



CANON SOLUTIONS AMERICA

Canon Solutions America, Inc. ("CSA")
One Canon Park, Melville, NY 11747
(800) 613-2228

ACQUISITION AGREEMENT LEASE OR PURCHASE

CSAP

S0452644.04

Salesperson Nigel I CarterOrder Date: 8 / 26 / 2015

Customer ("you"):		Customer Account:		Ship To:		Customer Account:	
Company: KITTITAS CNTY ACCESSORS OFFICE				Company: KITTITAS CNTY ACCESSORS OFFICE			
Address: 205 W 5TH, Suite 101				Address: 205 W 5TH, Suite 101			
City: ELLENSBURG		County: KITTITAS		City: ELLENSBURG		County: KITTITAS	
State: WA	Zip: 98926	Phone #: 509.962.7547		State: WA	Zip: 98926	Phone #: 509-962-7547	
Contact: Cindy Adams		Fax #:		Contact: Cindy Adams		Fax #:	
Email: cindy.adams@co.kittitas.wa.us				Email: cindy.adams@co.kittitas.wa.us			

Lease or Purchase:

- ☒ You agree to lease the items listed below or in any addendum(s) to this Agreement from the Leasing Company identified below, at the fixed periodic lease payments indicated below or in any addendum(s) to this Agreement and for the fixed term specified in the lease agreement between you and the Leasing Company. Delivery to you of the items specified is contingent on you signing a lease agreement with the Leasing Company.

☒ Canon Financial Services, Inc. ☐ Other (Name of Leasing Company): _____

- ☐ You agree to purchase the items listed below or in any addendum(s) to this Agreement, for the purchase price specified.

The "bill to" for the items listed is the Leasing Company or you, depending on which box is checked above.

PLEASE PRINT

Equipment, Supplies and Licenses of Application Software with listed third party support contracts:

Item Code	Product Description	Qty	Unit Price	Per Unit Price / Payment or Purchase Price
8477B004	IMAGERUNNER ADVANCE C3330I	1		126.14
8786B002	CASSETTE FEEDING UNIT-AL1	1		Included
8472B001	INNER FINISHER-G1	1		Included
1972V064	ESP NEXT GEN PCS POWER FILTER (120V/15A) XG-PCS-15D	1		Included
2368V119	LOW VOLUME CONNECTIVITY UP TO 30PPM	1		Included
2862V005	IR C3325/3330 INSTAL PAK	1		Included
IntSupplies	Pre-install supplies installed in machine	1		Included

This transaction shall be governed in all respects by the Terms and conditions of contract # 05214. Any terms and conditions which conflict with, vary from or supplement the Agreement terms shall be deemed null and void.

Payment Terms		Other Requirements	Subtotal from Supplemental Addendum	0.00
<input type="checkbox"/> Check with Order Check # _____ <input type="checkbox"/> Net 30 <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Other _____ <input type="checkbox"/> Credit Card: Requires submission of secure credit card authorization form.		<input type="checkbox"/> P.O. Required P.O. # _____ <input type="checkbox"/> Tax Exempt (Attach Certificate) <input type="checkbox"/> Customer Declines Maintenance Agreement	Subtotal	126.14
			Delivery/Install	0.00
			Sales Tax	
			Total	
			Deposit	0.00
			Balance Due	

Shipping Instructions	Customer Delivery Information	Customer IT Contact Information
Ship Via: _____ Hours of Operation <u>9-5</u> Number of Steps <u>0</u> Elevator Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Loading Dock Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Name <u>Cindy Adams</u> Email <u>cindy.adams@co.kittitas.wa.us</u> Phone <u>509.962.7547</u> Earliest Date for Delivery: <u>8</u> / <u>31</u> / <u>2015</u> Special Delivery/Installation Instruction _____ _____	This individual may be contacted for network connectivity. Name _____ Phone _____ Email _____

BY YOUR SIGNATURE BELOW, YOU AGREE TO LEASE OR PURCHASE, AS SPECIFIED ABOVE, THE ITEMS LISTED ABOVE OR IN ANY ADDENDUM(S) TO THIS AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT, CONSISTING OF TWO PAGES INCLUDING THIS FACE PAGE. THE ADDITIONAL TERMS AND CONDITIONS ON PAGE 2 HEREOF AND IN ANY ADDENDUM(S) HERETO ARE INCORPORATED AND MADE PART OF THIS AGREEMENT.

