



\$1.00 PURCHASE OPTION ADDENDUM



FINANCIAL SERVICES

AGREEMENT NUMBER

Empty box for Agreement Number

Addendum to Agreement # _____, dated _____, between WEBB COUNTY, as Customer and **Toshiba Financial Services**, as Lessor.

The parties wish to amend the above-referenced Agreement as set forth below:

Provided no event of default under the Agreement has occurred and is continuing, Customer shall have the following option at the end of the original term:

BUY: Purchase the Equipment for \$1.00.

Leases with \$1.00 purchase options will not be renewed. The options provided for in this \$1.00 Purchase Option Addendum supersede all other options contained in the original Agreement.

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Lessor to make such changes. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer.

LESSOR ACCEPTANCE

Toshiba Financial Services	Signature:	Title:	Date:
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CUSTOMER ACCEPTANCE

Name: Tano E. Tijerina	Signature: X 	Title: Webb County Judge	Date:
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NOTE: SIGNER OF THIS DOCUMENT MUST BE SAME AS ON THE AGREEMENT. A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.



REMOVAL REPORT

RR-2.0.0

Sales Representative: Christopher Yanes

SALES PACKET NUMBER

DATE

11/04/2020

Customer Name: WEBB COUNTY

This document must be completed and signed by both the customer and a Toshiba Business Solutions (TBS) representative prior to any removal and disposition of equipment from the customer's premises.

EQUIPMENT DETAILS

Physical Location:			
Address:		Phone #:	Ext. Fax #:
Address 2:		Contact:	
City:	State:	Zip:	email:
Leasing Company: NDS LEASING	Lease #: 450-7767033-010	Make/Model: KYOCERA ECOSYS FS-4300DN	EOL Option: Declined
Removal Type: Competitive Lease	Disposition: Return to Lease Company	Serial #: LPY6903630	EOL Charge:
Buyout Type: Buyout to Return	Paid By: TBS to Customer	Replaced By: Lexmark M5270	

Physical Location:			
Address:		Phone #:	Ext. Fax #:
Address 2:		Contact:	
City:	State:	Zip:	email:
Leasing Company:	Lease #:	Make/Model:	EOL Option:
Removal Type:	Disposition:	Serial #:	EOL Charge:
Buyout Type:	Paid By:	Replaced By:	

Physical Location:			
Address:		Phone #:	Ext. Fax #:
Address 2:		Contact:	
City:	State:	Zip:	email:
Leasing Company:	Lease #:	Make/Model:	EOL Option:
Removal Type:	Disposition:	Serial #:	EOL Charge:
Buyout Type:	Paid By:	Replaced By:	

Physical Location:			
Address:		Phone #:	Ext. Fax #:
Address 2:		Contact:	
City:	State:	Zip:	email:
Leasing Company:	Lease #:	Make/Model:	EOL Option:
Removal Type:	Disposition:	Serial #:	EOL Charge:
Buyout Type:	Paid By:	Replaced By:	

Special Instructions:	
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SEE ATTACHED REMOVAL REPORT SCHEDULE FOR ADDITIONAL REMOVED DEVICES

Total End of Life Security Option Charges: \$0.00

DECLINATION

Customer certifies that they have read the Security Options and that they have decided to decline all assistance from TBS regarding enhanced security on their copier/printer. TBS is under no obligation and has no liability concerning data security on said device. It is the Customer's sole and exclusive responsibility to assure that all data from all disk drives or magnetic media are erased prior to disposition of equipment.

Print Name: Tano E. Tijerina Signature: X [Signature] Title: Webb County Judge Date: 11-09-2020

CUSTOMER ACCEPTANCE

You hereby acknowledge and agree that your electronic signature above shall constitute an enforceable and original signature for all purposes.

By signing this agreement, the customer acknowledges that he/she has read and understood the statement of work and terms and conditions of this agreement.

Print Name: Tano E. Tijerina Signature: X [Signature] Title: Webb County Judge Date: 11-09-2020

TBS ACCEPTANCE

Print Name: Signature: X Title: Date:

TERMS AND CONDITIONS

FOR ALL ITEMS WITH REMOVAL TYPE OF: CUSTOMER OWNED

The customer representative signed below attests that the above equipment is owned by the customer and is free and clear of any liens or encumbrances. Upon completion of the associated sale, the title and ownership of this equipment is transferred to TBS.

FOR ALL ITEMS WITH A BUYOUT TYPE: PAID BY TBS TO CUSTOMER-AMOUNT TO BE PAID TO CUSTOMER \$0.00

The customer representative acknowledges that said equipment is leased and that the amount paid to customer and disposition, as indicated, of said equipment and its condition will fulfill its contractual obligations under the lease. If for any reason the amount paid to customer does not satisfy the contractual obligations, the customer assumes any remaining liability with the Leasing Company. It is the responsibility of the customer to provide return instructions. If said equipment cannot be returned until the end of the lease term, the customer must notify the Leasing Company in writing in accordance to the terms of the agreement prior to the end of the lease term. Failure to follow this disposition process could result in additional charges. Toshiba Business Solutions does not assume and will not be financially responsible for any lease renewal payments or additional fees or penalties incurred on the lease referenced above for any reason.

EOL OPTION DEFINITIONS

Basic Security: Includes HDD data scrub to DOD standards (5220-22m), NVRAM and Fax Data Scrub, Reloading System Firmware.

Advanced Security: Includes removing and returning unclesaned HDD to customer, Installing new HDD, NVRAM and Fax Data Scrub, Reloading System Firmware.

Remove and Return: Includes removing and returning unclesaned HDD to customer. This option is only available on customer owned devices.

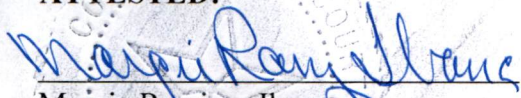
Optimal Security: Includes removal and destruction of HDD, Installing new HDD, NVRAM and Fax Data Scrub, Reloading System Firmware.

Declined: Customer has declined any assistance from TBS regarding their data and is solely responsible for data security.

No Hard Drive: The device has no hard drive.

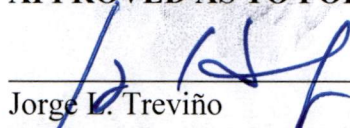
Has Secure HDD: Removed device has built in data overwrite and Customer does not require scrubbing or removal

ATTESTED:



Margie Ramirez-Ibarra
Webb County Clerk

APPROVED AS TO FORM:



Jorge L. Treviño
Assistant General Counsel
Civil Legal Division

The General Counsel, Civil Legal Division'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).

Passed and approved by the Webb County Commissioners Court
On November 9, 2020; Item No.16.b.