

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  | | | | | AGREEMENT NUMBER | |
| CUSTOMER | (FULL LEGAL NAME) | DBA |  | | | PHONE  (“Customer”) |
| BILLING ADD | RESS | CITY | COUNTY | | | STATE ZIP |
| EQUIPMENT | ADDRESS | CITY | COUNTY | | | STATE ZIP |
| Quantity | Serial Number | **EQUIPMENT INFORMATION**  Make/Model/Description | | **NUMBER AND AMOUNT OF PAYMENTS**  Number of Payments Total Payment \* | | |
|  | | | |  | |  |
|  | | | |  | |  |
|  | | | |  | |  |
|  | | | |  | |  |
|  | | | | \* Plus Applicable Taxes | | |
| **TERM**  (in months) | | **PAYMENT FREQUENCY**  Monthly Quarterly Other: | | **TYPE OF LEASE**  Fair Market Value  Straight Lease  Capital Lease | | |
|  | |  | |  | | |

NASPO LEASE AGREEMENT

**THIS AGREEMENT IS NON-CANCELABLE BY CUSTOMER EXCEPT AS DESCRIBED IN THE FISCAL FUNDING PROVISION HEREIN. CUSTOMER REPRESENTS THAT ALL ACTION REQUIRED TO AUTHORIZE THE EXECUTION OF THIS AGREEMENT ON BEHALF OF CUSTOMER BY THE FOLLOWING SIGNATORIES HAS BEEN TAKEN. THE UNDERSIGNED HAS READ, UNDERSTANDS AND HEREBY AGREES TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **COMMENTS** | |  | **AUTHORIZED CUSTOMER SIGNATURE** | | |
|  | | By: X | Title: |  |
|  | |  | Printed Name: | Email Address: |  |
|  | | By: X | Title: |  |
|  | |  | Printed Name: | Email Address: |  |
| **ACCEPTANCE CERTIFICATE** | | | | | |
| Customer certifies that (a) the Equipment referred to in this Agreement has been received, (b) installation has been complete d, (c) the Equipment has been examined by Customer and is in good operating order and condition and is, in all respects, satisfactory to Customer, and (d) the Equipment is irrevocably accepted by Customer for all purposes under this Agreement. Accordingly, Customer hereby authorizes billing under this Agreement. | | | | | |
| Signature: | Printed Name: | | Title (if any): |  | Date: |

# TERMS AND CONDITIONS

1. **AGREEMENT:** CFS leases to Customer, and Customer leases from CFS, with its place of business at 158 Gaither Drive, Suite 200, Mount Laurel, New Jersey 08054, all the equipment described above, together with all replacement parts and substitutions for and additions to such equipment (“Equipment”), upon the terms and conditions set forth in this NASPO Lease Agreement (“Agreement”).
2. **TERM OF AGREEMENT:** This Agreement shall be effective on the date the Equipment is delivered to Customer (“Commencement Date”), provided Customer executes CFS’ form of acceptance (“Acceptance Certificate”) or otherwise accepts the Equipment as specified herein. The term of this Agreement begins on the Commencement Date or any later date that CFS designates (“Agreement Date”), and shall consist of the payment periods specified above and any renewal periods. After acceptance of the Equipment, Customer shall have no right to revoke such acceptance or cancel this Agreement during the term hereof, except as set forth herein. The term of this Agreement shall end, unless sooner terminated by CFS after an event of default or under the Fiscal Funding provision, when all amounts required to be paid by Customer under this Agreement have been paid as provided. Except as provided herein, Customer has no right to return the Equipment to CFS.
