

## Smart Print Agreement

### CUSTOMER INFORMATION

FULL LEGAL NAME Wheaton Park District			STREET ADDRESS 102 E. Wesley St		
CITY Wheaton	STATE IL	ZIP 60187	PHONE (630)665-4710	FAX	
BILLING NAME (IF DIFFERENT FROM ABOVE)			BILLING STREET ADDRESS		
CITY	STATE	ZIP	E-MAIL mbenard@wheatonparks.org		

### MAKE/MODEL NO./ACCESSORIES

See Smart Print Schedule A for list of covered customer owned equipment

See Replacement Device Listing for replacement devices provided by Servicing Dealer

TERM		PAYMENT AMOUNT		SECURITY DEPOSIT
Term in Months				
36 (mos.)		36	Payments of \$ 869.50 (Plus Applicable Taxes)	\$ - (Plus Applicable Taxes)
		Payment Period is Monthly Unless Otherwise Indicated.		
Payment includes	36,000	quarterly Mono prints	Excess Usage billed quarterly at \$ 0.02200	per Mono print
Payment includes		monthly B&W prints on Color devices	Excess Usage billed monthly at \$ -	per B&W prints on Color devices
Payment includes	10,500	quarterly Color prints	Excess Usage billed quarterly at \$ 0.17300	per Color print

**END OF TERM OPTIONS:** You will have the following options at the end of the original term, provided the SmartPrint Agreement has not terminated early and no event of default under the SmartPrint Agreement has occurred and is continuing. 1. Purchase all Replacement Equipment for \$1.

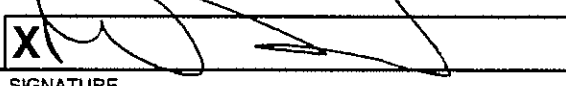
**THIS IS A NONCANCELABLE/IRREVOCABLE AGREEMENT, THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.**

### SERVICING DEALER ACCEPTANCE

DATED	SERVICING DEALER	SIGNATURE 	TITLE
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### CUSTOMER ACCEPTANCE

By providing a telephone number for a cellular phone or other wireless device, you are expressly consenting to receiving communications (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 Servicing Dealer 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. These calls and messages may incur access fees from your cellular provider.

12/18/2013	Wheaton Park District	SIGNATURE 	TITLE Director
DATED	CUSTOMER	SIGNATURE Michael Benard	TITLE
FEDERAL TAX I.D. #	PRINT NAME		

## TERMS & CONDITIONS

**1. AGREEMENT:** Throughout this SmartPrint Agreement the words "We," "Our," and "Us" refer to the Servicing Dealer, Martin Whalen Office Solutions. The words "You" and "Your" refer to the Customer indicated above. You agree to the SmartPrint Agreement Rental of Replacement Devices "Equipment" described on the Replacement Device Listing and future Replacement Devices and agree to the terms and conditions of the SmartPrint Agreement "Agreement". You agree to pay us the Agreement payments shown above in accordance with the payment schedule outlined. The Agreement will begin when the Equipment is delivered and installed. We may require you to provide us a signed delivery and acceptance certificate. After acceptance of the Equipment, you shall have no right to cancel this Agreement during the term hereof. You acknowledge and agree that this is a non-cancellable Agreement and that you have an unconditional obligation to pay all amounts when due. We can withhold service and supplies for any non-payment and you shall have no recourse. The terms of this Agreement shall end, unless sooner terminated by us, when all amounts required to be paid by you under the Agreement have been paid as provided and the end of term value has been paid by you. You shall have no right to return or purchase the Equipment prior to the end of the original scheduled term of the Agreement. You agree to purchase all Equipment for the Purchase Option referenced above. We reserve the right to adjust the portion of the payment related to prints and excess usage prints for inflation, market conditions, changes in volume, changes in wages, etc. without notice.

**2. FAXED, SCANNED AND COPIED DOCUMENTS:** You agree that a facsimile copy or a scanned image of the Agreement with signatures may be treated as an original and will be admissible as evidence of the Agreement.

