

TEXAS DOCUMENT SOLUTIONS, INC.

You're In Charge!

Austin, TX 78758
 Bryan, TX 77802
 Lufkin, TX 75901
 Tyler, TX 75703
 Waco, TX 76712

• 2800 Longhorn Blvd #101
 • 724 East Villa Maria #500
 • 2003 Atkinson Drive
 • 4819 Troup Highway
 • 6700 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

SALES & SERVICE ORDER AGREEMENT

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

ADDITIONAL COMMENTS

<input type="checkbox"/> New Customer <input checked="" type="checkbox"/> Existing Customer	CUSTOMER STATUS: <input checked="" type="checkbox"/> CGEM/NJPA Account <input type="checkbox"/> State Contract	<input checked="" type="checkbox"/> Flex Rental <input type="checkbox"/> Sale	TYPE ACTION REQUEST: <input type="checkbox"/> Trial Dates: <input type="checkbox"/> Other:	SHIP VIA: P.O. NO.
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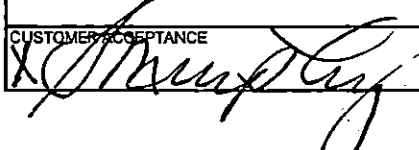
QTY	PROD. NO.	DESCRIPTION	SERIAL NO.	METER	UNIT PRICE	TOTAL
1		Sharp BP550WD copier (ID# T)				\$ 155.00 per mo.
1		BPCS12 cassette				63 month
1		MXFN17 finisher				Flex Rental
1		BPDS14 cabinet				
(Polk County JP #3)						
1	5847C003AA	Canon DXC259if color copier (ID# T				
1	9579B003AA	AJ1 paper desk				
(Polk County Jail)						

QUARTERLY COST PER COPY SERVICE CONTRACT

All B&W Copies, prints, & incoming faxes billed @ \$.0125 each

All Color Copies and prints billed @ \$.0750 each

Includes all parts, labor, supplies, and staples / Excludes paper

GENERAL MANAGER	DATE	Freight
SALES MANAGER	DATE	Subtotal
SERVICE MANAGER	DATE	Sales Tax
CUSTOMER ACCEPTANCE	DATE	TOTAL
	April 9, 2024	

TEXAS DOCUMENT SOLUTIONS, INC.*You're In Charge! SM*

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• 254-881-7500 (Fax) 254-754-0555

SERVICE / SUPPLY PLATINUM USER AGREEMENT

Terms and Conditions

1. This Agreement shall remain in full force and effect, unless cancelled by either party in writing. This Agreement may be terminated or changed at any time, by either party on thirty (30) days written notice. Customer's obligation to pay all charges, which have accrued, shall survive any termination of this Agreement, the prorated portion of any amount prepaid will be refunded.
2. Monthly and Quarterly Base costs are payable in advance based on the Copy Volume Level and specification provided on the reverse side of this agreement, whereas the excess cost per copy charges are payable in the arrears.
3. Texas Document Solutions, Inc. shall provide inspections during the contract period at appropriate intervals. Inspections may be made in conjunction with regular or emergency service calls. Inspections, as well as all service calls, shall be made during normal business hours.
4. Texas Document Solutions, Inc. will provide parts, which have been broken or worn through normal use and are necessary for servicing and maintenance adjustments. Parts damaged by misuse or carelessness will be charged to the customer in accordance with the Texas Document Solutions, Inc. parts list price. Photoreceptive Drums are included, except for facsimile systems and cartridge type copiers and printers.
5. All service calls under this Agreement will be made during normal business hours at the customer's address as shown on the reverse side hereof. Should the equipment be moved to a location in a more distant zone, there may be an increase in the annual maintenance charge. Should the equipment be moved out of the Company's authorized serving area, this contract shall be terminated. Relocation of equipment is not covered by this agreement and will be billed at the agreed upon rate.
6. This Agreement shall not apply to repairs made necessary by accident, misuse, abuse, neglect, theft, riot, vandalism, electrical power failure, or surges, acts of God, fire, water, unauthorized supplies, or other repairs made necessary by service personnel other than those of Texas Document Solutions, Inc. Charges for repairs or replacement due to the foregoing shall be borne by the Customer.
7. This Agreement does not include applicable taxes. All taxes levied or imposed, now or hereafter, by any governmental authority shall be paid by the Customer, in accordance with the law.
8. This Agreement covers only the equipment described and does not include any accessories not listed thereon, nor does it include third party add-on devices, such as accounting software and hardware, coin-op box, etc.
9. This Agreement does not cover the Customer's network or problems related to or from the connected network. There are no warranties or guarantees regarding problems associated with the operation of the Customer's software or operating systems. Texas Document Solutions, Inc. will not be held responsible for any down time at the client's location.
10. This Agreement is not transferable by the Customer, except with the written consent of Texas Document Solutions, Inc.
11. This Agreement includes all toner and developer used under normal use, unless otherwise noted. However, it does not include excess usage attributable to theft, misuse or sky copies.
12. This Agreement constitutes the entire agreement between the Customer and Texas Document Solutions, Inc. with respect to furnishing of Texas Document Solutions, Inc. service.
13. Optimum performance of the equipment covered by this Agreement can be expected only if supplies provided by, or meeting the specifications of Texas Document Solutions, Inc. are used.
14. The initial term of this Agreement shall commence on the date of equipment installation. This Agreement shall be automatically renewed upon expiration of the initial period, for successful renewal terms at the standard published service rates, in effect at the time of applicable renewal.
15. Texas Document Solutions, Inc. would setup and configure a total of 5 stations at the time of the initial sale installation. Additional charges will be billed at the standard hourly rate for a minimum of one hour for each additional work station or computer upgrade (hardware, hard drive, CPU, operating system software change, etc.).
16. Third Party Delivery Charges for consumable supplies such as toner, imaging units, waste toner bottles and staples will be billed separately.

TEXAS DOCUMENT SOLUTIONS

You're in charge!SM

Flex Rental Program

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 Polk, County of			STREET ADDRESS 602 East Church Ste. 108	
CITY Livingston	STATE Texas	ZIP 77351	PHONE (936) 327- 6811	FAX
BILLING NAME (IF DIFFERENT FROM ABOVE)			BILLING STREET ADDRESS	
CITY	STATE	ZIP	E-MAIL	
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)				

MAKE/MODEL NO./ACCESSORIES

SERIAL NO.

STARTING METER

Sharp BP550WD copier

Canon DXC259if color copier

RENTAL TERMS

RENTAL PAYMENT AMOUNT

SECURITY DEPOSIT

Term in Months 63 (mos.)	Payments of \$ 155.00 (Plus Applicable Taxes) Rental Payment Period is Monthly Unless Otherwise Indicated.	\$ N/A (Plus Applicable Taxes)
Payment includes 0 B&W images per month	Excess Usage Charge Monthly at \$ 0 per B&W image	
Payment includes 0 Color images per month	Excess Usage Charge monthly at \$.0 per Color image	

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

OWNER ACCEPTANCE

Texas Document Solutions, Inc.

DATED	OWNER	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 Owner 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.

4/2/2024	Polk, County of		County Judge
DATED	CUSTOMER	SIGNATURE	TITLE
74-6001621		Sydney Murphy	
FEDERAL TAX I.D. #		PRINT NAME	

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 and meet all obligations required under this Agreement and any supplements fully and promptly. You agree that we may make other arrangements including compromise or settlement with the customer and you waive all defenses and notice of those changes and will remain responsible for the payment and obligations of this Agreement. We do not have to notify you if the customer is in default. If the customer defaults, you will immediately pay in accordance with the default provision of the Agreement all sums due under the terms of the Agreement and will perform all the obligations of the Agreement. If it is necessary for us to proceed legally to enforce this guaranty, you expressly consent to the jurisdiction of the court set out in paragraph 14 and agree to pay all costs, including attorneys fees incurred in enforcement of this guaranty. You waive trial by jury in any action between us and waive transfer of venue. It is not necessary for us to proceed first against customer before enforcing this guaranty. By signing this guaranty, you authorize us to obtain credit bureau reports for credit and collection purposes.

		
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. Upon your signing below, your promises herein will be irrevocable and unconditional in all respects.

