

Application No.

Contract No.

2800 Longhorn Blvd. #101 • Austin, TX 78758 • Phone: 512.886.4100 • Fax: 512.886.4101

The words you and your refer to the customer. The words Owner, we, us and our refer to Texas Document Solutions, Inc.. Every attempt has been made to eliminate confusing language and create a simple, easy-to-read document.

CUSTOMER INFORMATION

FULL LEGAL NAME, STREET ADDRESS, CITY, STATE, ZIP, PHONE, FAX, BILLING NAME, BILLING STREET ADDRESS, CITY, STATE, ZIP, E-MAIL, EQUIPMENT LOCATION

MAKE/MODEL NO./ACCESSORIES

SERIAL NO.

STARTING METER

See Schedule A

RENTAL TERMS

RENTAL PAYMENT AMOUNT

SECURITY DEPOSIT

Term in Months, Payments of \$, Rental Payment Period, Excess Usage Charge Monthly

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

OWNER ACCEPTANCE

Texas Document Solutions, Inc., DATED, OWNER, SIGNATURE, TITLE

CUSTOMER ACCEPTANCE

By providing a telephone number for a cellular phone or other wireless device, you are expressly consenting to receiving communications...

8/9/22, Polk, County of, DATED, CUSTOMER, SIGNATURE, TITLE, Sydney Murphy

CONTINUING GUARANTY

As additional inducement for us to enter into the Agreement, the undersigned ("you") unconditionally, jointly and severally, personally guarantees that the customer will make all payments...

PRINT NAME OF GUARANTOR, SIGNATURE, DATED

ACCEPTANCE OF DELIVERY

You certify that all the Equipment listed above has been furnished, that delivery and installation has been fully completed and satisfactory. Further, all conditions and terms of this Agreement have been reviewed and acknowledged.

Polk, County of, DATE OF DELIVERY, CUSTOMER, SIGNATURE, TITLE

# Non-Appropriation Addendum

Financial Services | 800 Walnut, 4th floor | Des Moines, Iowa 50309

Title of lease, rental or other agreement: Flex Rental (the "Agreement")

Lessee/Renter/Customer: Polk County of ("Customer")

Lessor/Lender/Owner: Texas Document Solutions ("Company")

This Addendum (this "Addendum") is entered into by and between Customer and Company. This Addendum shall be effective as of the effective date of the Agreement.

**1. INCORPORATION AND EFFECT.** This Addendum is hereby made a part of, and incorporated into, the Agreement as though fully set forth therein. As modified or supplemented by the terms set forth herein, the provisions of the Agreement shall remain in full force and effect, provided that, in the event of a conflict between any provision of this Addendum and any provision of the Agreement, the provision of this Addendum shall control.

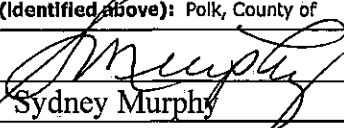
**2. GOVERNMENTAL PROVISIONS.** Customer hereby represents, warrants and covenants to Company that: (a) Customer intends, subject only to the provisions of this Addendum, to remit to Company all sums due and to become due under the Agreement for the full term; (b) Customer's governing body has appropriated sufficient funds to pay all payments and other amounts due during Customer's current fiscal period; (c) Customer reasonably believes that legally available funds in an amount sufficient to make all payments for the full term of the Agreement can be obtained; and (d) Customer intends to do all things lawfully within its power to obtain and maintain funds from which payments due under the Agreement may be made, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable law. If Customer's governing body fails to appropriate sufficient funds to pay all payments and other amounts due and to become due under the Agreement in Customer's next fiscal period ("Non-Appropriation"), then (i) Customer shall promptly notify Company of such Non-Appropriation, (ii) the Agreement will terminate as of the last day of the fiscal period for which appropriations were received, and (iii) Customer shall return the Equipment to Company pursuant to the terms of the Agreement. Customer's obligations under the Agreement shall constitute a current expense and shall not in any way be construed to be a debt in contravention of any applicable constitutional or statutory limitations or requirements concerning Customer's creation of indebtedness, nor shall anything contained herein constitute a pledge of Customer's general tax revenues, funds or monies. Customer further represents, warrants and covenants to Company that: (a) Customer has the power and authority under applicable law to enter into the Agreement and this Addendum and the transactions contemplated hereby and thereby and to perform all of its obligations hereunder and thereunder; (b) Customer has duly authorized the execution and delivery of the Agreement and this Addendum by appropriate official action of its governing body and has obtained such other authorizations, consents and/or approvals as are necessary to consummate the Agreement and this Addendum; (c) all legal and other requirements have been met, and procedures have occurred, to render the Agreement and this Addendum enforceable against Customer in accordance with their respective terms; and (d) Customer has complied with all public bidding requirements applicable to the Agreement and this Addendum and the transactions contemplated hereby and thereby.