Customer's Authorized Signature Marsha Weyand
 Printed Name Marsha Weyand Title Assessor Date 8-28-15

ADDITIONAL TERMS AND CONDITIONS

S0452644.04

These are the additional terms and conditions referred to on the face page to which they are attached. Such face page and addendum(s), collectively with these terms and conditions, the "Agreement."

1. **LEASE OR PURCHASE PRICE AND PAYMENT.** You agree to lease or purchase the units of equipment and supplies (the "Equipment") and licenses of application software with third party support contracts (the "Listed Software" and, together with the Equipment, the "Listed Items"), in each case as indicated on the face page hereof or in any addendum(s) hereto. (a) If you have elected to purchase the Listed Items, the total purchase price specified in the Agreement, including sales taxes and delivery/installation charges, is due and payable in accordance with the payment terms of this Agreement. If payments are late, (i) you shall pay the actual and reasonable costs and expenses of collection incurred by CSA, including the maximum attorney's fees permitted by law and (ii) CSA may charge you and you agree to pay, a late charge equal to the higher of five percent (5%) of the amount due or \$10 as reasonable collection fees, not to exceed the maximum amount permitted by law. (b) If you have elected to lease the Listed Items, CSA shall sell the Listed Items to the Leasing Company subject in all respects to the warranty limitations and disclaimers and limitations of liability in this Agreement. You shall enter into a lease agreement with the Leasing Company providing, in addition to such terms and conditions as the Leasing Company shall require, for fixed periodic lease payments indicated herein over a fixed lease term as specified in the lease agreement.

Delivery/installation charges, if separately itemized in this Agreement, are due and payable in accordance with the payment terms of this Agreement. You are responsible for payment of sales or use taxes on monthly rentals if applicable, even if not specified in this Agreement. (c) In addition to the amounts shown in this Agreement, you shall pay CSA's rates for any special rigging for delivery and installation when CSA notifies you of in advance, subject to your approval. (d) CSA will, at no additional charge, install all Equipment in accordance with its normal practices and requirements. Maintenance and any other post-installation support of Equipment, and for all software licensed as part of the Equipment and not listed herein as Listed Software is not covered by this Agreement, and will only be provided by CSA if a separate maintenance agreement is entered into and to the extent provided therein. Installation of Listed Software may be conditioned on a separate statement of work covering the scope and schedule of installation, configuration options, responsibilities of each party, and other matters, which shall solely govern as to the matters covered therein. Additional charges may apply for work beyond the initial scope described in such statement of work. CSA shall make available to you from time to time upgrades and bug fixes for the Listed Software, but: (i) only if such upgrades and bug fixes are provided to CSA by suppliers of such software, (ii) availability of upgrades and bug fixes may be at additional charge unless covered by separate support contract purchased by you, and (iii) installation of such upgrades and bug fixes by CSA if requested by you shall be at additional charge. You are not required to use CSA for installation of either Listed Software or for any upgrades and bug fixes, but if installation is done by anyone other than CSA, CSA shall have no responsibility for any performance or other issues that may result from such installation. CSA shall also use reasonable efforts to provide Level 1 support for the Listed Software for so long as a CSA maintenance agreement for the related Equipment remains in effect, except that for certain Listed Software, Level 1 support shall be provided only if a separate support contract has been purchased by you and for so long as it remains in effect. Level 1 support consists of providing help-line telephone assistance in operating the Listed Software and identifying service problems, facilitating contact between you and the supplier of the Listed Software to rectify such problems and maintaining a log of such problems to assist in tracking the same. You acknowledge that CSA is not the developer of any of the Listed Software and other than the foregoing, support for Listed Software is not provided under this Agreement. (e) CSA reserves the right to withhold shipment of the Listed Items (i) until you make full payment of the total price specified in this Agreement or to revoke any credit extended to you because of your failure to pay any amounts when due or for any other reason affecting your creditworthiness, or (ii) until you enter into a lease agreement with the Leasing Company and the Leasing Company commits to full payment of the purchase price agreed to between CSA and the Leasing Company. If at any time prior to shipment, CSA discovers any mistake in pricing or Equipment configuration for any Listed Item(s), CSA reserves the right to notify you of the mistake in writing, and such notification will constitute the non-acceptance of this Agreement by it with respect to such Listed Items without liability.

