



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

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Billing Address 902 Victoria St.

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City, ST, Zip Laredo, Texas 78043

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Contact Joe Lopez

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PH# (956) 523-4500 Fax#

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Email

Deliver to: Webb County of Sheriff's Office

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Address 902 Victoria St. (Task Force)

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City, ST, Zip Laredo, Texas 78043

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Contact (for service) Joe Lopez

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PH# (956) 523-4500 Fax#

---

Email

Meter Contact Email:

NEVILL Billing Code

NEVILL Shipping Code

<b>Customer Status</b> <input type="checkbox"/> New <input checked="" type="checkbox"/> Existing	<b>Leasing Company</b> NDS	<b>Date of Sale</b>	<b>Customer's PO#</b>	<b>Sales Consultant</b> Lupita Lopez Gutierrez
<b>Requested Delivery/Method</b>		<b>Terms</b>	<input type="checkbox"/> Cash <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Rental	

Quantity	Item number	MA	Product Description	Unit Price	Extended Price
1			Kyocera Ecosys M2535dn		
			37 PPM Multifunctional System		
			Standard Print, Copy, Fax & Color Scan		
			Document Processor		
			300 Sheet Paper Capacity		
			Stand		

Special instructions / Lease Approval Number

	<b>Freight</b>	
	<b>Subtotal</b>	
	<b>Sales Tax</b>	
<b>See reverse side for terms and conditions of sale. Signature below indicates agreement of all terms.</b>	<b>TOTAL DUE</b>	

Customer Signature	Title County Judge	Date
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# NEVILL

documentsolutions

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Customer Status	Leasing Company	Date of Sale	Customer's PO#	Sales Consultant
<input type="checkbox"/> New <input checked="" type="checkbox"/> Existing	NDS			Lupita Lopez Gutierrez
<b>Requested Delivery/Method</b>		<b>Terms</b>	<input type="checkbox"/> Cash <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Rental	

Quantity	Item number	MA	Product Description	Unit Price	Extended Price
1			Kyocera Taskalfa 3051ci Color MF Syste		
			30 PPM Color & Black		
			Standard Print, Copy and Scan		
			175 Sheet Dual Scan Document Process		
			Dual 500 Sheet Paper Drawer		
			150 Sheet Multi Purpose Tray		
			Fax System		
			1K Stapler Finisher		

Special instructions / Lease Approval Number

Freight

Subtotal

Sales Tax

**TOTAL DUE**

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

Customer Signature	Title County Judge	Date
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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 Webb County of Sheriff's Office
Business Address 902 Victoria St.
City Laredo State Tx Zip 78043 Telephone (956) 523-4500
Customer # Key Operator Meter Contact Email Zone

COLOR MAINTENANCE COVERAGE: [ ] MDS [x] COPIER [ ] PRINTER [ ] FAX [ ] SCANNER
(SELECT SERVICE BELOW)

- [x] 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.
[x] 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

Table with 3 columns: Equipment Make, Model & Description, Serial Number, Equipment ID #. Rows include Kyocera M2525dn and Kyocera Taskalfa 3051ci.

[ ] special instructions:

Customer Acceptance [ ] Maintenance Agreement Declined Signature:
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:
Signature: title: date:
Nevill Acceptance
This Contract has no force or effect unless executed by a Service Manager, Service Administrator, or an Officer of the Company.
Authorized by: Lupita Lopez Gutierrez
Signature: title: Sales Manager date: July 31, 2015



Agreement No. \_\_\_\_\_

EQUIPMENT DESCRIPTION

Equipment MFG Model & Description	Serial Number	Accessories
Kyocera M2535dn		
Kyocera Taskalfa 3051ci		

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: 39 (months) Minimum Monthly Payment: \$ 269.25 (plus applicable taxes)  
 Excess Per Image Billing Preference (monthly if not checked)  
 Monthly  Quarterly  Semi-Annually  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:  First  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**

By: X \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_ Date: \_\_\_\_\_

Webb County of (Sheriff's Office)  
 (Customer Full Legal Name)

By: X \_\_\_\_\_  
 Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Date: \_\_\_\_\_ Federal Tax ID: 74-60015872