

Order Package Acceptance Agreement

Customer Name/Address:	
VILLAGE OF LOMBARD 255 E WILSON AVE LOMBARD, IL 60148-3926	
Customer's signature below constitutes Customer's acceptance Order Package ID S00387626 time stamped 10/25/17 01:05 PM).	of the preceding forms in this Order Package (as identified by
solutions 0.5.A., Inc. and NJPA 083116-KON	the Master Agreement contract between Konica Minolta Business
releast Rights Kivibs the authority to charge the Customer's cre	reement. If payment by credit card is indicated above, Customer edit card in the amount indicated (plus applicable taxes). KMBS d/or resolve any financial obligations on any existing Customer rately executed form.
Not binding on KMBS until signed by KMBS Manager.	
Authorized Customer Representative	KMBS Representative
Name: Keith Giagnorio (Please Print)	Name: Please Print)
Signature; A Transport	Signature: Head of the state of
Title: Village President	Date: 10/25/17
Date: November 2, 2017	KMBS Manager
	Name: (Please Print)
	Signature:
	Date:

For office use only (Check one):	☐ Branch	□ Windsor
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ATJPA AWARDED

Premier Lease Agreement

APPLICATION NUMBER	AGREEMENT NUMBER

KONICA MINOLTA NJPA Contract # 083116-KON This Premier Lease Agreement ("Agreement") is written in "Plain English". The words you and your, refer to the customer (and its guaranters). The words Leasor, we, us and our, refer to Konica Minolta Premier Finance, a program of Konica Minolta Business Solutions U.S.A., Inc., its subsidiaries and affiliates. (Supplier) CUSTOMER INFORMATION FULL LEGAL NAME STREET ADDRESS VILLAGE OF LOMBARD 255 E WILSON AVE CITY STATE ZIP PHONE* FAX Lombard <u>IL</u> 60148 630 620 5914 BILLING NAME (IF DIFFERENT FROM ABOVE) **BILLING STREET ADDRESS** CITY STATE 7IP E-MAII **EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)** 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 antificial voice message calls, text messages, and calls made by an automatic telephone dialing system from Lessor 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 CUSTOMER ONE GUARANTEE The Konica Minolta equipment leased in this Agreement is covered under Konica Minolta's Customer One Guarantee. A copy of the Guarantee can be obtained at your local branch or www.kmbs.konicaminoita.us. CISTARLY ONE COMMINE Make/Model/Accessories and advisors Description and American Little part of accessories Serial Number Start Meter Read(s) 1 - ACCURIOPRINT C2060L IC-417 PACKAGE 1 - BIZHUB 308 1 - BIZHUB 4050 1 - BIZHUB 4050 See attached 'Schedule A' for additional Equipment / Accessories / Software TERM AND PAYMENT SCHEDULE **TERM IN MONTHS** # of payments **Payment Frequency Payment Amount Advance Payment** □ Quarterly ☑ Monthly 60 60 \$<u>1597.43</u> END OF LEASE OPTIONS: You will have the following options at the end of the original term, provided the Lease has not terminated early and no event of default under the Lease has occurred and is continuing 1. Purchase the Equipment for the Fair Market Value as determined by us 2. Renew the Lease per paragraph 1 (on reverse) 3. Return Equipment as provided in Paragraph 5 (on reverse) THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT: THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED. LESSOR ACCEPTANCE Konica Minolta Premier Finance LESSOR AUTHORIZED SIGNER TITLE DATED **CUSTOMER ACCEPTANCE** November 2, 2017 60059 Keith Giagnorio Village President PRINT NAME TITLE CONTINUING GUARANTEE

As additional inducement for us. Konica Minotta Premier Finance to enter into the Agreement, the undersigned ("you") unconditionally, jointly and severally, personally guarantees that the customer wid make all payments and meet all obligations required under this Agreement and any supplements fully and promptly. You agree that we may make other errangements including compromise or sediement with you and you waive all defenses and notice of those changes and presentment, demand, and provistors 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 you expressly consent to the jurisdiction of the court set out in paragraph 13 and agree to pay all costs, including altomerys fees incurred in enforcement of this guarantee. It is not necessary for us to proceed light by the payment of the guarantee. By signing this guarantee, you subnotize us to obtain credit bureau reports for credit and collection purposes.

