



EQUIPMENT FINANCE

Lease Agreement

APPLICATION NO.

CONTRACT NO.

Send Account Inquiries to: 1310 Madrid Street, Suite 101 • Marshall, MN 56258 • Phone: (800) 328-5371 • Fax: (800) 328-9092
Send Payments to: P.O. Box 790448 • St. Louis, MO 63179-0448

The words **Lessee, you** and **your** refer to **Customer**. The words **Lessor, we, us** and **our** refer to **U.S. Bank Equipment Finance, a division of U.S. Bank National Association ("U.S. Bank Equipment Finance")**.

CUSTOMER INFORMATION

FULL LEGAL NAME			STREET ADDRESS	
Wheaton Park District			102 E. Wesley St.	
CITY	STATE	ZIP	PHONE	FAX
Wheaton	IL	60187	630.665.4710	
BILLING NAME (IF DIFFERENT FROM ABOVE)			BILLING STREET ADDRESS	
CITY	STATE	ZIP	E-MAIL	
			mbenard@wheatonparks.org	
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)				

SUPPLIER INFORMATION

NAME OF SUPPLIER			STREET ADDRESS	
Martin Whalen Office Solutions			148 N. Kinzie Ave.	
CITY	STATE	ZIP	PHONE	FAX
Bradley	IL	60915	815-933-3358	815-933-1117

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES	SERIAL NO.
see US Bank Schedule A for copier list.	

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

☒ See the attached Schedule A

TERM AND PAYMENT SCHEDULE

60 Payments* of \$ 2,903.00

*plus applicable taxes

The lease contract payment ("Payment") period is monthly unless otherwise indicated.

END OF LEASE OPTIONS

You may choose one of the following options within the area you check and initial at the end of the original term, provided that no event of default under the Agreement has occurred and is continuing. If no box is checked and initialed, then Fair Market Value will be your end of lease option. Leases with \$1.00 or \$101.00 purchase options will not be renewed. To the extent that any purchase option indicates that the purchase price will be the "Fair Market Value" (or "FMV"), such term means the value of the Equipment in continued use.

- ☐ 1) Purchase all but not less than all the Equipment for the Fair Market Value per paragraph 1, 2) Renew the Agreement per paragraph 1, or 3) Return the Equipment per paragraph 3. _____ Initials
☐ 1) Purchase the Equipment for \$1.00, or 2) Return the Equipment per paragraph 3. _____ Initials

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

LESSOR ACCEPTANCE

U.S. Bank Equipment Finance

LESSOR	SIGNATURE	TITLE	DATED
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CUSTOMER ACCEPTANCE

By signing below, you certify that you have reviewed and do agree to all terms and conditions of this Agreement on this page and on page 2 attached hereto. Notwithstanding anything to the contrary on page 2, the Agreement shall commence on the day that the Equipment is delivered to you and the Agreement shall be irrevocable and non cancelable in all respects thereafter.

Wheaton Park District		executive director	11/20/15
CUSTOMER (as referenced above)	SIGNATURE	TITLE	DATED

Mike Benard

FEDERAL TAX I.D. #

PRINT NAME



APPLICATION NO.

CONTRACT NO.

MAKE/MODEL NO./ACCESSORIES

SERIAL NO.