		
DATE OF DELIVERY	SIGNATURE	TITLE
Polk County of		County Judge

1. AGREEMENT: You agree to rent from us the personal property described under "MAKE/MODEL/ACCESSORIES" and as modified by supplements to this Master Agreement from time to time signed by you and us (such property and any upgrades, replacements, repairs and additions referred to as "Equipment") for business purposes only. You agree to all of the terms and conditions contained in this Agreement and any supplement, which together are a complete statement of our Agreement regarding the listed Equipment ("Agreement") and supercedes any purchase order or outstanding invoice. This Agreement may be modified only by written Agreement and not by course of performance. You authorize us to insert in this Agreement serial numbers and other identification about the Equipment, as well as other omitted factual matters. This Agreement becomes valid upon execution by us and will begin on the date shown and will continue from the first day of the following month for the number of consecutive months shown. The term will be extended automatically for successive 12 month terms unless you send us written notice between ninety (90) and one hundred twenty (120) days before the end of any term of your intent to return the Equipment AND complete the purchase or return within 30 days of the end of term. 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. You authorize us to insert or correct missing information on this Agreement including your proper legal name, serial numbers and any other numbers describing the Equipment. You agree to provide updated annual and/or quarterly financial statements to us upon request.

2. RENT: Rent will be payable in installments, each in the amount of the basic rental payment shown plus any applicable sales tax, use tax, or property tax. 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. In the event this Agreement is not commenced, the security deposit will be retained by us to compensate us for our documentation, processing and other expenses. If for any reason, your check is returned for nonpayment, a \$35.00 bad check charge will be assessed.

3. OWNERSHIP OF EQUIPMENT: We are the Owner of the Equipment and have sole title to the Equipment (excluding software). You agree to keep the Equipment free and clear of all liens and claims.

4. WARRANTY DISCLAIMER: WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABILITY. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. Notwithstanding any other terms and conditions of the Agreement, you agree that as to software only: a) We have not had, do not have, nor will have any title to such software, b) You have executed or will execute a separate software license agreement and we are not a party to and have no responsibilities whatsoever in regard to such license agreement, c) You have selected such software and WE MAKE NO WARRANTIES OF MERCHANTABILITY, DATA ACCURACY, SYSTEM INTEGRATION OR FITNESS FOR USE AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR THE FUNCTION OR NATURE OF SUCH SOFTWARE.

5. LOCATION OF EQUIPMENT: You will keep and use the Equipment only at your address shown above and you agree not to move it unless we agree to it. At the end of the Agreement's term, you will return the Equipment to a location we specify at your expense, in retail resalable condition, full working order, and in complete repair.

6. LOSS OR DAMAGE: You are responsible for the risk of loss or for any destruction of or damage to the Equipment. No such loss or damage relieves you from the payment obligations under this Agreement. You agree to promptly notify us in writing of any loss or damage and you will then pay to us the present value of the total of all unpaid rental payments for the full rental term plus the estimated fair market value of the Equipment at the end of the originally scheduled term, all discounted at four percent (4%) per year. 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 execute in your name any insurance drafts or checks issued due to loss or damage to the Equipment.

7. COLLATERAL PROTECTION AND INSURANCE: You are responsible for all risks of loss or damage to the Equipment and if any loss occurs you are required to satisfy all of your Rental Obligations. You will keep the Equipment insured against all risks of loss or damage for an amount equal to its replacement cost. You will list us as the sole loss payee for the insurance and give us written proof of the insurance. If you do not provide such insurance, you agree that we have the right, but not the obligation, to obtain such insurance, and add an insurance fee of the amount due from you, on which we may make a profit. We are not responsible for any losses or injuries caused by the Equipment and you will reimburse us and defend us against any such claims. This indemnity will continue after the termination of this Lease. You will obtain and maintain comprehensive public liability insurance naming us as an additional insured with coverages and amounts acceptable to us. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF YOUR RESPONSIBILITY FOR LIABILITY INSURANCE COVERAGE ON THIS EQUIPMENT.

8. INDEMNITY: We are not responsible for any loss or injuries caused by the installation or use of the Equipment. You agree to hold us harmless and reimburse us for loss and to defend us against any claim for losses or injury caused by the Equipment.

9. TAXES AND FEES: You agree to pay when due all taxes (including personal property tax, fines and penalties) and fees relating to this Agreement or the Equipment. If we pay any of the above for you, you agree to reimburse us and to pay us a processing fee for each payment we make on your behalf. In addition you agree to pay us a UCC filing fee of \$35.00 and reimburse us for all costs involved in documenting and servicing this Agreement. You further agree to pay us up to \$75.00 on the date the first payment is due as an origination fee. If the total sum of the payments exceeds \$75,000, the origination fee will be no greater than \$99.50. We reserve the right to charge a fee upon termination of this Agreement either by trade-up, buy-out or default. Any fee charged under this Agreement may include a profit and is subject to applicable taxes.

10. ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBRENT THE EQUIPMENT OR THIS AGREEMENT. We may sell, assign, or transfer this Agreement without notice. You agree that if we sell, assign, or transfer this Agreement, the new Owner 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 rights of the new Owner will not be subject to any claims, defenses, or set offs that you may have against us.

11. DEFAULT AND REMEDIES: If you do not pay any rental payment or other sum due to us or other party when due or if you break any of your promises in the Agreement or any other Agreement with us, you will be in default. If any part of a payment is late, you agree to pay a late charge of 15% of the payment which is late or if less, the maximum charge allowed by law. If you are ever in default, we may retain your security deposit and at our option, we can terminate or cancel this Agreement and require that you pay (1) the unpaid balance of this Agreement (discounted at 4%); (2) the amount of any purchase option and if none is specified, 20% of the original Equipment cost which represents our anticipated residual value in the Equipment; (3) and return the Equipment to us to a location designated by us. We may recover interest on any unpaid balance at the rate of 8% per annum. We may also use any of the remedies available to us under Article 2A of the Uniform Commercial Code as enacted in the State of Owner or its Assignee or any other law. If we refer this Agreement to an attorney for collection, you agree to pay our reasonable attorney's fees and actual court costs. If we have to take possession of the Equipment, you agree to pay the cost of repossession. The net proceeds of the sale of any repossessed 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 OR INCIDENTAL DAMAGES FOR ANY DEFAULT BY US UNDER THIS AGREEMENT. You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. It is further agreed that your rights and remedies are governed exclusively by this Agreement and you waive customer's rights under Article 2A (509-522) of the UCC.

12. UCC FILINGS: You grant us a security interest in the Equipment if this Agreement is deemed a secured transaction and you authorize us to record a UCC-1 financing statement or similar instrument, in order to show our interest in the Equipment.

13. SECURITY DEPOSIT: The security deposit is payable upon execution and non-interest bearing and is to secure your performance under this Agreement. Any security deposit made may be applied by us to satisfy any amount owed by you, in which event you will promptly restore the security deposit to its full amount as set forth above. If all conditions herein are fully complied with and provided you have not ever been in default of this Agreement per paragraph 11, the security deposit will be refunded to you after the return of the Equipment in accordance with paragraph 5.

14. CONSENT TO LAW, JURISDICTION, AND VENUE: This Agreement shall be deemed fully executed and performed in the state of Owner or its Assignee's principal place of business and shall be governed by and construed in accordance with its laws. You irrevocably agree that any dispute or claim arising under the Agreement will be adjudged or determined in any court or courts in the state of the Owner or its Assignee's principal place of business, or in any court or courts in your state of residence, or in any other court having jurisdiction over you or your assets, all at the sole election of the Owner or its Assignee. You hereby irrevocably submit generally and unconditionally to the jurisdiction of any such court so elected by Owner or its Assignee in relation to such matters and waive transfer of venue. You waive trial by jury in any action between us and waive defense of inconvenient forum.

15. DELIVERY OF ORIGINALS: You agree to submit the original master rental documents with the security deposit to the Owner via overnight courier the same day of the facsimile transmission of the rental documents. Should we fail to receive these originals, you agree to be bound by the faxed copy of this Agreement with appropriate signatures. Customer waives the right to challenge in court the authenticity of a faxed copy of this Agreement and the faxed copy shall be considered the original and shall be the binding Agreement for the purposes of any enforcement action under paragraph 11.

16. MAINTENANCE AND SUPPLIES: The charges established by this Agreement include payment for the use of the designated Equipment and accessories, maintenance by Supplier (during normal business hours); inspection, adjustment, parts replacement, drums and cleaning material required for the proper operation, as well as toner and developer. Paper must be separately purchased by you. If necessary, the service and supply portion of this Agreement may be assigned. We may charge you a Supply Freight Fee to cover our costs of shipping supplies to you.

17. OVERAGES AND COST ADJUSTMENTS: You agree to comply with any billing procedures designated by us, including notifying us of the meter reading at the end of each month. At the end of the first year of this Agreement and once each successive twelve month period, we may increase the per image charge of the images included and overages by a maximum of 6% of the existing charge.