**3. NO WARRANTY:** We are providing the Equipment to you "as is". You acknowledge that we do not manufacture the Equipment and that you have selected the Equipment and the supplier based on your own judgment. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THIS AGREEMENT. WE SHALL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES. You agree to continue making payments to us under this Agreement, regardless of any claim you may have against the manufacturer or supplier. We transfer to you for the term of this Agreement any warranties made by the manufacturer or supplier.

**4. EQUIPMENT LOCATION USE AND REPAIR:** You will keep and use the Equipment only at the location shown on the Schedule A. You agree that the Equipment cannot be moved without advanced written notice. You are responsible to protect the Equipment from damage or any kind of loss and will continue to make payments if any damage or loss occurs, even if the Equipment is completely destroyed. We are not responsible for any losses or damages caused by the installation or use of the Equipment, or from any kind of loss while you have the Equipment and you agree to hold us harmless and defend us against any claim for such loss.

**5. DEFAULT:** Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) if you default in the payment when due of any indebtedness of you to us, whether or not arising under this Agreement, without notice or demand by us; (b) if you cease doing business as a going concern; (c) if you become insolvent or make an assignment for the benefit of creditors; (d) if a petition or proceeding is filed by or against you under any bankruptcy or insolvency law; (e) if a receiver, trustee, conservator, or liquidator is appointed for you, or any of your property; (f) if any statement, representation or warranty made by you to us is incorrect in any material respect; (g) if you default under any loan or credit agreement; or (h) if you, as a natural person, die. If you do not pay your monthly payment or any other payment payable to us within fifteen (15) days of its due date, or you break any of the terms or conditions of this Agreement, you will be in default of this Agreement and any other agreement you may have with us or any of our other affiliates. If you default, we may require you to do any combination of the following: (1) immediately pay the present value of the remaining unpaid balance of the Agreement plus the residual value of the Equipment, (2) immediately pay the present value of the remaining unpaid balance of the Agreement with us retaining title to the Equipment; (3) return all of the Equipment or allow us to peaceably repossess it; (4) terminate any and all agreements with the Customer; (5) with or without notice, demand or legal process, to retake possession of any or all of the Equipment (and Customer authorizes and empowers us to enter upon the premises wherever the Equipment may be found), and (i) retain such Equipment and all Payments and other sums paid under this Agreement, or (ii) recover from the Customer the amount by which Remaining Agreement Balance, or (iii) sell the Equipment and recover from the Customer the amount by which the Remaining Agreement Balance exceeds the net amount received by us from such sale, or (6) to pursue any other remedy permitted at law or in equity. We may (i) dispose of the Equipment in its present condition of following such preparation and processing as we deem commercially reasonable; (ii) shall have no duty to prepare or process the Equipment prior to sale; (iii) may disclaim warranties of title, quiet enjoyment and the like, and (iv) may comply with any applicable state or federal law requirements in connection with a disposition of the Equipment. In the event the Equipment is not available for sale, the Customer shall be liable for the Remaining Agreement Balance and any other amounts due under this Agreement. We can use any and all remedies available to us under the Uniform Commercial Code or any other law. If we have to take possession of the Equipment, you agree to pay the cost of the repossession and you agree to pay us reasonable attorney's fees and costs associated with any legal action we may take in the event of your default. Additionally, if you default, we may retain any security deposits to insure your performance under this Agreement. At the termination of this Agreement, if you are not in default, any security deposits will be refunded to you without interest, or applied to any final Agreement balance.

**6. ASSIGNMENT:** You have no right to sell, transfer, or assign the Equipment or this Agreement. We may sell, assign or transfer this Agreement or our rights in the Equipment without notice to you. You agree that if we sell, assign or transfer this Agreement, the new owner will have the same rights or benefits we have now. You agree that the rights of the new owner will not be subject to any claim, defense or setoff that you may have against us.