STARTING METER

Xerox 7225

CUSTOMER ACCEPTANCE

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

CUSTOMER

SIGNATURE

executive director

TITLE

DATED

- 1. AGREEMENT:** For business purposes only, you agree to lease from us the goods (the "Equipment") and/or to finance certain licensed software and services ("Financed Items", which are included in the word "Equipment" unless separately stated), all as described on page 1 of this Agreement, as it may be supplemented from time to time. You agree to all of the terms and conditions contained in this Agreement and any supplement, which (with the acceptance certification) is the entire agreement regarding the Equipment ("Agreement") and which supersedes any purchase order or invoice. You authorize us to correct or insert missing Equipment identification information and to make corrections to your proper legal name and address. This Agreement becomes valid upon execution by us and will start on the date we pay the supplier. Interim rent/due date adjustments will be in an amount equal to 1/30th of the Payment, multiplied by the number of days between the Agreement start date and the first Payment due date. This Agreement will renew for 12-month term(s) unless you purchase or return the Equipment (according to the conditions herein) or send us written notice between 90 and 150 days (before the end of any term) that you do not want it renewed. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others.
- 2. RENT, TAXES AND FEES:** You will pay the monthly Payment (as adjusted) when due, plus any applicable sales, use and property taxes. The base Payment will be adjusted proportionately upward or downward: (1) by up to 10% to accommodate changes in the actual Equipment cost; (2) if the shipping charges or taxes differ from the estimate given to you; and (3) to comply with the tax laws of the state in which the Equipment is located. If we pay any taxes, insurance or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. We may charge you a fee of \$35.00 for any filing required by the Uniform Commercial Code (UCC). By the date the first Payment is due, you agree to pay us an origination fee of \$75.00, as shown on our invoice or addendum, to cover us for all closing costs. We will have the right to apply all sums, received from you, to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for nonpayment, you will pay us a bad check charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.
- 3. MAINTENANCE AND LOCATION OF EQUIPMENT; SECURITY INTEREST:** At your expense, you agree to keep the Equipment: (1) in good repair, condition and working order, in compliance with applicable manufacturers' and regulatory standards; (2) free and clear of all liens and claims; and (3) only at your address shown on page 1, and you agree not to move it unless we agree. As long as you have given us the written notice as required in paragraph 1 prior to the expiration or termination of this Agreement's term, if you do not purchase the Equipment, you will return all but not less than all of the Equipment and all related manuals and use and maintenance records to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. You are solely responsible for removing any data that may reside in the Equipment you return, including but not limited to hard drives, disk drives or any other form of memory. You grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, and you authorize us to file a financing statement (UCC-1). You will not change your state of organization, headquarters or residence without providing prior written notice to us so that we may amend or file a new UCC-1. You will notify us within 30 days if your state of organization revokes or terminates your existence.
- 4. COLLATERAL PROTECTION; INSURANCE; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against risk and loss, with us as lender's loss payee, in an amount not less than the original cost until this Agreement is terminated. You also agree to obtain a general public liability insurance policy with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. Your insurance policy(s) will provide for 10 days advance written notice to us of any modification or cancellation. You agree to provide us certificates or other evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement, you agree to pay a monthly property damage surcharge ("PDS") of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, under the PDS program that is further described on a letter from us to you. We may make a profit on this program. Under this program, AS LONG AS YOU ARE NOT IN DEFAULT AT THE TIME OF A LOSS (excluding losses from intentional acts), the remaining balance owed on the subject Equipment will be forgiven. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, use, condition, inspection, removal, return or storage of the Equipment. You are responsible for the risk of loss or for any destruction of or damage to the Equipment. You agree to promptly notify us in writing of any loss or damage. If the Equipment is destroyed and you do not have the PDS program you will pay to us the unpaid balance of this Agreement, including any future rent to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 3%). Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment. All indemnities will survive the expiration or termination of this Agreement.
- 5. ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent.** Without our prior written consent, you shall not reorganize or merge with any other entity or transfer all or a substantial part of your ownership interests or assets. We may sell, assign, or transfer this Agreement without notice. You agree that if we sell, assign or transfer this Agreement, the new Lessor will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the new Lessor will not be subject to any claims, defenses, or offsets that you may have against us. You shall cooperate with us in executing any documentation reasonably required by us or our assignee to effectuate any such assignment. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. DEFAULT AND REMEDIES:** You will be in default if: (a) you do not pay any Payment or other sum due to us when due or if you break any of your promises in this Agreement or any other agreement with us or any of our affiliates, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or if less, the maximum charge allowed by law. If you are ever in default, at our option, we can terminate this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 3%). We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any or all of the remedies available to us under Articles 2A and 9 of the UCC and any other law, including requiring that you: (1) return the Equipment to us to a location we specify; and (2) immediately stop using any Financed Items. In addition, we will have the right, immediately and without notice or other action, to set-off against any of your liabilities to us any money, including depository account balances, owed by us to you, whether or not due. In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay our reasonable attorney's fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. If we have to take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement. **YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE.** Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that your rights and remedies are governed exclusively by this Agreement. You waive all rights under Article 2A (508-522) of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will not be subject to any penalties.
- 7. INSPECTIONS AND REPORTS:** We will have the right, at any reasonable time, to inspect the Equipment and any documents relating to its use, maintenance and repair. Within 30 days after our request, you will deliver all requested information which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. Financial information will generally not be required unless your exposure with us exceeds \$1,000,000. Unless otherwise accepted by us, each financial statement submitted to us shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains.
- 8. FAXED OR SCANNED DOCUMENTS, MISC.:** Any faxed or scanned copy may be considered the original, and you waive the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing any telephone number, now or in the future, for a cell phone or other wireless device, you are expressly consenting to receiving communications, regardless of their purpose, at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic dialing system from us and our affiliates and agents. These calls and messages may incur access fees from your provider.
- 9. WARRANTY DISCLAIMERS:** YOU AGREE THAT YOU HAVE SELECTED THE SUPPLIER AND EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND YOU DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. THE SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF THE SUPPLIER, AND NOTHING THE SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATION UNDER THIS AGREEMENT. YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, OR ANY OTHER ISSUE IN REGARDS TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS.
- 10. LAW, JURY WAIVER:** Agreements, promises and commitments made by Lessor, concerning loans and other credit extensions must be in writing, express consideration and be signed by Lessor to be enforceable. This Agreement may be modified only by written agreement and not by course of performance. This Agreement will be governed by and construed in accordance with Minnesota law. You consent to jurisdiction and venue of any state or federal court in Minnesota and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **YOU AND WE WAIVE ALL RIGHTS TO A TRIAL BY JURY.**