18. UPGRADE/DOWNGRADE PROVISION: AFTER INCEPTION OF THE AGREEMENT AND UPON YOUR REQUEST, WE MAY REVIEW YOUR IMAGE VOLUME AND PROPOSE OPTIONS FOR UPGRADING OR DOWNGRADING TO ACCOMMODATE YOUR NEEDS.

FOR MUNICIPALITIES ONLY

19-A. CUSTOMER COVENANTS: You covenant and warrant that (1) it has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the payments scheduled to come due and to meet its other obligations under the Agreement and such funds have not been expended for other purposes; and

(2) that there is no action, suit, proceeding or investigation pending, or threatened in any court or other tribunal or competent jurisdiction, state or federal or before any public board or body, which in any way would (a) restrain or enjoin the delivery of the Agreement or the ability of you to make its Base Payments (as set out above); (b) contest or affect the authority for the execution or delivery of, or the validity of, the Agreement; or (c) contest the existence and powers of you; nor is there any basis for any such action, suit, proceeding or investigation; and

(3) That the Equipment will be operated and controlled by you and will be used for essential government purposes and will be essential for the term of the Agreement.

(4) You have not previously terminated a rental for non-appropriation, except as specifically described in a letter appended hereto.

19-B. SIGNATURES: Each signor (two if monthly payment exceeds \$1,200) warrants that he/she is fully conversant with the governing relevant legal and regulatory provisions and has full power and authorization to bind you. Signor(s) for you further warrant(s) its governing body has taken the necessary steps; including any legal bid requirements, under applicable law to arrange for acquisition of the Equipment; the approval and execution has been in accordance with all applicable open meeting laws; and that a resolution of the governing body of you authorizing execution of the Agreement has been duly adopted and remains in full force and effect.

19-C. NON APPROPRIATION: In the event you are in default under the Agreement because:

1. Funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all of your obligations under the Agreement during said fiscal period;

2. Such non-appropriation did not result from any act or failure to act of you;

3. You have exhausted all funds legally available for all payment due under the Agreement; and

4. There is no other legal procedure by which payment can be made to Owner.

Then, provided that (a) you have given Owner written notice of the occurrence of paragraph 1 above thirty (30) days prior to such occurrence; (b) Owner has received a written opinion from your counsel verifying the same within ten (10) days thereafter upon receipt of the Equipment delivered to a location designated by Owner, at your expense, Owners remedies for such default shall be to terminate the Agreement at the end of the fiscal period during which notice is given; retain the advance payments, if any; and/or sell, dispose of, hold, use or rent the Equipment as Owner in its sole discretion may desire, without any duty to account to you.

FISCAL FUNDING ADDENDUM

LESSEE	Full Legal Name <u>Polk, County of</u>	DBA Name (If Any) _____
	Billing Address <u>602 East Church Ste. 108</u>	Phone Number <u>(936) 327-6811</u>
	City <u>Livingston</u>	County <u>Polk</u> State <u>TX</u> Zip Code <u>77351</u>
	Lease Number _____	Lease Date _____

Lessee warrants that it has funds available to pay all rents (the "Lease Payments") payable under the above - identified Lease until the end of Lessee's current appropriation periods. If Lessee's legislative body or other funding authority does not appropriate funds for Lease Payments for any subsequent appropriation period and Lessee does not otherwise have funds available to lawfully pay the Lease Payments (a "Non-Appropriation Event") Lessee may, subject to the conditions herein and upon prior written notice to Lessor (the "Non-Appropriation Notice"), effective sixty (60) days after the later of Lessor's receipt of same or the end of the Lessee's current appropriation period (the "Non-Appropriation Date"), terminate the Lease and be released of its obligation to make all Lease Payments due Lessor coming due after the Non-Appropriation Date. As a condition to exercising its rights under the Addendum Lessee shall (1) provide in the Non-Appropriation Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (2) deliver to Lessor an opinion of Lessee's counsel (addressed to Lessor) verifying that the Non-Appropriation Event as set forth in the Non-Appropriation Notice has occurred, (3) return the equipment subject to the Lease (the "Equipment") on or before the Non-Appropriation Date to Lessor or a location designated by Lessor, in the condition required by, and in accordance with the return provisions of, the Lease and at Lessee's expense, and (4) pay Lessor all sums payable to Lessor under the Lease up to the Non-Appropriation Date.

In the event of any Non-Appropriation Event, Lessor shall retain all sums paid hereunder or under the Lease by Lessee, including the Security Deposit (if any) specified in the Lease.

Lessee further represents, warrants and covenants for the benefit of Lessor that:

- (a) Lessee is a municipal corporation and political subdivision duly organized and existing under the constitution and laws of the State.
- (b) Lessee is authorized under the constitution and laws of the State, and has been duly authorized to enter into this Lease and the transaction contemplated hereby and to perform all of its obligations hereunder.
- (c) This Lease constitutes the legal, valid and binding obligation of the Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.
- (d) Lessee has complied with such public bidding requirements as may be applicable to this Lease.
- (e) The Equipment described in this Lease is essential to the function of the Lessee or to the service Lessee provides to its citizens. The Lessee has an immediate need for, and expects to make immediate use of, substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future.
- (f) Lessee has never failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease, lease purchase, installment sale or other similar agreement.

This Addendum is not intended to permit Lessee to terminate the Lease at will or for convenience.

YOU AGREE THAT A FACSIMILE COPY OF THIS DOCUMENT WITH FACSIMILE SIGNATURES MAY BE TREATED AS AN ORIGINAL AND WILL BE ADMISSIBLE AS EVIDENCE IN A COURT OF LAW.

LESSEE SIGNATURE	Signature X _____ <small>(MUST BE SIGNED BY AUTHORIZED REPRESENTATIVE OR OFFICER OF GOVERNMENT ENTITY)</small>
	Print Name <u>Sydney Murphy</u>
	Title <u>County Judge</u> Date <u>4/9/2024</u>
	Name of Government Entity <u>Polk, County of</u>

ACCEPTED BY LESSOR	Signature X _____
	Print Name _____
	Title _____ Date _____
	Name of Corporation or Partnership _____

TEXAS DOCUMENT SOLUTIONS, INC.

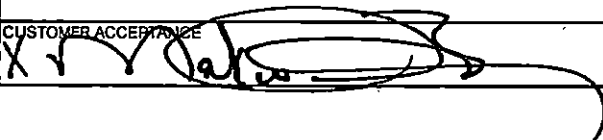
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 • 254-881-7500 (Fax) 254-754-0555

SALES & SERVICE ORDER AGREEMENT

CUSTOMER NO.	ORDER DATE	INSTALL DATE	TECH REP.	SALES REP. Rayburn Hance		
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 auditorsoffice@co.polk.tx.us		CONTACT				
PHONE (936) 327-6811	EMAIL	PHONE	EMAIL			
ADDITIONAL COMMENTS						
<input type="checkbox"/> New Customer <input checked="" type="checkbox"/> Existing Customer		CUSTOMER STATUS: <input checked="" type="checkbox"/> CGEM/NJPA Account <input type="checkbox"/> State Contract		<input checked="" type="checkbox"/> Flex Rental <input type="checkbox"/> Sale		
		TYPE ACTION REQUEST: <input type="checkbox"/> Trial Dates: <input type="checkbox"/> Other:		SHIP VIA: P.O. NO.		
QTY	PROD. NO.	DESCRIPTION	SERIAL NO.	METER	UNIT PRICE	TOTAL
1	5847C003AA	Canon DXC259if color copier (ID# T				\$ 69.00 per mo.
1	9579B003AA	AJ1 paper desk				63 month
		(Polk County PCT. 2.R&B)				Flex Rental
QUARTERLY COST PER COPY SERVICE CONTRACT						
All B&W Copies, prints, & incoming faxes billed @ \$.0125 each						
All Color Copies and prints billed @ \$.0750 each						
Includes all parts, labor, supplies, and staples / Excludes paper						
GENERAL MANAGER			DATE		Freight	
SALES MANAGER			DATE		Subtotal	
SERVICE MANAGER			DATE		Sales Tax	
CUSTOMER ACCEPTANCE			DATE		TOTAL	
			04.09.2024			

TEXAS DOCUMENT SOLUTIONS, INC.*You're In Charge!*

Austin, TX 78758
Bryan, TX 77802
Lufkin, TX 75901
Tyler, TX 75703
Waco, TX 76712

• 2800 Longhorn Blvd #101
• 724 East Villa Maria #500
• 2003 Atkinson Drive
• 4619 Troup Highway
• 6700 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