**3. INDEMNIFICATION.** To the extent Customer is or may be obligated to indemnify, defend or hold Company harmless under the terms of the Agreement, any such indemnification obligation shall arise only to the extent permitted by applicable law and shall be limited solely to sums lawfully appropriated for such purpose in accordance with Section 2 above.

**4. REMEDIES.** To the extent Company's remedies for a Customer default under the Agreement include any right to accelerate amounts to become due under the Agreement, such acceleration shall be limited to amounts to become due during Customer's then current fiscal period.

**5. GOVERNING LAW.** Notwithstanding anything in the Agreement to the contrary, the Agreement and this Addendum shall be governed by, construed and enforced in accordance with the laws of the state in which Customer is located.

**6. MISCELLANEOUS.** This Addendum, together with the provisions of the Agreement not expressly inconsistent herewith, constitutes the entire agreement between the parties with respect to the matters addressed herein, and shall supersede all prior oral or written negotiations, understandings and commitments regarding such matters. This Addendum may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to constitute one and the same agreement. Customer acknowledges having received a copy of this Addendum and agrees that a facsimile or other copy containing Customer's faxed, copied or electronically transmitted signature may be treated as an original and will be admissible as evidence of this Addendum.

Customer (Identified above): Polk County of		Company (Identified above):	
By: 	Date: <u>08 / 09 / 22</u>	By: _____	Date: ____ / ____ / ____
Print name: <u>Sydney Murphy</u>	Title: <u>County Judge</u>	Print name: _____	Title: _____
Agreement Number:			
Master Agreement Number (if applicable):			

# Equipment Schedule

Financial Services | 800 Walnut, 4th floor | Des Moines, Iowa 50309

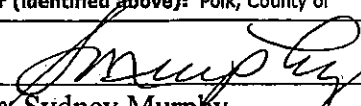
Title of lease, rental or other agreement: *Flex Rental* (the "Agreement")

Lessee/Renter/Customer: Polk, County of ("Customer")

Lessor/Lender/Owner: Texas Document Solutions ("Company")

Quantity	Equipment Make, Model & Serial Number	Equipment Location (If different than address shown in Agreement)
1	Sharp MXM4071s copier	
1	Sharp MXM4071s copier	
1	Sharp BP70C45 color copier	
1	Sharp BP70C45 color copier	
1	Sharp BP70C45 color copier	
1	Sharp MXM4071s copier	
1	Sharp BP70C45 color copier	
1	Sharp MXM5071s copier	
1	Sharp BP70C36 color copier	
1	Sharp MXM5071s copier	
1	Canon Ir1643 copier	
1	Canon Ir1643 copier	
1	Sharp MXM4071s copier	
1	Sharp MXM4071s copier	
1	Sharp MXM7570 copier	
1	Sharp BP70C65 color copier	
1	Sharp BP70C31 color copier	
1	Sharp BP70C36 color copier	
1	Canon XMF1127 copier	
1	Sharp BP70C45 color copier	
1	Sharp BP70C31 color copier	

This schedule amends and supplements the Agreement described herein. This schedule, together with the provisions of the Agreement not expressly inconsistent herewith, constitutes the entire agreement between the parties with respect to the matters addressed herein, and shall supersede all prior oral or written negotiations, understandings and commitments regarding such matters. This schedule may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to constitute one and the same agreement. Customer acknowledges having received a copy of this schedule and agrees that a facsimile or other copy containing Customer's faxed, copied or electronically transmitted signature may be treated as an original and will be admissible as evidence of this schedule.