3. **RENEWAL OF LEASE; RETURNS OR PURCHASES OF EQUIPMENT; BUYOUTS:** Leases shall not be subject to automatic renewals, except as hereafter provided. With the exception of a Capital Lease arrangement, or unless exercising the purchase option on an FMV Lease, Customer shall return the Equipment at the end of the initial lease term, or at the end of the Renewal Lease Term, or CFS may pick the Equipment up, without any further financial obligations to Customer. FMV Leases Upon expiration of the initial lease term, Customer may do one of the following: (1) Exercise its purchase option, or; (2) Renew the lease on a month to month basis, or a 12-month basis, at the discretion of Customer, or; (3) Return the Equipment to CFS, or have CFS pick the Equipment up. Capital Leases Upon the expiration of the initial lease term, CFS shall provide title to the Equipment to the Customer, or as otherwise determined in a NASPO ValuePoint Participating Addendum (“Participating Addendum”), and Customer shall not be subject to any additional expense in order to assume possession of the Equipment. Straight Leases Upon the expiration of the initial lease term, Customer may do one of the following: (1) Renew the lease on a month to month basis, or a 12-month basis, at the discretion of Customer, or; (2) Return the Equipment to CFS, or have CFS pick the Equipment up. If Customer desires to exercise a purchase, renewal, or return of the Equipment, it shall give CFS at least thirty (30) days written notice prior to the expiration of such lease term. Notwithstanding anything to the contrary, if Customer fails to notify CFS of its intent with respect to the exercise of a purchase, renewal, or return of the Equipment, the initial lease term shall be terminated on the date as stated in the Order and removal of the Equipment will be mutually arranged, unless otherwise specified in a Participating Addendum. Notwithstanding the foregoing, if Customer fails to notify CFS at least thirty (30) days prior to lease termination of a digital press Production Device and/or Industrial Print Equipment, then the lease will automatically renew on a month-to-month basis until Customer notifies CFS of its intent. In such a case, the automatic renewal term shall not exceed a maximum of 12 monthly payments. At which point in time, CFS will make arrangements to pick up the Equipment from Customer. If Customer does not exercise the purchase or renewal option, it will immediately make the Equipment available to Contractor in as good of condition as when Customer received it, except for ordinary wear and tear. Equipment Payments for renewal terms shall never exceed Master Agreement pricing. If Customer enters into a renewal term, then the Equipment Payment will be subject to the lease rates listed in the most recent Price List(s) posted on the NASPO ValuePoint website. Customers under FMV or Capital Leases shall have a Buyout to Keep Option. Customers under FMV, Capital or Straight Leases shall have a Buyout to Return Option. The Buyout to Return Option price shall be the Remaining Lease Balance (as hereinafter defined). The Buyout to Keep Option shall be the Remaining Lease Balance, less the Fair Market Value (as hereinafter defined). Customer must notify the CFS, in writing, at least thirty (30) days in advance, if it wishes to exercise the Buyout to Keep option on an FMV or Capital Lease. Customer must notify CFS, in writing, at least thirty (30) days in advance, if it wishes to exercise the Buyout to Return option on an FMV, Capital or Straight Lease, and return the Equipment to CFS in good working condition (ordinary wear and tear excepted).
4. **PAYMENTS:** Customer agrees to pay to CFS, as invoiced, during the term of this Agreement the payments specified under “Number and Amount of Payments” above ("Payments"). Such Payments are comprised of the principal and interest thereon. Customer’s obligation to pay all amounts due under this Agreement and all other obligations hereunder shall be absolute and unconditional and is not subject to any abatements, set-off, defense or counterclaim for any reason whatsoever.
5. **APPLICATION OF PAYMENTS:** All Payments received by CFS from Customer under this Agreement will be applied to amounts due and payable hereunder chronologically, based on the date of the charge as shown on the invoice for each such amount, and among amounts having the same date in such order as CFS, in its discretion, may determine.
6. **NO CFS WARRANTIES:** CUSTOMER ACKNOWLEDGES THAT CFS IS NOT A MANUFACTURER, DEALER, OR SUPPLIER OF THE EQUIPMENT. CUSTOMER AGREES THAT THE EQUIPMENT IS LEASED ''AS IS'' AND IS OF A SIZE, DESIGN AND CAPACITY SELECTED BY CUSTOMER. CUSTOMER ACKNOWLEDGES THAT CFS HAS MADE NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE SUITABILITY OR DURABILITY OF THE EQUIPMENT, THE ABSENCE OF ANY CLAIM OF INFRINGEMENT OR THE LIKE, OR ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT INCLUDING, WITHOUT LIMITATION, THE IMPLIED

WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Any warranty with respect to the Equipment made by the manufacturer, dealer, or supplier is separate from, and is not a part of, this Agreement and shall be for the benefit of CFS, Customer and CFS’ successors or assignees, if any. So long as Customer is not in breach or default of this Agreement, CFS assigns to Customer any warranties (including those agreed to between Customer and the manufacturer, dealer, or supplier) which CFS may have with respect to any item of Equipment; provided that the scope and limitations of any such warranty shall be solely as set out in any agreement between Customer and such manufacturer, dealer, or supplier or as otherwise specified in warranty materials from such manufacturer, dealer, or supplier and shall not include any implied warranties arising solely from CFS’ acquisition of the Equipment. CUSTOMER ACKNOWLEDGES THAT NEITHER THE SUPPLIER NOR ANY DEALER IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OF THIS AGREEMENT OR ANY SCHEDULE, OR TO MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THIS AGREEMENT OR THE EQUIPMENT ON BEHALF OF CFS.