SERVICE / SUPPLY PLATINUM USER AGREEMENT**Terms and Conditions**

1. This Agreement shall remain in full force and effect, unless cancelled by either party in writing. This Agreement may be terminated or changed at any time, by either party on thirty (30) days written notice. Customer's obligation to pay all charges, which have accrued, shall survive any termination of this Agreement, the prorated portion of any amount prepaid will be refunded.
2. Monthly and Quarterly Base costs are payable in advance based on the Copy Volume Level and specification provided on the reverse side of this agreement, whereas the excess cost per copy charges are payable in the arrears.
3. Texas Document Solutions, Inc. shall provide inspections during the contract period at appropriate intervals. Inspections may be made in conjunction with regular or emergency service calls. Inspections, as well as all service calls, shall be made during normal business hours.
4. Texas Document Solutions, Inc. will provide parts, which have been broken or worn through normal use and are necessary for servicing and maintenance adjustments. Parts damaged by misuse or carelessness will be charged to the customer in accordance with the Texas Document Solutions, Inc. parts list price. Photoreceptive Drums are included, except for facsimile systems and cartridge type copiers and printers.
5. All service calls under this Agreement will be made during normal business hours at the customer's address as shown on the reverse side hereof. Should the equipment be moved to a location in a more distant zone, there may be an increase in the annual maintenance charge. Should the equipment be moved out of the Company's authorized serving area, this contract shall be terminated. Relocation of equipment is not covered by this agreement and will be billed at the agreed upon rate.
6. This Agreement shall not apply to repairs made necessary by accident, misuse, abuse, neglect, theft, riot, vandalism, electrical power failure, or surges, acts of God, fire, water, unauthorized supplies, or other repairs made necessary by service personnel other than those of Texas Document Solutions, Inc. Charges for repairs or replacement due to the foregoing shall be borne by the Customer.
7. This Agreement does not include applicable taxes. All taxes levied or imposed, now or hereafter, by any governmental authority shall be paid by the Customer, in accordance with the law.
8. This Agreement covers only the equipment described and does not include any accessories not listed thereon, nor does it include third party add-on devices, such as accounting software and hardware, coin-op box, etc.
9. This Agreement does not cover the Customer's network or problems related to or from the connected network. There are no warranties or guarantees regarding problems associated with the operation of the Customer's software or operating systems. Texas Document Solutions, Inc. will not be held responsible for any down time at the client's location.
10. This Agreement is not transferable by the Customer, except with the written consent of Texas Document Solutions, Inc.
11. This Agreement includes all toner and developer used under normal use, unless otherwise noted. However, it does not include excess usage attributable to theft, misuse or sky copies.
12. This Agreement constitutes the entire agreement between the Customer and Texas Document Solutions, Inc. with respect to furnishing of Texas Document Solutions, Inc. service.
13. Optimum performance of the equipment covered by this Agreement can be expected only if supplies provided by, or meeting the specifications of Texas Document Solutions, Inc. are used.
14. The initial term of this Agreement shall commence on the date of equipment installation. This Agreement shall be automatically renewed upon expiration of the initial period, for successful renewal terms at the standard published service rates, in effect at the time of applicable renewal.
15. Texas Document Solutions, Inc. would setup and configure a total of 5 stations at the time of the initial sale installation. Additional charges will be billed at the standard hourly rate for a minimum of one hour for each additional work station or computer upgrade (hardware, hard drive, CPU, operating system software change, etc.).
16. Third Party Delivery Charges for consumable supplies such as toner, imaging units, waste toner bottles and staples will be billed separately.

JSSS, P.S. 10

[Handwritten signature]

TEXAS DOCUMENT SOLUTIONS

You're in charge! SM

Flex Rental Program

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 Polk, County of			STREET ADDRESS 602 East Church Ste. 108	
CITY Livingston	STATE Texas	ZIP 77351	PHONE (936) 327- 6811	FAX
BILLING NAME (IF DIFFERENT FROM ABOVE)			BILLING STREET ADDRESS	
CITY	STATE	ZIP	E-MAIL	
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)				

MAKE/MODEL NO./ACCESSORIES

SERIAL NO.

STARTING METER

Canon DXC259if color copier

RENTAL TERMS

RENTAL PAYMENT AMOUNT

SECURITY DEPOSIT

Term In Months 63 (mos.)	Payments of \$ <u>69.00</u> (Plus Applicable Taxes) Rental Payment Period Is Monthly Unless Otherwise Indicated.	\$ <u>N/A</u> (Plus Applicable Taxes)
Payment includes 0 B&W images per month	Excess Usage Charge Monthly at \$ 0 per B&W image	
Payment includes 0 Color images per month	Excess Usage Charge monthly at \$.0 per Color image	

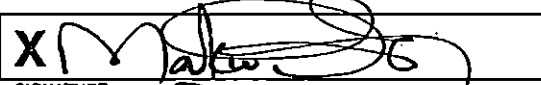
THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT, THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

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 (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 Owner 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.

4/2/2024	Polk, County of		Pct2 Commissioner County Judge
DATED	CUSTOMER	SIGNATURE	TITLE
74-6001621		MARK ROSE	Pct. 2 Commissioner
FEDERAL TAX I.D. #		PRINT NAME	

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 and meet all obligations required under this Agreement and any supplements fully and promptly. You agree that we may make other arrangements including compromise or settlement with the customer and you waive all defenses and notice of those changes and will remain responsible for the payment and obligations of this Agreement. We do not have to notify you if the customer is in default. If the customer defaults, you will immediately pay in accordance with the default provision of the Agreement all sums due under the terms of the Agreement and will perform all the obligations of the Agreement. If it is necessary for us to proceed legally to enforce this guaranty, you expressly consent to the jurisdiction of the court set out in paragraph 14 and agree to pay all costs, including attorneys fees incurred in enforcement of this guaranty. You waive trial by jury in any action between us and waive transfer of venue. It is not necessary for us to proceed first against customer before enforcing this guaranty. By signing this guaranty, you authorize us to obtain credit bureau reports for credit and collection purposes.

	<input checked="" type="checkbox"/>	
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. Upon your signing below, your promises herein will be irrevocable and unconditional in all respects.

	<input checked="" type="checkbox"/>	
Polk County of		Pct2 Commissioner County Judge
DATE OF DELIVERY	CUSTOMER	SIGNATURE
		TITLE

1. AGREEMENT: You agree to rent from us the personal property described under "MAKE/MODEL/ACCESSORIES" and as modified by supplements to this Master Agreement from time to time signed by you and us (such property and any upgrades, replacements, repairs and additions referred to as "Equipment") for business purposes only. You agree to all of the terms and conditions contained in this Agreement and any supplement, which together are a complete statement of our Agreement regarding the listed Equipment ("Agreement") and supersedes any purchase order or outstanding invoice. This Agreement may be modified only by written Agreement and not by course of performance. You authorize us to insert in this Agreement serial numbers and other identification about the Equipment, as well as other omitted factual matters. This Agreement becomes valid upon execution by us and will begin on the date shown and will continue from the first day of the following month for the number of consecutive months shown. The term will be extended automatically for successive 12 month terms unless you send us written notice between ninety (90) and one hundred twenty (120) days before the end of any term of your intent to return the Equipment AND complete the purchase or return within 30 days of the end of term. 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. You authorize us to insert or correct missing information on this Agreement including your proper legal name, serial numbers and any other numbers describing the Equipment. You agree to provide updated annual and/or quarterly financial statements to us upon request.

2. RENT: Rent will be payable in installments, each in the amount of the basic rental payment shown plus any applicable sales tax, use tax, or property tax. 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. In the event this Agreement is not commenced, the security deposit will be retained by us to compensate us for our documentation, processing and other expenses. If for any reason, your check is returned for nonpayment, a \$35.00 bad check charge will be assessed.

3. OWNERSHIP OF EQUIPMENT: We are the Owner of the Equipment and have sole title to the Equipment (excluding software). You agree to keep the Equipment free and clear of all liens and claims.

4. WARRANTY DISCLAIMER: WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. Notwithstanding any other terms and conditions of the Agreement, you agree that as to software only: a) We have not had, do not have, nor will have any title to such software, b) You have executed or will execute a separate software license agreement and we are not a party to and have no responsibilities whatsoever in regard to such license agreement, c) You have selected such software and WE MAKE NO WARRANTIES OF MERCHANTABILITY, DATA ACCURACY, SYSTEM INTEGRATION OR FITNESS FOR USE AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR THE FUNCTION OR NATURE OF SUCH SOFTWARE.

5. LOCATION OF EQUIPMENT: You will keep and use the Equipment only at your address shown above and you agree not to move it unless we agree to it. At the end of the Agreement's term, you will return the Equipment to a location we specify at your expense, in retail resaleable condition, full working order, and in complete repair.