2. **LIMITED WARRANTY.** For ninety (90) days after the date of the original delivery of Canon brand Equipment, CSA warrants that under normal use and maintenance conditions all such Equipment will be free from defects in material and workmanship. Warranty claims must be made in writing by you to CSA no later than five (5) business days after the expiration of the warranty period. CSA's obligations under this warranty are limited solely to repair or replacement (at CSA's sole option) of such parts as are proven to be defective upon CSA's inspection. This warranty does not extend to, and you shall pay, CSA's labor, parts and supply charges for (a) repairs resulting from service visits required as a result of inadequate operation of the Listed Items (e.g., CSA technician is dispatched to rectify a problem described in the operator manual), (b) repairs necessitated by factors other than normal use including, without limitation, (i) any willful act, negligence, abuse or misuse of the relevant Equipment, (ii) the use of parts, supplies or software not supplied by CSA and which cause abnormally frequent service calls or service problems, (iii) service performed by personnel other than CSA service technicians, (iv) transportation of the Equipment, (v) accident or casualty, and (vi) electrical power malfunction or heating, cooling or humidity and ambient conditions, or (c) re-installation of the Equipment.

YOU EXPRESSLY ACKNOWLEDGE THAT THE LIMITED EQUIPMENT WARRANTY CONTAINED IN THIS AGREEMENT DOES NOT ASSURE UNINTERRUPTED OPERATION AND USE OF THE LISTED ITEMS. CSA SHALL, UPON REQUEST, FURNISH TO YOU WITHOUT RECOURSE ANY END USER WARRANTIES MADE BY THE MANUFACTURER OF THE LISTED SOFTWARE OR ANY NON-CANON BRAND EQUIPMENT. CSA MAKES NO

WARRANTY, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO LISTED SOFTWARE OR WITH RESPECT TO NON-CANON BRAND EQUIPMENT. OTHER THAN AS SET FORTH IN THIS SECTION 2, CSA EXPRESSLY DISCLAIMS AND EXCLUDES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE USE OR PERFORMANCE OF THE LISTED ITEMS.

3. **DATA.** You acknowledge that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that you may store for purposes of normal operation of the Equipment ("Data"). You acknowledge that CSA is not storing Data on your behalf and that exposure or access to the Data by CSA, if any, is purely incidental to the services performed by CSA. Neither CSA nor any of their affiliates has an obligation to erase or overwrite Data upon your return of the Equipment to CSA or any leasing company. You are solely responsible for: (i) your compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (ii) all decisions related to erasing or overwriting Data. Without limiting the foregoing, you should, (a) enable the Hard Disk Drive (HDD) data erase functionality that is a standard feature on certain Equipment and/or (b) prior to return or other disposition of the Equipment, utilize the HDD (or comparable) formatting function (which may be referred to as "Initialized All Data/Settings" function) if found on the Equipment to perform a one pass overwrite of Data or, if you have higher security requirements, you may purchase from CSA at current rates an appropriate option for the Equipment, which may include (x) an HDD Data Encryption Kit option which disguises information before it is written to the hard drive using encryption algorithms, (y) a HDD Data Erase Kit that can perform up to a 3-pass overwrite of Data (for Equipment not containing data erase functionality as a standard feature), or (z) a replacement hard drive (in which case you should properly destroy the replaced hard drive). The terms of this Section 3 shall solely govern as to Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between you and CSA could be construed to apply to Data.