1. **NON-APPROPRIATION OF FUNDS:** The continuation of any lease or rental agreement will be subject to, and contingent upon, sufficient funds being made available by the Participating State Legislature and/or federal sources. The Customer may terminate any such lease or rental agreement, and CFS waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Customer’s funding sources are not available.
2. **ACCEPTANCE; DELIVERY:** Customer's execution of the Acceptance Certificate, or other confirmation of Customer's acceptance of the Equipment, shall conclusively establish that the Equipment has been delivered to and accepted by Customer for all purposes of this Agreement and Customer may not for any reason revoke that acceptance; however, if Customer has not, within five (5) days after delivery of such Equipment, delivered to CFS written notice of non-acceptance, specifying the reasons therefor and specifically referencing this Agreement, Customer shall be deemed to have irrevocably accepted such Equipment. CFS is the lessor and Customer is the lessee of the Equipment under this Agreement.
3. **LOCATION; LIENS; NAMES; OFFICES:** Customer shall not move the Equipment from the location specified herein except with the prior written consent of CFS. Customer shall keep the Equipment free and clear of all claims and liens other than those in favor of CFS. Customer's legal name (as set forth in its constituent documents filed with the appropriate governmental office or agency) is as set forth herein. The chief executive office address of Customer is as set forth herein. Customer shall provide CFS with written notice at least thirty (30) days prior to any change of its legal name or chief executive office address, and shall execute and deliver to CFS such documents as required or appropriate.
4. **WARRANTY OF BUSINESS PURPOSE; USE; PERSONAL PROPERTY; FINANCING STATEMENTS:** Customer represents and warrants that the Equipment will not be used for personal, family, or household purposes. Customer shall comply with all laws and regulations relating to the use and maintenance of the Equipment. Customer shall put the Equipment only to the use contemplated by the manufacturer. The Equipment shall remain personal property regardless of whether it becomes affixed to real property or permanently rests upon any real property or any improvement to real property. Customer authorizes CFS (and any third party filing service designated by CFS) to execute and file (a) financing statements evidencing the interest of CFS in the Equipment (including forms containing a broader description of the Equipment than the description set forth herein), (b) continuation statements in respect thereof, and (c) amendments thereto, and Customer irrevocably waives any right to notice thereof.
5. **RESERVED.**
6. **MAINTENANCE; ALTERATIONS:** Customer shall at all times maintain and keep in effect a service contract, through one of Contractor’s Authorized Dealers under the NASPO ValuePoint Master Agreement (“Master Agreement”) or by other contractual arrangements, to keep and maintain the Equipment in good working order and to supply and install all replacement parts and accessories when required to maintain the Equipment in good working condition. Customer shall not, without the prior written consent of CFS, make any changes or substitutions to the Equipment. Any and all replacement parts, accessories, authorized changes to and/or substitutions for the Equipment shall become part of the Equipment and subject to the terms of this Agreement.
7. **TAXES; OTHER FEES AND CHARGES:** CUSTOMER SHALL PAY AND DISCHARGE WHEN DUE ALL LICENSE AND REGISTRATION FEES, ASSESSMENTS, SALES, USE AND OTHER TAXES, AND OTHER EXPENSES AND CHARGES, together with any applicable penalties, interest, and administrative fees now or at any time imposed upon any Equipment, the Payments, or Customer's performance or non-performance of its obligations hereunder, whether payable by or assessed to CFS or Customer. If Customer fails to pay any such fees, assessments, taxes, expenses or charges as required hereunder, CFS shall have the right but not the obligation to pay those fees, assessments, taxes, expenses and charges, and Customer shall promptly reimburse CFS, upon demand, for all such payments made plus administrative fees and costs, if any. Notwithstanding the generality of the foregoing, Customer shall not be liable for property taxes, which shall be the sole responsibility of CFS.