6. LOSS OR DAMAGE: You are responsible for the risk of loss or for any destruction of or damage to the Equipment. No such loss or damage relieves you from the payment obligations under this Agreement. You agree to promptly notify us in writing of any loss or damage and you will then pay to us the present value of the total of all unpaid rental payments for the full rental term plus the estimated fair market value of the Equipment at the end of the originally scheduled term, all discounted at four percent (4%) per year. 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 execute in your name any insurance drafts or checks issued due to loss or damage to the Equipment.

7. COLLATERAL PROTECTION AND INSURANCE: You are responsible for all risks of loss or damage to the Equipment and if any loss occurs you are required to satisfy all of your Rental Obligations. You will keep the Equipment insured against all risks of loss or damage for an amount equal to its replacement cost. You will list us as the sole loss payee for the insurance and give us written proof of the insurance. If you do not provide such insurance, you agree that we have the right, but not the obligation, to obtain such insurance, and add an insurance fee of the amount due from you, on which we may make a profit. We are not responsible for any losses or injuries caused by the Equipment and you will reimburse us and defend us against any such claims. This indemnity will continue after the termination of this Lease. You will obtain and maintain comprehensive public liability insurance naming us as an additional insured with coverages and amounts acceptable to us. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF YOUR RESPONSIBILITY FOR LIABILITY INSURANCE COVERAGE ON THIS EQUIPMENT.

8. INDEMNITY: We are not responsible for any loss or injuries caused by the installation or use of the Equipment. You agree to hold us harmless and reimburse us for loss and to defend us against any claim for losses or injury caused by the Equipment.

9. TAXES AND FEES: You agree to pay when due all taxes (including personal property tax, fines and penalties) and fees relating to this Agreement or the Equipment. If we pay any of the above for you, you agree to reimburse us and to pay us a processing fee for each payment we make on your behalf. In addition you agree to pay us a UCC filing fee of \$35.00 and reimburse us for all costs involved in documenting and servicing this Agreement. You further agree to pay us up to \$75.00 on the date the first payment is due as an origination fee. If the total sum of the payments exceeds \$75,000, the origination fee will be no greater than \$99.50. We reserve the right to charge a fee upon termination of this Agreement either by trade-up, buy-out or default. Any fee charged under this Agreement may include a profit and is subject to applicable taxes.

10. ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBRENT THE EQUIPMENT OR THIS AGREEMENT. We may sell, assign, or transfer this Agreement without notice. You agree that if we sell, assign, or transfer this Agreement, the new Owner 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 rights of the new Owner will not be subject to any claims, defenses, or set offs that you may have against us.

11. DEFAULT AND REMEDIES: If you do not pay any rental payment or other sum due to us or other party when due or if you break any of your promises in the Agreement or any other Agreement with us, you will be in default. If any part of a payment is late, you agree to pay a late charge of 15% of the payment which is late or if less, the maximum charge allowed by law. If you are ever in default, we may retain your security deposit and at our option, we can terminate or cancel this Agreement and require that you pay (1) the unpaid balance of this Agreement (discounted at 4%); (2) the amount of any purchase option and if none is specified, 20% of the original Equipment cost which represents our anticipated residual value in the Equipment; (3) and return the Equipment to us to a location designated by us. We may recover interest on any unpaid balance at the rate of 8% per annum. We may also use any of the remedies available to us under Article 2A of the Uniform Commercial Code as enacted in the State of Owner or its Assignee or any other law. If we refer this Agreement to an attorney for collection, you agree to pay our reasonable attorney's fees and actual court costs. If we have to take possession of the Equipment, you agree to pay the cost of repossession. The net proceeds of the sale of any repossessed 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 OR INCIDENTAL DAMAGES FOR ANY DEFAULT BY US UNDER THIS AGREEMENT. You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. It is further agreed that your rights and remedies are governed exclusively by this Agreement and you waive customer's rights under Article 2A (508-522) of the UCC.

12. UCC FILINGS: You grant us a security interest in the Equipment if this Agreement is deemed a secured transaction and you authorize us to record a UCC-1 financing statement or similar instrument, in order to show our interest in the Equipment.

13. SECURITY DEPOSIT: The security deposit is payable upon execution and non-interest bearing and is to secure your performance under this Agreement. Any security deposit made may be applied by us to satisfy any amount owed by you, in which event you will promptly restore the security deposit to its full amount as set forth above. If all conditions herein are fully complied with and provided you have not ever been in default of this Agreement per paragraph 11, the security deposit will be refunded to you after the return of the Equipment in accordance with paragraph 5.

14. CONSENT TO LAW, JURISDICTION, AND VENUE: This Agreement shall be deemed fully executed and performed in the state of Owner or its Assignee's principal place of business and shall be governed by and construed in accordance with its laws. You irrevocably agree that any dispute or claim arising under the Agreement will be adjudged or determined in any court or courts in the state of the Owner or its Assignee's principal place of business, or in any court or courts in your state of residence, or in any other court having jurisdiction over you or your assets, all at the sole election of the Owner or its Assignee. You hereby irrevocably submit generally and unconditionally to the jurisdiction of any such court so elected by Owner or its Assignee in relation to such matters and waive transfer of venue. You waive trial by jury in any action between us and waive defense of inconvenient forum.

15. DELIVERY OF ORIGINALS: You agree to submit the original master rental documents with the security deposit to the Owner via overnight courier the same day of the facsimile transmission of the rental documents. Should we fail to receive these originals, you agree to be bound by the faxed copy of this Agreement with appropriate signatures. Customer waives the right to challenge in court the authenticity of a faxed copy of this Agreement and the faxed copy shall be considered the original and shall be the binding Agreement for the purposes of any enforcement action under paragraph 11.

16. MAINTENANCE AND SUPPLIES: The charges established by this Agreement include payment for the use of the designated Equipment and accessories, maintenance by Supplier (during normal business hours); inspection, adjustment, parts replacement, drums and cleaning material required for the proper operation; as well as toner and developer. Paper must be separately purchased by you. If necessary, the service and supply portion of this Agreement may be assigned. We may charge you a Supply Freight Fee to cover our costs of shipping supplies to you.

17. OVERAGES AND COST ADJUSTMENTS: You agree to comply with any billing procedures designated by us, including notifying us of the meter reading at the end of each month. At the end of the first year of this Agreement and once each successive twelve month period, we may increase the per image charge of the images included and overages by a maximum of 6% of the existing charge.

18. UPGRADE/DOWNGRADE PROVISION: AFTER INCEPTION OF THE AGREEMENT AND UPON YOUR REQUEST, WE MAY REVIEW YOUR IMAGE VOLUME AND PROPOSE OPTIONS FOR UPGRADING OR DOWNGRADING TO ACCOMMODATE YOUR NEEDS.

FOR MUNICIPALITIES ONLY

19-A. CUSTOMER COVENANTS: You covenant and warrant that (1) it has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the payments scheduled to come due and to meet its other obligations under the Agreement and such funds have not been expended for other purposes; and (2) that there is no action, suit, proceeding or investigation pending, or threatened in any court or other tribunal or competent jurisdiction, state or federal or before any public board or body, which in any way would (a) restrain or enjoin the delivery of the Agreement or the ability of you to make its Base Payments (as set out above); (b) contest or affect the authority for the execution or delivery of, or the validity of, the Agreement; or (c) contest the existence and powers of you; nor is there any basis for any such action, suit, proceeding or investigation; and (3) That the Equipment will be operated and controlled by you and will be used for essential government purposes and will be essential for the term of the Agreement.

(4) You have not previously terminated a rental for non-appropriation, except as specifically described in a letter appended hereto.

19-B. SIGNATURES: Each signor (two if monthly payment exceeds \$1,200) warrants that he/she is fully conversant with the governing relevant legal and regulatory provisions and has full power and authorization to bind you. Signor(s) for you further warrant(s) its governing body has taken the necessary steps; including any legal bid requirements, under applicable law to arrange for acquisition of the Equipment; the approval and execution has been in accordance with all applicable open meeting laws; and that a resolution of the governing body of you authorizing execution of the Agreement has been duly adopted and remains in full force and effect.

19-C. NON APPROPRIATION: In the event you are in default under the Agreement because:

1. Funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all of your obligations under the Agreement during said fiscal period;
2. Such non-appropriation did not result from any act or failure to act of you;
3. You have exhausted all funds legally available for all payment due under the Agreement; and
4. There is no other legal procedure by which payment can be made to Owner.