Customer (Identified above): Polk, County of		Company (Identified above): Texas Document Solutions	
By: 	Date: 08/09/22	By: _____	Date: ___/___/___
Print name: Sydney Murphy	Title: County Judge	Print name: _____	Title: _____
Agreement Number:			
Master Agreement Number (if applicable):			

# TEXAS DOCUMENT SOLUTIONS

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Austin, TX 78758

College Station, TX 77845

Lufkin, TX 75901

Tyler, TX 75703

Waco, TX 76712

• 2800 Longhorn Blvd #101

• 2151 Harvey Mitchell Pkwy #100

• 2003 Atkinson Drive

• 4619 Troup Highway

• 6807 Woodway Drive

• 512-886-4100 (Fax) 512-886-4101

• 979-775-5500 (Fax) 979-775-5900

• 936-699-2800 (Fax) 936-699-4299

• 903-509-9900 (Fax) 903-509-9905

• 254-881-7500 (Fax) 254-754-0555

CUSTOMER NO.	ORDER DATE	INSTALL DATE	TECH REP.	SALES REP. Rayburn Hance
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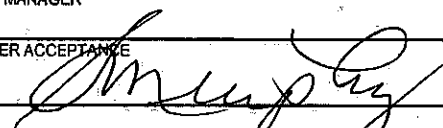
**BILL TO:** **SHIP TO (if other than Bill To):**

NAME Polk, County of			NAME		
ADDRESS 602 East Church Ste, 108			ADDRESS		
CITY Livingston	STATE Texas	ZIP 77351	CITY	STATE	ZIP
CONTACT Stephanie Dale / stephanie.dale@co.polk.tx.us			CONTACT		
PHONE (936) 327-6811			PHONE		
FAX			FAX		

**ADDITIONAL COMMENTS**

<input type="checkbox"/> New Customer	<input checked="" type="checkbox"/> CGEM/NJPA Account	<input type="checkbox"/> Rental	<b>TYPE ACTION REQUEST:</b>	<b>SHIP VIA:</b>
<input checked="" type="checkbox"/> Existing Customer	<input type="checkbox"/> State Contract	<input checked="" type="checkbox"/> Sale/Lease	<input type="checkbox"/> Trial Dates:	P.O. NO.
			<input type="checkbox"/> Other:	

QTY.	PROD. NO.	DESCRIPTION	SERIAL NO.	METER	UNIT PRICE	TOTAL
1	MXM4071s	Sharp copier				\$2,871.08
1	MXDE26N	Paper desk				Per month
1	MXFN27N	Finisher				63 Month
1	MXFX15	Fax				Flex Rental
1	MXTR19N	Exit tray				
		(Jail Medical)				
1	MXM4071s	Sharp copier				
1	MXDE26N	Paper desk				
1	MXFN27N	Finisher				
1	MXFX15	Fax				
1	MXTR19N	Exit tray				
		(J.P. #2 Onalaska)				
1	BP70C45	Sharp color copier				
1	BPFN11	Finisher				
1	BPDE13	Paper desk				
1	BPFX11	Fax				
1	BPTR12	Exit tray				
		(Criminal District Attorney)				

GENERAL MANAGER	DATE	Freight
SALES MANAGER	DATE	Subtotal
SERVICE MANAGER	DATE	Sales Tax
CUSTOMER ACCEPTANCE X 	DATE 08/09/2022	TOTAL

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 • 979-775-5500 (Fax) 979-775-5900  
 • 936-699-2800 (Fax) 936-699-4299  
 • 803-509-9900 (Fax) 903-509-9905  
 • 254-881-7500 (Fax) 254-754-0555

CUSTOMER NO.	ORDER DATE	INSTALL DATE	TECH REP.	SALES REP. Rayburn Hance
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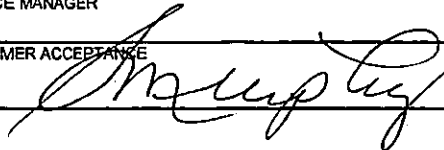
**BILL TO:** **SHIP TO (if other than Bill To):**

NAME Polk, County of			NAME		
ADDRESS 602 East Church Ste, 108			ADDRESS		
CITY Livingston	STATE Texas	ZIP 77351	CITY	STATE	ZIP
CONTACT Stephanie Dale / stephanie.dale@co.polk.tx.us			CONTACT		
PHONE (936) 327-6811			PHONE		
FAX			FAX		

ADDITIONAL COMMENTS

<input type="checkbox"/> New Customer	<input checked="" type="checkbox"/> CGEM/NJPA Account	<input type="checkbox"/> Rental	<input type="checkbox"/> Trial Dates:	SHIP VIA:
<input checked="" type="checkbox"/> Existing Customer	<input type="checkbox"/> State Contract	<input checked="" type="checkbox"/> Sale/Lease	<input type="checkbox"/> Other:	P.O. NO.