8. **INSURANCE:** Customer, at its sole cost and expense, shall, during the term hereof including all renewals and extensions, obtain, maintain and pay for (a) insurance against the loss, theft, or damage to the Equipment for the full replacement value thereof, and (b) comprehensive public liability and property damage insurance. All such insurance shall provide for a deductible not exceeding $5,000 and be in form and amount, and with companies satisfactory to CFS. Each insurer providing such insurance shall name CFS as additional insured and loss payee and provide CFS thirty (30) days’ written notice before the policy in question shall be materially altered or canceled. Customer shall pay the premiums for such insurance, shall be responsible for all deductible portions thereof, and shall deliver certificates or other evidence of insurance to CFS. The proceeds of such insurance, at the option of CFS, shall be applied to (a) replace or repair the Equipment, or (b) pay CFS the "Remaining Lease Balance," which shall be the sum of: (i) all amounts then owed by Customer to CFS under this Agreement; *plus* (ii) the present value of all remaining Payments for the full term of this Agreement; *plus* (iii) except in the case of Capital Leases, the Fair Market Value of the Equipment (as defined herein); *plus* (iv) any applicable taxes, and any expenses, charges or fees which may be payable as otherwise provided herein or in the Master Agreement or the applicable Participating Addendum. For purposes of determining present value, Payments shall be discounted at three percent (3%) per year. Customer hereby appoints CFS as Customer's attorney-in-fact solely to make claim for, receive payment of, and execute and endorse all documents, checks, or drafts for any loss or damage to Equipment under any such insurance policy. If within ten (10) days after CFS’ request, Customer fails to deliver satisfactory evidence of such insurance to CFS, then CFS shall have the right, but not the obligation, to obtain insurance covering CFS’ interests in the Equipment, and add the costs of acquiring and maintaining such insurance, and an administrative fee, to the amounts due from Customer under this Agreement. CFS and any of its affiliates may make a profit on the foregoing.
9. **LOSS; DAMAGE:** Customer assumes and shall bear the entire risk of loss, theft of, or damage to the Equipment from any cause whatsoever, effective upon delivery to the Customer, except that Customer shall be relieved of all risks of loss or damage to the Equipment during periods of transportation and de-installation. No such loss, theft or damage shall relieve Customer of any obligation with respect to its lease of the Equipment. If any Equipment is lost or stolen, Customer, at the option of CFS, will (a) replace the same with like equipment in a condition acceptable to CFS and convey clear title to such equipment to CFS (and such equipment will become "Equipment" and be subject to the terms of this Agreement), or (b) pay CFS the Remaining Lease Balance. Upon CFS’ receipt of the Remaining Lease Balance, CFS shall transfer the applicable Equipment to Customer “AS-IS, WHERE-IS” without any representation or warranty whatsoever, except for title, and this Agreement shall terminate with respect to such Equipment.
10. **DEFAULT:** Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) Customer fails to pay any Payment within forty-five (45) days (or as otherwise agreed to in a Participating Addendum) of its due date; (b) Any representation or warranty made by Customer in these lease terms or in the Master Agreement is false or incorrect and Customer does not perform any of its obligations under these lease terms or in the Master Agreement, and this failure continues for forty-five (45) days (or as otherwise agreed to in a Participating Addendum) after CFS has notified Customer; (c) Customer or any Guarantor becomes insolvent or makes an assignment for the benefit of creditors; (d) Any guarantor dies, stops doing business as a going concern, or transfers all or substantially all of such guarantor’s assets; or (e) Customer stops doing business as a going concern or transfers all or substantially all of Customer’s assets.
11. **REMEDIES:** If Customer defaults on a lease, then CFS, in addition to, or in lieu of, the remedies set forth in the Master Agreement, and Participating Addendum, may do one or more of the following: (a) Cancel or terminate the Order; (b) Require Customer to immediately pay to Contractor, as compensation for loss of Contractor’s bargain and not as a penalty, a sum equal to the Remaining Lease Balance.