**7. CHOICE OF LAW:** You agree that, because we countersigned and accepted the terms of this Agreement in Bradley, Illinois, this Agreement may be governed by, enforced in and interpreted according to the laws of Illinois. You consent to jurisdiction in the state or federal courts of Illinois. You and we expressly waive any right to a trial by jury.

**8. ABSOLUTE OBLIGATION:** Your obligation to pay the Agreement payments and other sums and all other obligations hereunder shall be absolute and unconditional and are not subject to any abatement, set-off, defense or counterclaim for any reason whatsoever. You agree that the terms and conditions contained in this Agreement make up the entire Agreement between you and us. Any change in any of the terms and conditions of the Agreement must be in writing and signed by us. You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any right at a later time. All of our rights and indemnities will survive the termination of this Agreement.

**9. EXPENSES OF ENFORCEMENT:** You shall reimburse us for all of our out-of-pocket costs and expenses incurred in exercising any of our rights or remedies under this Agreement or in enforcing any of the terms or provisions of this Agreement, including, without limitation, reasonable attorney's fees and expenses and fees and expenses of collection agencies, whether or not suit is brought.

**10. PURCHASE OPTION: END OF TERM PURCHASE OPTION.** At the end of the initial term or any renewal term, you may give us at least ninety (90) days but no more than one hundred and twenty (120) days prior irrevocable written notice (unless the Purchase Option is \$1.00) that you will purchase all the Equipment at the purchase option price indicated on the face of this Agreement plus any applicable taxes, expenses, charges, and fees.

**11. NOTICES:** All notices required or permitted under this Agreement shall be sufficient if delivered personally, sent via facsimile, or mailed to such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice from us to you shall be effective three days after it has been deposited in the mail, duly addressed. All such notices to us from you shall be effective after it has been received via U.S. Mail, e-mail, express delivery or facsimile machine.

**12. LOSS: DAMAGE:** You assume and shall bear the entire risk of loss, theft of, or damage to the Equipment from any cause whatsoever, effective upon delivery to you. No such loss, theft, or damage shall not relieve you of any obligation under this Agreement. In the event of damage to any item of Equipment, you shall immediately repair such damage at your expense. If any item of Equipment is lost, stolen, or damaged beyond repair, you, at the option of us, will (a) replace the same with like equipment in a condition acceptable to us and convey clear title to such equipment to us (such equipment will become "Equipment" subject to the terms of this Agreement), or (b) pay us the Remaining Agreement Balance. Upon our receipt of the Remaining Agreement Balance, Customer shall be entitled to whatever interest we may have in the Equipment in its then condition, without warranties of any kind.

**13. MAINTENANCE:** The charges established in this Agreement include payments for service and supplies. Service will be performed during normal working hours (8:00 a.m. - 5:00 p.m. Monday - Friday except holidays). You agree to use reasonable care in handling and operation of the Equipment. We shall have the right to inspect, repair and/or remove Equipment at any time during your business hours.

**14. METER READINGS:** We shall have the right to read the meter at any time during your business hours. You will provide us with true and accurate meter readings. It is your responsibility to report meter readings to us in the time frame specified in the Agreement. We may, at our discretion, utilize an automated meter reading collection tool to facilitate meter reading collection. Meter readings not received by the date listed will be estimated, and you agree to pay invoices for estimated usage.

**15. SUPPLIES:** Toner shipments are based on anticipated usage and assume a 6% black toner fill per page. Color toner shipments are based on anticipated usage and assume a 20% color toner total fill per page. We reserve the right to invoice for additional toner and/or to adjust the Agreement amount. We reserve right to invoice separately for shipping and handling. We may inventory, at your location, toner cartridges and other consumable supplies for use in the equipment covered under this Agreement. Inventory toner cartridges and other consumable supplies included in this Agreement are our property. We reserve the right, and you agree to allow us access to your facility(s), to audit and adjust inventory levels during the term of this Agreement or to remove any unused supplies at the conclusion of this agreement. You agree that failure to return any unused toner cartridges or other consumable supplies may result in additional charges.