4. **SECURITY.** As security for the payment of all amounts due to CSA, you hereby grant to CSA a security interest in the Listed Items. To the extent permitted by applicable law, you hereby authorize CSA to file with the appropriate governmental authorities any and all financing statements necessary to evidence or perfect CSA's security interest in the Listed Items.

5. **WARRANTY OF BUSINESS PURPOSE.** You represent and warrant that that the Equipment will not be used for personal, family or household purposes.

6. **LIMITATION OF LIABILITY.** CSA SHALL NOT BE LIABLE FOR PERSONAL INJURY OR PROPERTY DAMAGE EXCEPT TO THE EXTENT CAUSED BY CSA'S NEGLIGENCE OR WILLFUL MISCONDUCT. CSA SHALL NOT BE LIABLE FOR LOSS OF PROFIT OR OTHER SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE LISTED ITEMS, REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED AND EVEN IF CSA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. **CHOICE OF LAW AND FORUM.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. YOU CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE CITY OF NEW YORK UPON SERVICE OF PROCESS MADE IN ACCORDANCE WITH THE APPLICABLE STATUTES AND RULES OF THE STATE OF NEW YORK OR THE UNITED STATES. ANY AND ALL SUITS COMMENCED BY YOU AGAINST CSA, WHETHER OR NOT ARISING UNDER THIS AGREEMENT AND REGARDLESS OF THE LEGAL THEORY UPON WHICH SUCH SUITS ARE BASED, SHALL BE BROUGHT ONLY IN THE STATE OR FEDERAL COURTS LOCATED WITHIN THE CITY OF NEW YORK. YOU HEREBY WAIVE OBJECTIONS AS TO VENUE AND CONVENIENCE OF FORUM. ANY SUIT BETWEEN THE PARTIES HERETO, OTHER THAN ONE SEEKING PAYMENT OF AMOUNTS DUE HEREUNDER, SHALL BE COMMENCED, IF AT ALL, WITHIN ONE (1) YEAR OF THE DATE THAT THE CLAIM ACCRUES. THE PARTIES IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUIT BETWEEN THEM.

8. **GENERAL.** This Agreement shall be binding on you upon your signature and on CSA upon the delivery of any of the Listed Items. All provisions of this Agreement including Section 3, which by their nature can be construed to survive the expiration or termination of the Agreement shall survive. This Agreement, together with any related CSA credit application, constitutes the entire agreement between the parties with respect to the furnishing of the Listed Items, superseding all previous proposals and agreements, oral or written. No lease agreement entered into between you and the Leasing Company with respect to any Listed Items shall be binding on CSA in any respect or affect your rights or CSA's obligations hereunder. Any purchase order utilized by you shall be for your administrative convenience only, and any terms therein which conflict with, vary from or supplement the provisions of this Agreement shall be deemed null and void. No representation or statement not contained on the original of this Agreement shall be binding upon CSA as a warranty or otherwise, nor shall this Agreement be modified or amended except by a writing signed by you and a designated representative of CSA. If a court finds any provision of this Agreement (or part thereof) to be unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. This Agreement shall not be assignable by you without CSA's prior written consent, and any attempted assignment without such consent, which shall not be unreasonably withheld, shall be void; except that you may, as described above, assign to your leasing company your right to acquire the Listed Items and your warranty rights hereunder, but your other rights hereunder, are not assignable to the leasing company and such assignment shall not relieve you of any of your obligations hereunder. You expressly disclaim having relied upon any representation or statement concerning the capability, condition, operation, performance or specifications of the Listed Items, except to the extent set forth on the original of this Agreement. You agree that CSA may accept an electronic image of this Agreement as an original, and that electronic copies of your signature will be treated as an original for all purposes.

This transaction shall be governed in all respects by the Terms and conditions of contract # 05214. Any terms and conditions which conflict with, vary from or supplement the Agreement terms shall be deemed null and void.