QTY.	PROD. NO.	DESCRIPTION	SERIAL NO.	METER	UNIT PRICE	TOTAL
1	BP70C45	Sharp color copier				
1	BPFN11	Finisher				
1	BPDE13	Paper desk				
1	BPFX11	Fax				
1	BPTR12	Exit tray				
		(Criminal District Attorney / Hot Check)				
1	BP70C45	Sharp color copier				
1	BPFN11	Finisher				
1	BPDE13	Paper desk				
1	BPFX11	Fax				
1	BPTR12	Exit tray				
		(Agri-Life Extension)				
1	MXM4071s	Sharp copier				
1	MXDE25N	Paper desk				
1	MXFN27N	Finisher				
1	MXFX15	Fax				
		(258th Court Attorneys)				

GENERAL MANAGER	DATE	Freight	
SALES MANAGER	DATE	Subtotal	
SERVICE MANAGER	DATE	Sales Tax	
CUSTOMER ACCEPTANCE X 	DATE 08/09/2022	TOTAL	

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PHONE (936) 327-6811			PHONE		
FAX			FAX		
ADDITIONAL COMMENTS					

**CUSTOMER STATUS:** **TYPE ACTION REQUEST:** **SHIP VIA:**

<input type="checkbox"/> New Customer	<input checked="" type="checkbox"/> CGEM/NJPA Account	<input type="checkbox"/> Rental	<input type="checkbox"/> Trial Dates:	<b>SHIP VIA:</b>
<input checked="" type="checkbox"/> Existing Customer	<input type="checkbox"/> State Contract	<input checked="" type="checkbox"/> Sale/Lease	<input type="checkbox"/> Other:	<b>P.O. NO.</b>

QTY.	PROD. NO.	DESCRIPTION	SERIAL NO.	METER	UNIT PRICE	TOTAL
1	BP70C45	Sharp color copier				
1	BPFN11	Finisher				
1	BPDE13	Paper desk				
1	BPFX11	Fax				
1	BPTR12	Exit tray				
		(Environmental)				
1	MXM5071s	Sharp copier				
1	MXDE28N	Paper desk				
1	MXFN27N	Finisher				
1	MXFX15	Fax				
1	MXTR19N	Exit tray				
		(Social Services)				
1	BP70C36	Sharp color copier				
1	BPFN11	Finisher				
1	BPDE14	Paper desk				
1	BPFX11	Fax				
1	BPTR12	Exit tray				
		(J.P. #4)				

GENERAL MANAGER	DATE	Freight
SALES MANAGER	DATE	Subtotal
SERVICE MANAGER	DATE	Sales Tax
CUSTOMER ACCEPTANCE <i>X [Signature]</i>	DATE 08/09/2022	TOTAL

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FAX			FAX		
ADDITIONAL COMMENTS					

<input type="checkbox"/> New Customer	<input checked="" type="checkbox"/> CGEM/NJPA Account	<input type="checkbox"/> Rental	<input type="checkbox"/> Trial Dates:	SHIP VIA:
<input checked="" type="checkbox"/> Existing Customer	<input type="checkbox"/> State Contract	<input checked="" type="checkbox"/> Sale/Lease	<input type="checkbox"/> Other:	P.O. NO.

