Company.</p> <p>Authorized by: <u>Lupita L. Gutierrez</u></p> <p>Signature: _____ title: <u>Sales Manager</u> date: <u>July 31, 2015</u></p>
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