Then, provided that (a) you have given Owner written notice of the occurrence of paragraph 1 above thirty (30) days prior to such occurrence; (b) Owner has received a written opinion from your counsel verifying the same within ten (10) days thereafter upon receipt of the Equipment delivered to a location designated by Owner, at your expense, Owners remedies for such default shall be to terminate the Agreement at the end of the fiscal period during which notice is given; retain the advance payments, if any; and/or sell, dispose of, hold, use or rent the Equipment as Owner in its sole discretion may desire, without any duty to account to you.

FISCAL FUNDING ADDENDUM

LESSEE	Full Legal Name <u>Polk, County of</u> DBA Name (If Any) _____
	Billing Address <u>602 East Church Ste. 108</u> Phone Number <u>(936) 327-6811</u>
	City <u>Livingston</u> County <u>Polk</u> State <u>TX</u> Zip Code <u>77351</u>
	Lease Number _____ Lease Date _____

Lessee warrants that it has funds available to pay all rents (the "Lease Payments") payable under the above - identified Lease until the end of Lessee's current appropriation periods. If Lessee's legislative body or other funding authority does not appropriate funds for Lease Payments for any subsequent appropriation period and Lessee does not otherwise have funds available to lawfully pay the Lease Payments (a "Non-Appropriation Event") Lessee may, subject to the conditions herein and upon prior written notice to Lessor (the "Non-Appropriation Notice"), effective sixty (60) days after the later of Lessor's receipt of same or the end of the Lessee's current appropriation period (the "Non-Appropriation Date"), terminate the Lease and be released of its obligation to make all Lease Payments due Lessor coming due after the Non-Appropriation Date. As a condition to exercising its rights under the Addendum Lessee shall (1) provide in the Non-Appropriation Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (2) deliver to Lessor an opinion of Lessee's counsel (addressed to Lessor) verifying that the Non-Appropriation Event as set forth in the Non-Appropriation Notice has occurred, (3) return the equipment subject to the Lease (the "Equipment") on or before the Non-Appropriation Date to Lessor or a location designated by Lessor, in the condition required by, and in accordance with the return provisions of, the Lease and at Lessee's expense, and (4) pay Lessor all sums payable to Lessor under the Lease up to the Non-Appropriation Date.

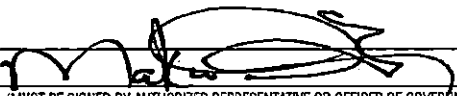
In the event of any Non-Appropriation Event, Lessor shall retain all sums paid hereunder or under the Lease by Lessee, including the Security Deposit (if any) specified in the Lease.

Lessee further represents, warrants and covenants for the benefit of Lessor that:

- (a) Lessee is a municipal corporation and political subdivision duly organized and existing under the constitution and laws of the State.
- (b) Lessee is authorized under the constitution and laws of the State, and has been duly authorized to enter into this Lease and the transaction contemplated hereby and to perform all of its obligations hereunder.
- (c) This Lease constitutes the legal, valid and binding obligation of the Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.
- (d) Lessee has complied with such public bidding requirements as may be applicable to this Lease.
- (e) The Equipment described in this Lease is essential to the function of the Lessee or to the service Lessee provides to its citizens. The Lessee has an immediate need for, and expects to make immediate use of, substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future.
- (f) Lessee has never failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease, lease purchase, installment sale or other similar agreement.

This Addendum is not intended to permit Lessee to terminate the Lease at will or for convenience.

YOU AGREE THAT A FACSIMILE COPY OF THIS DOCUMENT WITH FACSIMILE SIGNATURES MAY BE TREATED AS AN ORIGINAL AND WILL BE ADMISSIBLE AS EVIDENCE IN A COURT OF LAW.

LESSEE SIGNATURE	Signature X  (MUST BE SIGNED BY AUTHORIZED REPRESENTATIVE OR OFFICER OF GOVERNMENT ENTITY)
	Print Name Sydney Murphy <u>Mark Dubose</u>
	Title County Judge <u>Pct2 Commissioner</u> Date <u>4/9/24</u>
	Name of Government Entity <u>Polk, County of</u>

ACCEPTED BY LESSOR	Signature X _____
	Print Name _____
	Title _____ Date _____
	Name of Corporation or Partnership _____

TEXAS DOCUMENT SOLUTIONS, INC.

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 • 254-881-7500 (Fax) 254-754-0555

SALES & SERVICE ORDER AGREEMENT

CUSTOMER NO.	ORDER DATE	INSTALL DATE	TECH REP.	SALES REP. Rayburn Hance
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 auditorsoffice@co.polk.tx.us		CONTACT		
PHONE (936) 327-6811	EMAIL	PHONE	EMAIL	
ADDITIONAL COMMENTS				

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

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

QTY.	PROD. NO.	DESCRIPTION	SERIAL NO.	METER	UNIT PRICE	TOTAL
1	5846C003AA	Canon DXC359if color copier (ID# T				\$ 75.00 per mo.
1	9579B003AA	AJ1 paper desk				63 month
		(Polk County PCT. 4 R&B)				Flex Rental

QUARTERLY COST PER COPY SERVICE CONTRACT

All B&W Copies, prints, & incoming faxes billed @ \$.0125 each

All Color Copies and prints billed @ \$.0750 each

Includes all parts, labor, supplies, and staples / Excludes paper

GENERAL MANAGER	DATE	Freight
SALES MANAGER	DATE	Subtotal
SERVICE MANAGER	DATE	Sales Tax
CUSTOMER ACCEPTANCE <i>[Signature]</i>	DATE April 9, 2024	TOTAL

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4. Texas Document Solutions, Inc. will provide parts, which have been broken or worn through normal use and are necessary for servicing and maintenance adjustments. Parts damaged by misuse or carelessness will be charged to the customer in accordance with the Texas Document Solutions, Inc. parts list price. Photoreceptive Drums are included, except for facsimile systems and cartridge type copiers and printers.
5. All service calls under this Agreement will be made during normal business hours at the customer's address as shown on the reverse side hereof. Should the equipment be moved to a location in a more distant zone, there may be an increase in the annual maintenance charge. Should the equipment be moved out of the Company's authorized serving area, this contract shall be terminated. Relocation of equipment is not covered by this agreement and will be billed at the agreed upon rate.
6. This Agreement shall not apply to repairs made necessary by accident, misuse, abuse, neglect, theft, riot, vandalism, electrical power failure, or surges, acts of God, fire, water, unauthorized supplies, or other repairs made necessary by service personnel other than those of Texas Document Solutions, Inc. Charges for repairs or replacement due to the foregoing shall be borne by the Customer.
7. This Agreement does not include applicable taxes. All taxes levied or imposed, now or hereafter, by any governmental authority shall be paid by the Customer, in accordance with the law.
8. This Agreement covers only the equipment described and does not include any accessories not listed thereon, nor does it include third party add-on devices, such as accounting software and hardware, coin-op box, etc.
9. This Agreement does not cover the Customer's network or problems related to or from the connected network. There are no warranties or guarantees regarding problems associated with the operation of the Customer's software or operating systems. Texas Document Solutions, Inc. will not be held responsible for any down time at the client's location.
10. This Agreement is not transferable by the Customer, except with the written consent of Texas Document Solutions, Inc.
11. This Agreement includes all toner and developer used under normal use, unless otherwise noted. However, it does not include excess usage attributable to theft, misuse or sky copies.
12. This Agreement constitutes the entire agreement between the Customer and Texas Document Solutions, Inc. with respect to furnishing of Texas Document Solutions, Inc. service.
13. Optimum performance of the equipment covered by this Agreement can be expected only if supplies provided by, or meeting the specifications of Texas Document Solutions, Inc. are used.
14. The initial term of this Agreement shall commence on the date of equipment installation. This Agreement shall be automatically renewed upon expiration of the initial period, for successful renewal terms at the standard published service rates, in effect at the time of applicable renewal.
15. Texas Document Solutions, Inc. would setup and configure a total of 5 stations at the time of the initial sale installation. Additional charges will be billed at the standard hourly rate for a minimum of one hour for each additional work station or computer upgrade (hardware, hard drive, CPU, operating system software change, etc.).
16. Third Party Delivery Charges for consumable supplies such as toner, imaging units, waste toner bottles and staples will be billed separately.

TEXAS DOCUMENT SOLUTIONS

You're in charge!SM

Flex Rental Program

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 Polk, County of			STREET ADDRESS 602 East Church Ste. 108	
CITY Livingston	STATE Texas	ZIP 77351	PHONE (936) 327- 6811	FAX
BILLING NAME (IF DIFFERENT FROM ABOVE)			BILLING STREET ADDRESS	
CITY	STATE	ZIP	E-MAIL	
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)				

MAKE/MODEL NO./ACCESSORIES

SERIAL NO.