A Xerox Company

ORDER AGREEMENT

BILL TO:		SHIP TO:	
Company Name		Company Name	
Wheaton Park District		Wheaton Park District	
Address		Address	
102 E. Wesley St.		102 E. Wesley St.	
City, State, Zip	Phone #	City, State, Zip	
Wheaton IL 60187	630.665.4710	Wheaton IL 60187	
Buyer's Name	Phone #	Phone #	
Mike Benard	630.665.4710	630.665.4710	
PO Number		Department/Location	

DELIVERY CONTACT INFORMATION:



Name	Phone #	Email
Mike Benard	630.665.4710	mbenard@wheatonparks.org

[illegible]**Notes:**

See Order specifics page for full item list.

SUBTOTAL	
TAX	
DELIVERY & INSTALLATION	\$0.00
ANALYST SERVICES	\$0.00
TOTAL	\$0.00

ACCEPTANCE

Customer Signature, Title X 	MWOS Representative John Benjamin
Date X 	Date

All orders are subject to approval of MWOS, Inc. This is a faxable document.

Sales tax will be payable on any order that is subject to sales tax under Illinois state law. This is a non-cancelable agreement.

Customer acknowledges receipt of the terms of this agreement which consists of 2 pages, including this face page.

Bradley

148 N. Kinzie Ave.
Bradley, IL 60915
Ph: 815-933-3358
Fax: 815-933-1117

Channahon

23157 Thomas Dillon Dr.
Channahon, IL 60410
Ph: 815-741-4200
Fax: 815-741-5151

Tinley Park

18630 S. 81st Ave.
Tinley Park, IL 60487
Ph: 708-614-1234
Fax: 708-614-2300



A Xerox Company

Customer Initials

Order Specifics

[illegible]



A Xerox Company

MANAGED PRINT SERVICES AGREEMENT

MWOS – A Xerox Company
148 N. Kinzie Ave.
Bradley, IL 60915
Phone: 815-933-3358

BILL TO:

Customer: Wheaton Park District
Address: 102 E. Wesley St.
City/St/Zip: Wheaton, IL 60187
Phone: 630.665.4710

EQUIPMENT LOCATION:

Customer: Wheaton Park District
Address: 102 E. Wesley St.
City/St/Zip: Wheaton, IL 60187
Phone: 630.665.4710

Term: 12 Months from the date of installation or the start date of _____

Covered Devices:

Model	Serial Number	ID#	BW Start Meter	CLR Start Meter
See US Bank Schedule A for list				
See Martin Whalen Office Solutions				
for HP list				

Monthly Payment \$2,436.50

Includes:

<u>100,000</u>	MFD B/W clicks per	<u>Month</u>	Overage Billed	<u>Semi-Annually</u>	at	<u>\$0.0055</u>
<u>29,500</u>	MFD Color clicks per	<u>Month</u>	Overage Billed	<u>Semi-Annually</u>	at	<u>\$0.0550</u>
<u>12,000</u>	Printer B/W clicks per	<u>Month</u>	Overage Billed	<u>Semi-Annually</u>	at	<u>\$0.0220</u>
<u>0</u>	Printer Color clicks per		Overage Billed			
	B/W Flat Fee Units					
	Color Flat Fee Units					

Notes:

MW360 Diagnostic Application

MWOS is committed to provide exceptional customer support during the term of this MPS agreement. Obtaining accurate real time equipment information such as supply levels and meter readings is vital in providing this level of support. Installation of the MW360 Diagnostic Application will allow automatic meter acquisition, resulting in improved billing integrity and proactive toner management, including automatic delivery.

MW360 Diagnostic Application installed?

If yes, is Customer interested in Supply Auto Fulfill?

☒ Yes or No (circle one)

☒ Yes or No (circle one)

If MW360 Diagnostic Application is declined, MWOS reserves the right to increase the base charge to offset the additional expense associated with obtaining manual reads.

Addition of Equipment

Customer is required to notify MWOS upon installation of any additional printers at Customer's site. Upon installation, such equipment shall automatically be covered by this Agreement and shall be considered part of the Equipment for all purposes under this Agreement.

Customer acknowledges receipt of the terms of this agreement which consists of 2 pages, including this face page.

Signature: _____

Printed Name: M. Daniel J. Beard

Date: 11/20/15

MWOS Acceptance: _____

Date: _____



A Xerox Company

Schedule "A"

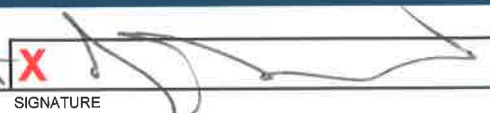
APPLICATION NO.

CONTRACT NO.

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

MAKE	MODEL	LOCATION	EQ#	SERIAL NO.	B/W START	CLR START
HP	LJP2055dn	Community Center	72100	CNB9054916		
HP	LJP2035N	Community Center Pool	77847	CNB9X25604		
HP	LJP2015	AGC Greens supt	70563	CNBJS80137		
HP	LJP2015	AGC Chef	70561	JPBFG03728		
HP	LJ1320	Golf	70548	CNHC62Q1XD		
HP	LJ1320	AGC Maintenance	70549	CNRC6BB5XN		
HP	LJ1320	Prairie	70550	CNHC64W00Z		
HP	LJ4250	Prairie	70559	CNGXG13696		
HP	LJP2015	Prairie	70562	JPBFG05428		
HP	LJ1320	Community Center	70547	CNHC59Y0D3		
HP	LJ1320	Community Center PPF	70557	CNHC63Y03T		
HP	LJ1320	Northside pool	79033	CNFC54901H		

CUSTOMER ACCEPTANCE

Whetstone Park District  Executive 11/20/15
CUSTOMER SIGNATURE TITLE DATED

(Schedule A)

Rev. 04/03/2013