**16. ADDITIONAL SERVICES:** The following services are not included or covered under this Agreement, and are available at our current rates: a) Preparation for actual relocation of equipment, actual relocation or installation of relocated equipment, b) Installation or removal of accessories or attachments, c) Installation of any consumable item including, but not limited to paper, toner, staples or any other consumable item referred to in the equipment operator's manual, d) Repairs made necessary by (1) service or alterations performed by another organization, (2) Electrical conditions external to the equipment that are inadequate or out of manufacturer's specifications, (3) Customer's failure to provide and maintain an operating environment that is clean and/or within temperature and humidity specifications, (4) failure of customer to operate the Equipment in accordance with the instructions contained in the operator's manual, accidents, neglect, misuse, failure of air conditioning, electrical power, power surges, strikes or flood, (5) operator inefficiency or misuse as determined solely by us, including, but not limited to, improper changing or loading of paper, toner, or other supplies or peripheral attachments.

**17. PROFESSIONAL/NETWORKING SERVICES:** This Agreement does not include support or service related to any external and/or connected accessories or peripheral product, whether listed on this Agreement or not. Service or support for software, calibration, and interface maintenance service for such accessories and devices may be available as a rider to this Agreement (for an additional fee) or an hourly fee basis. You understand that equipment manufacturers may issue modifications or upgrades to the equipment, software or print drivers. You agree that installation service for such modifications or upgrades is not covered under this Agreement. Such installation service may be available on an hourly fee basis. Changes to the operating environment are specifically beyond the scope of this agreement. Changes (including but not limited to, changing operating systems, network software, workstation software, hardware, etc.) may result in loss of functionality due to incompatibility, or such changes may necessitate adjustment of configuration settings to restore functionality. Services to attempt to restore functionality may be available as a rider to this Agreement, or on an hourly fee basis.

**18. MISCELLANEOUS:** You shall provide a suitable place of installation as specified by us in accordance with U/L and/or manufacturer's specifications, for electrical service, and machine clearances (for adequate operating and serviceability). Floor surface must be stable and level. We shall not be responsible for direct, incidental, or consequential damages arising out of the use of the Equipment. We will not be liable for delays or inability to service caused directly or indirectly by strikes, accidents, climate conditions, parts availability, unsafe travel conditions, or other reasons beyond our control.



A Xerox Company

Schedule "A"

APPLICATION NO.

CONTRACT NO.

This Schedule "A" is to be attached to and becomes part of the Agreement dated  
Martin Whalen Office Solutions.

31-Dec-13

by and between the undersigned and


MAKE/MODEL NO./ACCESSORIES	SERIAL NO.	STARTING METER
HP LJ1320, ID #70547	CNHC59Y0D3	79955
HP LJ1320, ID #70549	CNRC6BB5XN	18469
HP LJ1320, ID #70550	CNHC64W00Z	75884
HP LJ1320, ID #70557	CNHC63Y03T	76031
HP LJ4250, ID #70559	CNGXG13696	237409
HP LJP2015, ID #70561	JPBFG03728	28804
HP LJP2015, ID #70562	JPBFG05428	71206
HP LJP2015, ID #70563	CNBJS80137	9184
HP LJ3600, ID #70564	CNTBD24868	B:1499 C:46393
HP LJ1320, ID #70548	CNHC62Q1XD	86909
HP LJ3600, ID #70566	CNTBD25907	B:22833 C:164033
HP LJ2025dn, ID #70567	CNBSC11274	B:33963 C:16599
HP LJCP3525, ID #70795	CNCCC7C1VB	B:1767 C:7933
HP LJP2055dn, ID #72100	CNB9054916	34025
HP LJP2035n, ID #77847	CNB9X25604	27202

together with all replacements, parts, repairs, additions, and accessories incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

CUSTOMER ACCEPTANCE

This Schedule "A" is hereby verified as correct by the undersigned Customer, who acknowledges receipt of a copy.

Wheaton Park District

 Director

12/31/2013

CUSTOMER

SIGNATURE

TITLE

DATED

(Schedule A)

Rev. 04/03/2013