STARTING METER

Canon DXC359if color copier

RENTAL TERMS

RENTAL PAYMENT AMOUNT

SECURITY DEPOSIT

Term in Months 63 (mos.)	Payments of \$ <u>75.00</u> (Plus Applicable Taxes) Rental Payment Period is Monthly Unless Otherwise Indicated.	\$ <u>N/A</u> (Plus Applicable Taxes)
Payment includes 0 B&W images per month	Excess Usage Charge Monthly at \$ 0 per B&W image	
Payment includes 0 Color images per month	Excess Usage Charge monthly at \$ 0 per Color image	

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

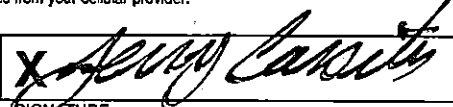
OWNER ACCEPTANCE

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 (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 Owner 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.

4/2/2024 Polk, County of  Pct 4 Commission
 DATED CUSTOMER SIGNATURE TITLE
 74-6001621 Jerry Cassity
 FEDERAL TAX I.D. # PRINT NAME

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 and meet all obligations required under this Agreement and any supplements fully and promptly. You agree that we may make other arrangements including compromise or settlement with the customer and you waive all defenses and notice of those changes and will remain responsible for the payment and obligations of this Agreement. We do not have to notify you if the customer is in default. If the customer defaults, you will immediately pay in accordance with the default provision of the Agreement all sums due under the terms of the Agreement and will perform all the obligations of the Agreement. If it is necessary for us to proceed legally to enforce this guaranty, you expressly consent to the jurisdiction of the court set out in paragraph 14 and agree to pay all costs, including attorneys fees incurred in enforcement of this guaranty. You waive trial by jury in any action between us and waive transfer of venue. It is not necessary for us to proceed first against customer before enforcing this guaranty. By signing this guaranty, you authorize us to obtain credit bureau reports for credit and collection purposes.

 X
 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. Upon your signing below, your promises herein will be irrevocable and unconditional in all respects.

Polk County of  X Pct 4 Commission
 DATE OF DELIVERY CUSTOMER SIGNATURE TITLE
 County Judge

1. **AGREEMENT:** You agree to rent from us the personal property described under "MAKE/MODEL/ACCESSORIES" and as modified by supplements to this Master Agreement from time to time signed by you and us (such property and any upgrades, replacements, repairs and additions referred to as "Equipment") for business purposes only. You agree to all of the terms and conditions contained in this Agreement and any supplement, which together are a complete statement of our Agreement regarding the listed Equipment ("Agreement") and supersedes any purchase order or outstanding invoice. This Agreement may be modified only by written Agreement and not by course of performance. You authorize us to insert in this Agreement serial numbers and other identification about the Equipment, as well as other omitted factual matters. This Agreement becomes valid upon execution by us and will begin on the date shown and will continue from the first day of the following month for the number of consecutive months shown. The term will be extended automatically for successive 12 month terms unless you send us written notice between ninety (90) and one hundred twenty (120) days before the end of any term of your intent to return the Equipment AND complete the purchase or return within 30 days of the end of term. 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. You authorize us to insert or correct missing information on this Agreement including your proper legal name, serial numbers and any other numbers describing the Equipment. You agree to provide updated annual and/or quarterly financial statements to us upon request.

2. **RENT:** Rent will be payable in installments, each in the amount of the basic rental payment shown plus any applicable sales tax, use tax, or property tax. 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. In the event this Agreement is not commenced, the security deposit will be retained by us to compensate us for our documentation, processing and other expenses. If for any reason, your check is returned for nonpayment, a \$35.00 bad check charge will be assessed.

3. **OWNERSHIP OF EQUIPMENT:** We are the Owner of the Equipment and have sole title to the Equipment (excluding software). You agree to keep the Equipment free and clear of all liens and claims.

4. **WARRANTY DISCLAIMER: WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABILITY. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US.** Notwithstanding any other terms and conditions of the Agreement, you agree that as to software only: a) We have not had, do not have, nor will have any title to such software, b) You have executed or will execute a separate software license agreement and we are not a party to and have no responsibilities whatsoever in regard to such license agreement, c) You have selected such software and WE MAKE NO WARRANTIES OF MERCHANTABILITY, DATA ACCURACY, SYSTEM INTEGRATION OR FITNESS FOR USE AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR THE FUNCTION OR NATURE OF SUCH SOFTWARE.

5. **LOCATION OF EQUIPMENT:** You will keep and use the Equipment only at your address shown above and you agree not to move it unless we agree to it. At the end of the Agreement's term, you will return the Equipment to a location we specify at your expense, in retail resalable condition, full working order, and in complete repair.

6. **LOSS OR DAMAGE:** You are responsible for the risk of loss or for any destruction of or damage to the Equipment. No such loss or damage relieves you from the payment obligations under this Agreement. You agree to promptly notify us in writing of any loss or damage and you will then pay to us the present value of the total of all unpaid rental payments for the full rental term plus the estimated fair market value of the Equipment at the end of the originally scheduled term, all discounted at four percent (4%) per year. 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 execute in your name any insurance drafts or checks issued due to loss or damage to the Equipment.

7. **COLLATERAL PROTECTION AND INSURANCE:** You are responsible for all risks of loss or damage to the Equipment and if any loss occurs you are required to satisfy all of your Rental Obligations. You will keep the Equipment insured against all risks of loss or damage for an amount equal to its replacement cost. You will list us as the sole loss payee for the insurance and give us written proof of the insurance. If you do not provide such insurance, you agree that we have the right, but not the obligation, to obtain such insurance, and add an insurance fee of the amount due from you, on which we may make a profit. We are not responsible for any losses or injuries caused by the Equipment and you will reimburse us and defend us against any such claims. This indemnity will continue after the termination of this Lease. You will obtain and maintain comprehensive public liability insurance naming us as an additional insured with coverages and amounts acceptable to us. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF YOUR RESPONSIBILITY FOR LIABILITY INSURANCE COVERAGE ON THIS EQUIPMENT.

8. **INDEMNITY:** We are not responsible for any loss or injuries caused by the installation or use of the Equipment. You agree to hold us harmless and reimburse us for loss and to defend us against any claim for losses or injury caused by the Equipment.

9. **TAXES AND FEES:** You agree to pay when due all taxes (including personal property tax, fines and penalties) and fees relating to this Agreement or the Equipment. If we pay any of the above for you, you agree to reimburse us and to pay us a processing fee for each payment we make on your behalf. In addition you agree to pay us a UCC filing fee of \$35.00 and reimburse us for all costs involved in documenting and servicing this Agreement. You further agree to pay us up to \$75.00 on the date the first payment is due as an origination fee. If the total sum of the payments exceeds \$75,000, the origination fee will be no greater than \$99.50. We reserve the right to charge a fee upon termination of this Agreement either by trade-up, buy-out or default. Any fee charged under this Agreement may include a profit and is subject to applicable taxes.

10. **ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBRENT THE EQUIPMENT OR THIS AGREEMENT.** We may sell, assign, or transfer this Agreement without notice. You agree that if we sell, assign, or transfer this Agreement, the new Owner 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 rights of the new Owner will not be subject to any claims, defenses, or set offs that you may have against us.

11. **DEFAULT AND REMEDIES:** If you do not pay any rental payment or other sum due to us or other party when due or if you break any of your promises in the Agreement or any other Agreement with us, you will be in default. If any part of a payment is late, you agree to pay a late charge of 15% of the payment which is late or if less, the maximum charge allowed by law. If you are ever in default, we may retain your security deposit and at our option, we can terminate or cancel this Agreement and require that you pay (1) the unpaid balance of this Agreement (discounted at 4%); (2) the amount of any purchase option and if none is specified, 20% of the original Equipment cost which represents our anticipated residual value in the Equipment; (3) and return the Equipment to us to a location designated by us. We may recover interest on any unpaid balance at the rate of 8% per annum. We may also use any of the remedies available to us under Article 2A of the Uniform Commercial Code as enacted in the State of Owner or its Assignee or any other law. If we refer this Agreement to an attorney for collection, you agree to pay our reasonable attorney's fees and actual court costs. If we have to take possession of the Equipment, you agree to pay the cost of repossession. The net proceeds of the sale of any repossessed 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 OR INCIDENTAL DAMAGES FOR ANY DEFAULT BY US UNDER THIS AGREEMENT.** You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. It is further agreed that your rights and remedies are governed exclusively by this Agreement and you waive customer's rights under Article 2A (508-522) of the UCC.

