

# TOSHIBA

## BUSINESS SOLUTIONS

### LEASE WITH MAINTENANCE AGREEMENT

# TOSHIBA

FINANCIAL SERVICES

The words Lessee, you, and your refer to the customer. The words Lessor, we, us and our refer to Toshiba Financial Services. The Toshiba Equipment is covered by the terms of the Toshiba Quality Commitment, a copy of which may be obtained from your Toshiba Business Solutions (TBS) provider. We own the Equipment (excluding software) and you have the right to use it under the terms of this Lease.

APPLICATION NUMBER	AGREEMENT NUMBER

### 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)	WEBB COUNTY ENGINEERING DEPT 1620 SANTA URSULA, 2ND FLOOR	City, State-Zip:	LAREDO, TEXAS 78040

### TBS LOCATION

Contact Name:	CHRISTOPHER YANES	Subsidiary Location:	SAN ANTONIO, TEXAS
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### EQUIPMENT WITH CONSOLIDATED MINIMUMS

ITEM DESCRIPTION	SERIAL NUMBER	STARTING METER
1. TOSHIBA E-STUDIO 6560CT		
2.		
3.		

### LEASE TERM & PAYMENT SCHEDULE

Number of Payments:	48	of \$	219.93	* Security Deposit:	\$	-	<input type="checkbox"/> Received	(plus applicable taxes)
Payment includes:	0 PRINTS	B&W Images Per Month - Excess Images at	\$0.00550	Per B&W Image	<b>End-of-Lease Options:</b> 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 per section 16 3. Return Equipment			
Payment includes:	0 PRINTS	Color Images Per Month - Excess Images at	\$0.03250	Per Color Image				
Payment includes:		Scan Images Per Month - Excess Images at		Per Scan Image				
Payment includes:		Black Print Images Per Month - Excess Images at		Per Black Print Image				
Payment includes:		Color Print Images Per Month - Excess Images at		Per Color Print Image				
Excess Images Billed:	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly	Lease payment period is monthly unless otherwise indicated.						
Documentation Fee:	\$75.00 (included in First Invoice)		<input type="checkbox"/> See Attached form (Schedule "A") for Additional Equipment					

\* Security Deposit: The security deposit is non interest bearing and is to secure your performance under this Agreement. Any security deposit made may be applied by us to satisfy any amount owed by you in, in which event you will promptly restore the security deposit to its full amount as set forth above. If all conditions are fully completed with and provided you have not ever been in default of the Agreement in the Default section, the security deposit will be refunded to you after the return of the equipment in accordance with the Return of Equipment section.

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

### LESSOR ACCEPTANCE

Toshiba Financial Services	Signature: X	Title:	Date:
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### CUSTOMER ACCEPTANCE

You hereby acknowledge and agree that your electronic signature below shall constitute an enforceable and original signature for all purposes. This Lease may be executed in counterparts. The executed counterpart which has Lessor's original signature and/or is in Lessor's possession shall constitute chattel paper as that term is defined in the Uniform Commercial Code ("UCC") and shall constitute the original agreement for all purposes, including, without limitation, (i) any hearing, trial or proceeding with respect to this Lease, and (ii) any determination as to which version of this Lease constitutes the single true original item of chattel paper under the UCC. If Lessee signs and transmits this Lease to Lessor by facsimile or other electronic transmission, the transmitted copy, upon execution by Lessor, shall be binding upon the parties. Lessee agrees that the facsimile or other electronic transmission of this Lease manually signed by Lessor, when attached to the facsimile or other electronic copy signed by Lessee, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. Without limiting and subject to the foregoing, the parties further agree that, for purposes of executing this Lease, (a) a document signed and transmitted by facsimile or other electronic transmission shall be treated as an original document, (b) the signature of any party on such document shall be considered as an original signature, (c) the document transmitted shall have the same effect as a counterpart thereof containing original signatures, and (d) at the request of Lessor, Lessee, who executed this Lease and transmitted its signature by facsimile, or other electronic transmission shall provide the counterpart of this Lease containing Lessee's original manual signature to Lessor. No party may raise as a defense to the enforcement of this Lease that a facsimile or other electronic transmission was used to transmit any signature of a party to this Lease.

Print Name:	TANO E. TIJERINA	Signature: X	Title:	WEBB COUNTY JUDGE	Date:	2/8/2016
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### PERSONAL GUARANTY

To induce us to enter into this Lease and any supplement, the undersigned jointly and severally unconditionally guarantees to us the prompt payment when due of all lessee's obligations to us under the Lease and any supplement. 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 modification 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. You hereby acknowledge and agree that your electronic signature below shall constitute an enforceable and original signature for all purposes. By providing a telephone number for a cellular phone or other wireless service, you are expressly consenting to receiving communication (for NON-Marketing or solicitation purposes) at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from lessor and its affiliates and agents. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls. The calls and messages may incur fees from your cellular provider.

Print Name of 1st Guarantor:	N/A	Signature: X	N/A	Date:	N/A
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3. Paragraph number seventeen (17) of the Terms and Conditions entitled "Return of Equipment" is deleted in its entirety and replaced with:

"If Webb County does not purchase the equipment at the end of the term, the equipment will be returned at the expense of Toshiba "Lessor" to a location designated by Lessor."

4. Paragraph number twenty-one (21) of the Terms and Conditions entitled "Governing Law" is deleted in its entirety and replaced by:

"BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL. This agreement 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 this agreement shall be in the Federal and/or State courts of Webb County, Texas."

5. 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.

**WEBB COUNTY:**

**TOSHIBA FINANCIAL SERVICES**

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Tano E. Tijerina,  
Webb County Judge  
ATTESTED:

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Representative

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Margie Ramirez Ibarra  
Webb County Clerk

**APPROVED AS TO FORM:**

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Marc 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 attorneys(s).

# 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) WEBB COUNTY ENGINEERING DEPARTMENT, 1620 SANTA URSULA, 2ND FLOOR  
 City LAREDO Country USA State TX Zip 78040

QUANTITY	MODEL NO.	EQUIPMENT DESCRIPTION (ATTACH SCHEDULE IF NECESSARY)
1	E-STUDIO 6560CT	TOSHIBA DIGITAL COLOR SYSTEM

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 TANO E. TIJERINA  
 Title WEBB COUNTY JUDGE Date 2/8/2016  
 For WEBB, COUNTY OF Name of Government Entity

### ACCEPTED BY LESSOR

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

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