12. **EXPENSES OF ENFORCEMENT:** Customer shall reimburse CFS for all of its out-of-pocket costs and expenses incurred in exercising any of its rights or remedies hereunder or in enforcing any of the terms of this Agreement, including, without limitation, reasonable fees and expenses of attorneys and collection agencies, whether or not suit is brought. If CFS should bring court action, Customer and CFS agree that attorney's fees equal to twenty-five percent (25%) of the total amount sought by CFS shall be deemed reasonable for purposes of this Agreement.
13. **ASSIGNMENT:** (i) Customer has no right to sell, transfer, encumber, sublet or assign the Equipment or any lease agreement without Contractor’s prior written consent (which consent shall not be unreasonably withheld). (ii) CFS may not sell or assign any portion of CFS’ interests in the Equipment or any Order for leases, without notice to Customer even if less than all the payments have been assigned. In that event, the assignee (the “Assignee”) will have such rights as CFS assigns to them, but none of CFS’ obligations (CFS will keep those obligations) and the rights of the Assignee will not be subject to any claims, defenses or set offs that Customer may have against CFS.
14. **DATA:** Customer acknowledges that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that Customer may store for purposes of normal operation of the Equipment (“Data”). Customer acknowledges that CFS is not storing Data on behalf of Customer and that exposure or access to the Data by CFS, if any, is purely incidental to the services performed by CFS. CFS does not have an obligation to erase or overwrite Data upon Customer’s return of the Equipment to CFS. This section survives termination or expiration of the lease term under the applicable Order. The terms of this section are without limitation of Contractor’s obligations with respect to Data under the Master Agreement, the applicable Participating Addendum, and the applicable Order.
15. **MAXIMUM INTEREST; RECHARACTERIZED AGREEMENT:** No Payment is intended to exceed the maximum amount of interest permitted to be charged or collected by applicable laws, and any such excess Payment will be applied to payments due under the applicable Order, in inverse order of maturity, and thereafter shall be refunded. If the lease under any Order is characterized as a conditional sale or loan, Customer hereby grants to CFS, its successors and assigns, a security interest in the Equipment to secure payment and performance of Customer's obligations under such Order.
16. **UCC-ARTICLE 2A:** CUSTOMER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT IS INTENDED AS A “FINANCE LEASE” AS THAT TERM IS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE (“UCC 2A”) AND THAT CFS IS ENTITLED TO ALL BENEFITS, PRIVILEGES, AND PROTECTIONS OF A LESSOR UNDER A FINANCE LEASE. CUSTOMER WAIVES ITS RIGHTS AS A LESSEE UNDER UCC 2A SECTIONS 508-522.
17. **WAIVER OF OFFSET:** This Agreement is a net lease. If the Equipment is not properly installed, does not operate as represented or warranted, or is unsatisfactory for any reason, Customer shall make such claim solely against the supplier, dealer, or manufacturer. Customer waives any and all existing and future claims and offsets against any Payments or other charges due under this Agreement, and unconditionally agrees to pay such Payments and other charges, regardless of any offset or claim which may be asserted by Customer or on its behalf.
18. **AUTHORITY AND AUTHORIZATION:** Customer represents and agrees that (a) Customer is a state or a political subdivision, institution of higher education, or agency of a state; (b) that entering into and performance of the Agreement is authorized under Customer's state laws and Constitution and does not violate or contradict any judgment, law, order, or regulation, or cause any default under any agreement to which Customer is party; and (c) Customer has complied with any bidding requirements and, where necessary, has properly presented this Agreement for approval and adoption as a valid obligation on Customer's part. Upon request, Customer agrees to provide CFS with an opinion of counsel as to clauses (a) through (c) above, an incumbency certificate, and other documents that CFS may request, with all such documents being in a form satisfactory to CFS.
19. **GOVERNMENT USE:** Customer agrees that the use of the Equipment is essential for Customer's proper, efficient and economic operation, Customer will be the only entity to use the Equipment during the term of this Agreement and Customer will use the Equipment only for Customer's governmental purposes. Upon request, Customer agrees to provide CFS with an essential use letter in a form satisfactory to CFS as to the preceding sentence.