

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:	BUSINESS OFFICE - ACCTS PAYABLE	Bill-To Phone:	(956) 523-4090
Billing Address:	1110 WASHINGTON STREET, SUITE 203	City, State-Zip:	LAREDO, TEXAS 78040
Equipment Location: (if different from above)	WEBB COUNTY SELF HELP CENTER 8116 HIWAY 359	City, State-Zip:	LAREDO, TEXAS 78040

TBS LOCATION

Contact Name:	CHRISTOPHER YANES	Subsidiary Location:	LAREDO, TEXAS
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EQUIPMENT WITH CONSOLIDATED MINIMUMS

ITEM DESCRIPTION	SERIAL NUMBER	STARTING METER
1. TOSHIBA E-STUDIO 3508A DIGITAL COPIER		
2.		
3. TEXAS DIR CONTRACT #DIR-TSO-3042		

LEASE TERM & PAYMENT SCHEDULE

Number of Payments:	32	of \$	127.16	* Security Deposit:	<input type="checkbox"/> Received	(plus applicable taxes)
Payment includes:	24,000 / YR	B&W Images Per Month - Excess Images at	\$0.00660	Per B&W Image	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 per section 16 3. Return Equipment	
Payment includes:		Color Images Per Month - Excess Images at		Per Color Image		
Payment includes:	NO CHARGE	Scan Images Per Month - Excess Images at	NO CHARGE	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 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:
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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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\$1.00 PURCHASE OPTION

TOSHIBA

FINANCIAL SERVICES

ADDENDUM To Contract No. _____ between Toshiba Financial Services, Owner
And Webb, County of, Customer
(Full Legal Name of Customer)

Provided the lease has not terminated early, Customer shall have the following options at the end of the original term.

BUY: Purchase the equipment for \$1.00.

OR

RETURN: Return the equipment per the lease agreement.

NOTE: SIGNATURE MUST BE SAME AS ON THE LEASE AGREEMENT.

OWNER ACCEPTANCE			
Toshiba Financial Services	SIGNATURE:	TITLE:	DATE:

CUSTOMER ACCEPTANCE			
Webb, County of	SIGNATURE: X	TITLE: WEBB COUNTY JUDGE	DATE:

**Addendum
To
Lease with Maintenance Agreement Between
Toshiba Business of Texas and Webb County
For Webb County**

An Agreement made on this the _____ day of _____, 2018.

BETWEEN:

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

AND

Service Provider:
Toshiba Business Solutions ("Lessor")
14607 San Pedro Avenue, Suite 120
San Antonio, Texas 78232

Now therefore, the parties agree to modify, delete and/or include the following Terms and Conditions in the above referenced "Lease with Maintenance 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 "Lease with Maintenance Agreement" (3 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 purpose.

**LEASE WITH MAINTENANCE AGREEMENT
TERM AND CONDITIONS PROVISIONS**

1. Paragraph number three (3) of the Terms and Conditions entitled "Image Charges" is deleted in its entirety.
2. Paragraph number eight (8) of the Terms and Conditions entitled "Taxes and Lease Charges" is deleted in its entirety and replaced with:

"Lessor and Lessee agree that Webb County is a corporate and political body under the laws of the State of Texas and Webb County claims exemption from sales and use taxes under Taxes Tax Code Ann. § 151.309, as Amended. Webb County shall provide to Lessor Exemption Certificates, upon request. Lessor and Lessee further agree that Lessee shall pay no personal property taxes or similar taxes and governmental charges associated with the ownership, possession or use of the equipment, subject to this agreement, which Lessor is required to pay, nor reimburse Lessor for any charge"

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

Tano E. Tijerina,
Webb County Judge
ATTESTED:

Representative

Margie Ramirez Ibarra
Webb County Clerk

APPROVED AS TO FORM:

Alexandra Colessides-Solis
Webb County Civil Legal Division Director

*By law, this 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)."