QTY.	PROD. NO.	DESCRIPTION	SERIAL NO.	METER	UNIT PRICE	TOTAL
1	MXM5071s	Sharp copier				
1	MXDE28N	Paper desk				
1	MXFN27N	Finisher				
1	MXFX15	Fax				
1	MXTR19N	Exit tray				
		(Jail / Dispatch)				
1	ir1643	Canon copier				
		(J.P. #3 / Office)				
1	ir1643	Canon copier				
		(J.P. #3 / Munciple Court)				
1	MXM4071s	Sharp copier				
1	MXDE27N	Paper desk				
1	MXFN27N	Finisher				
		(Tax Office / Motor Vehicle)				
1	MXM4071s	Sharp copier				
1	MXDE27N	Paper desk				
1	MXFN27N	Finisher				
1	MXFX15	Fax				
1	MXTR19N	Exit tray				
		(Tax Office / Property)	DATE		Freight	
			DATE		Subtotal	
SERVICE MANAGER			DATE		Sales Tax	
CUSTOMER ACCEPTANCE X 			DATE 08/09/2022		TOTAL	

# TEXAS DOCUMENT SOLUTIONS

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PHONE (936) 327-6811			PHONE		
FAX			FAX		
ADDITIONAL COMMENTS					

**CUSTOMER STATUS:**  New Customer  Existing Customer  CGEM/NJPA Account  State Contract  Rental  Sale/Lease

**TYPE ACTION REQUEST:**  Trial Dates:  Other: **SHIP VIA:**  P.O. NO.

QTY.	PROD. NO.	DESCRIPTION	SERIAL NO.	METER	UNIT PRICE	TOTAL
1	MXM7570	Sharp copier				
1	MXFN34	Finisher				
1	MXRB26	Paper pass unit (County Clerk / Property Records)				
1	BP70C65	Sharp color copier				
1	BPDE14	Paper desk				
1	BPLC10	LLC				
1	BPTR12	Exit tray				
1	BPFX11	Fax				
1	BPRB10	Paper pass unit				
1	BPFN14	Saddle-stitch Finisher				
1	MXPN15B	3 hole punch (County Judge)				
1	BP70C31	Sharp color copier				
1	BPFN11	Finisher				
1	BPDE14	Paper desk				
1	BPFX11	Fax				
1	BPTR12	Exit tray (411th Judge)				
			DATE		Freight	
			DATE		Subtotal	
			DATE		Sales Tax	
			DATE		TOTAL	

SERVICE MANAGER

CUSTOMER ACCEPTANCE

X *Murphy*

DATE

DATE

08/09/2022



# TEXAS DOCUMENT SOLUTIONS

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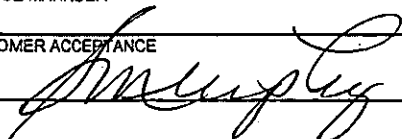
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CONTACT Stephanie Dale / stephanie.dale@co.polk.tx.us			CONTACT		
PHONE (936) 327-6811			PHONE		
FAX			FAX		
ADDITIONAL COMMENTS					

<input type="checkbox"/> New Customer	<input checked="" type="checkbox"/> CGEM/NJPA Account	<input type="checkbox"/> Rental	<input type="checkbox"/> Trial Dates:	SHIP VIA:
<input checked="" type="checkbox"/> Existing Customer	<input type="checkbox"/> State Contract	<input checked="" type="checkbox"/> Sale/Lease	<input type="checkbox"/> Other:	P.O. NO.

QTY.	PROD. NO.	DESCRIPTION	SERIAL NO.	METER	UNIT PRICE	TOTAL
1	BP70C36	Sharp color copier				
1	BPFN11	Finisher				
1	BPDE15	Paper desk				
1	BPFX11	Fax				
1	BPTR12	Exit tray				
1	MXPN14B	3 hole punch				
		(Pct#1 Road & Bridge)				
1	XMF1127C	Canon copier				
		(Constable #1)				
1	BP70C45	Sharp color copier				
1	BPFN11	Finisher				
1	BPDE13	Paper desk				
		(Juvenile Probation)				
1	BP70C31	Sharp color copier				
1	BPFN11	Finisher				
1	BPDE14	Paper desk				
1	BPFX11	Fax				
1	BPTR12	Exit tray				
		(County Clerk / Corrigan)				
			DATE		Freight	
			DATE		Subtotal	
			DATE		Sales Tax	
			DATE		TOTAL	

SERVICE MANAGER \_\_\_\_\_ DATE \_\_\_\_\_

CUSTOMER ACCEPTANCE  
 X  \_\_\_\_\_ DATE 08/09/2022