12. **UCC FILINGS:** You grant us a security interest in the Equipment if this Agreement is deemed a secured transaction and you authorize us to record a UCC-1 financing statement or similar instrument, in order to show our interest in the Equipment.

13. **SECURITY DEPOSIT:** The security deposit is payable upon execution and non-interest bearing and is to secure your performance under this Agreement. Any security deposit made may be applied by us to satisfy any amount owed by you, in which event you will promptly restore the security deposit to its full amount as set forth above. If all conditions herein are fully complied with and provided you have not ever been in default of this Agreement per paragraph 11, the security deposit will be refunded to you after the return of the Equipment in accordance with paragraph 5.

14. **CONSENT TO LAW, JURISDICTION, AND VENUE:** This Agreement shall be deemed fully executed and performed in the state of Owner or its Assignee's principal place of business and shall be governed by and construed in accordance with its laws. You irrevocably agree that any dispute or claim arising under the Agreement will be adjudged or determined in any court or courts in the state of the Owner or its Assignee's principal place of business, or in any court or courts in your state of residence, or in any other court having jurisdiction over you or your assets, all at the sole election of the Owner or its Assignee. You hereby irrevocably submit generally and unconditionally to the jurisdiction of any such court so elected by Owner or its Assignee in relation to such matters and waive transfer of venue. You waive trial by jury in any action between us and waive defense of inconvenient forum.

15. **DELIVERY OF ORIGINALS:** You agree to submit the original master rental documents with the security deposit to the Owner via overnight courier the same day of the facsimile transmission of the rental documents. Should we fail to receive these originals, you agree to be bound by the faxed copy of this Agreement with appropriate signatures. Customer waives the right to challenge in court the authenticity of a faxed copy of this Agreement and the faxed copy shall be considered the original and shall be the binding Agreement for the purposes of any enforcement action under paragraph 11.

16. **MAINTENANCE AND SUPPLIES:** The charges established by this Agreement include payment for the use of the designated Equipment and accessories, maintenance by Supplier (during normal business hours); inspection, adjustment, parts replacement, drums and cleaning material required for the proper operation, as well as other consumable developer. Paper must be separately purchased by you. If necessary, the service and supply portion of this Agreement may be assigned. We may charge you a Supply Freight Fee to cover our costs of shipping supplies to you.

17. **OVERAGES AND COST ADJUSTMENTS:** You agree to comply with any billing procedures designated by us, including notifying us of the meter reading at the end of each month. At the end of the first year of this Agreement and once each successive twelve month period, we may increase the per image charge of the images included and overages by a maximum of 6% of the existing charge.

18. **UPGRADE/DOWNGRADE PROVISION: AFTER INCEPTION OF THE AGREEMENT AND UPON YOUR REQUEST, WE MAY REVIEW YOUR IMAGE VOLUME AND PROPOSE OPTIONS FOR UPGRADING OR DOWNGRADING TO ACCOMMODATE YOUR NEEDS.**

FOR MUNICIPALITIES ONLY

19-A. **CUSTOMER COVENANTS:** You covenant and warrant that (1) it has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the payments scheduled to come due and to meet its other obligations under the Agreement and such funds have not been expended for other purposes; and

(2) that there is no action, suit, proceeding or investigation pending, or threatened in any court or other tribunal or competent jurisdiction, state or federal or before any public board or body, which in any way would (a) restrain or enjoin the delivery of the Agreement or the ability of you to make its Base Payments (as set out above); (b) contest or affect the authority for the execution or delivery of, or the validity of, the Agreement; or (c) contest the existence and powers of you; nor is there any basis for any such action, suit, proceeding or investigation; and

(3) That the Equipment will be operated and controlled by you and will be used for essential government purposes and will be essential for the term of the Agreement.

(4) You have not previously terminated a rental for non-appropriation, except as specifically described in a letter appended hereto.

19-B. **SIGNATURES:** Each signor (two if monthly payment exceeds \$1,200) warrants that he/she is fully conversant with the governing relevant legal and regulatory provisions and has full power and authorization to bind you. Signor(s) for you further warrant(s) its governing body has taken the necessary steps; including any legal bid requirements, under applicable law to arrange for acquisition of the Equipment; the approval and execution has been in accordance with all applicable open meeting laws; and that a resolution of the governing body of you authorizing execution of the Agreement has been duly adopted and remains in full force and effect.

19-C. **NON APPROPRIATION:** In the event you are in default under the Agreement because:

1. Funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all of your obligations under the Agreement during said fiscal period;

2. Such non-appropriation did not result from any act or failure to act of you;

3. You have exhausted all funds legally available for all payment due under the Agreement; and

4. There is no other legal procedure by which payment can be made to Owner.

Then, provided that (a) you have given Owner written notice of the occurrence of paragraph 1 above thirty (30) days prior to such occurrence; (b) Owner has received a written opinion from your counsel verifying the same within ten (10) days thereafter upon receipt of the Equipment delivered to a location designated by Owner, at your expense, Owners remedies for such default shall be to terminate the Agreement at the end of the fiscal period during which notice is given; retain the advance payments, if any; and/or sell, dispose of, hold, use or rent the Equipment as Owner in its sole discretion may desire, without any duty to account to you.

FISCAL FUNDING ADDENDUM

LESSEE	Full Legal Name <u>Polk, County of</u>	DBA Name (If Any) _____
	Billing Address <u>602 East Church Ste. 108</u>	Phone Number <u>(936) 327-6811</u>
	City <u>Livingston</u>	County <u>Polk</u> State <u>TX</u> Zip Code <u>77351</u>
	Lease Number _____	Lease Date _____

Lessee warrants that it has funds available to pay all rents (the "Lease Payments") payable under the above - identified Lease until the end of Lessee's current appropriation periods. If Lessee's legislative body or other funding authority does not appropriate funds for Lease Payments for any subsequent appropriation period and Lessee does not otherwise have funds available to lawfully pay the Lease Payments (a "Non-Appropriation Event") Lessee may, subject to the conditions herein and upon prior written notice to Lessor (the "Non-Appropriation Notice"), effective sixty (60) days after the later of Lessor's receipt of same or the end of the Lessee's current appropriation period (the "Non-Appropriation Date"), terminate the Lease and be released of its obligation to make all Lease Payments due Lessor coming due after the Non-Appropriation Date. As a condition to exercising its rights under the Addendum Lessee shall (1) provide in the Non-Appropriation Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (2) deliver to Lessor an opinion of Lessee's counsel (addressed to Lessor) verifying that the Non-Appropriation Event as set forth in the Non-Appropriation Notice has occurred, (3) return the equipment subject to the Lease (the "Equipment") on or before the Non-Appropriation Date to Lessor or a location designated by Lessor, in the condition required by, and in accordance with the return provisions of, the Lease and at Lessee's expense, and (4) pay Lessor all sums payable to Lessor under the Lease up to the Non-Appropriation Date.


In the event of any Non-Appropriation Event, Lessor shall retain all sums paid hereunder or under the Lease by Lessee, including the Security Deposit (if any) specified in the Lease.

Lessee further represents, warrants and covenants for the benefit of Lessor that:

- (a) Lessee is a municipal corporation and political subdivision duly organized and existing under the constitution and laws of the State.
- (b) Lessee is authorized under the constitution and laws of the State, and has been duly authorized to enter into this Lease and the transaction contemplated hereby and to perform all of its obligations hereunder.
- (c) This Lease constitutes the legal, valid and binding obligation of the Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.
- (d) Lessee has complied with such public bidding requirements as may be applicable to this Lease.
- (e) The Equipment described in this Lease is essential to the function of the Lessee or to the service Lessee provides to its citizens. The Lessee has an immediate need for, and expects to make immediate use of, substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future.
- (f) Lessee has never failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease, lease purchase, installment sale or other similar agreement.

This Addendum is not intended to permit Lessee to terminate the Lease at will or for convenience.

YOU AGREE THAT A FACSIMILE COPY OF THIS DOCUMENT WITH FACSIMILE SIGNATURES MAY BE TREATED AS AN ORIGINAL AND WILL BE ADMISSIBLE AS EVIDENCE IN A COURT OF LAW.

LESSEE SIGNATURE	Signature X 
	(MUST BE SIGNED BY AUTHORIZED REPRESENTATIVE OR OFFICER OF GOVERNMENT ENTITY)
	Print Name Sydney Murphy <u>Jerry Cassity</u>
	Title County Judge <u>Pct 4 Commissioner</u> Date <u>4/9/24</u>
Name of Government Entity <u>Polk, County of</u>	

ACCEPTED BY LESSOR	Signature X _____
	Print Name _____
	Title _____ Date _____
	Name of Corporation or Partnership _____