PRINT NAME OF GUARANTOR

SIGNATURE (NO TITLES)

DATED

ederal Law requess of financial institutions to obtain, verify and record info us to identify you, we may also ask to see identifying documents. See reverse side for additional terms and conditions one to obtain, verify and record information that identifies each pe

- 1. LEASE AGREEMENT You agree to lease from us the personal property described under "MAKE MODELIACGESSORIES" and as modified by supplements to this Agreement from time to time signed by you are superiods any upgrades, replacements, repairs and additions referred to as "Equipment") for business purposes only. To the extent the Equipment includes integrible property or associated services and as periodic software includes integrible property or associated services such as periodic software includes integrible property or associated services such as periodic software includes integrible property or associated services such as periodic software includes integrible property or associated services such as periodic software includes integrible property or associated services such as periodic software includes integrible property or associated services such as periodic software includes including the state expendent of the feed of the terms and conditions contained in this Agreement and as periodic software includes the state of the feed of the state of the state
- 2. RENT: Rent will be payable in installments, each in the amount of the Monthly Payment or or cher periodic payment) shown plus any approache sales, use and property tax. If we pay any tax on your behalf, you agree to reimburse us promptly along with a processing fee. Subsequent rent installments will be payable on the first day of each remail payment period shown beginning after the first iterature payment periodic payment) hereunder is absolute and unconditional and you cannot withhold or offset against any Monthly Payments (or other periodic payment) for any reason. You say agree that you will remail have the form of company checks (or personal checks in the case of select debt or wires only. You also agree cash and cash equivarients are not acceptable forms of payment to us. WE BOTH INTEND TO COMPLY WITH ALL APPLICABLE LAWS. IF IT IS DETERMINED THAT YOUR PAYMENTS UNDER THIS LAWFULLY OUE AND OWING UNDER THIS AGREEMENT RESULT IN AN INTEREST PAYMENT HIGHER THAN ALLOWED BY APPLICABLE LAW, THEN ANY EXCESS INTEREST COLLECTED WILL BE APPLIED TO AMOUNTS THAT ARE
- 3. OWNERSHIP OF EQUIPMENT. We are the owner of the Equipment and have sole too (unless you have a \$1.00 purchase option) to the Equipment (excluding Software). You agree to keep the Equipment free and claims. You are solely responsible for removing any data that may reside in the Equipment you return, including but not kinsted to, hard drives, disk drives or any other form of memory.
- A. WARRANTY DISCLAIMER: WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS REPRESENTATIONS MADE BY US. WE ARE LEASING THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OF REPRESENTATIONS MADE BY US. WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS". You acknowledge that none of Supplier or their representatives are our agents and none of them are authorized to of the name of the manufacturer or supplier of each item of Equipment and you will contact the manufacturer or supplier of any of your obligations hereunder. You are swarn not included any loss, financial, accounting or legal advice from us, the manufacturer or supplier for a description of your warranty rights. You hereby acknowledge and confirm this you have 10MHORM COMMERCIAL CODE. You agree that the Customer One Guirantee is a separate and independent obligation of Supplier to you, that no assignee of the Lessor shall have any oxigation to you with may have against Supplier with respect to the Guistomer One Guirantee is a separate and independent obligation of defense for any reason whatsoever including, without imitation, any claim you also applied to the Guistomer One Guirantee.
- 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, if you do no purchase the Equipment, you will return the Equipment to a location we specify at your expense, in retail reseatable condition (normal wear and tear acceptable), full working order, and in complete repeir
- 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 promotily 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 Monthly Payments (or other periodic payments shown) for the full Agreement term, at 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 rame any insurance drafts or checks issued due to loss or damage to the Equipment.
- Agreement, you agree that you will (1) insure the equipment against all loss or damage to the Equipment in good working order. Except for ordinary wear and tear, you are responsible for installing and keeping the Equipment in good working order. Except for ordinary wear and tear, you are responsible for installing and keeping the Equipment in good working order. Except for ordinary wear and tear, you are responsible for protecting the Equipment from damage and loss of any livid. If the Equipment is damaged or lest, you agree to continue to pay the amounts due and to become due hereunder without setoff or defense. During the term of this Agreement, you agree that you will (1) insure the equipment against all loss or damage naming us as loss. payee; (2) obtain kability and third party property damage insurance naming us as an additional insured and (3) deliver satisfactory evidence of acceptable insurance, we have the night, but no obligation, (a) to obtain misurance covering our interest (and only our interest) in the Equipment for the lease term, and rankwals and (i) any insurance we obtain will not insure you agent thing the cost may be more than the cost of obtaining your own insurance, (ii) you will be required to pay us an additional amount each month for this insurance we obtain, (v) you agree to cooperate with us, our insurer and our agent in the placement of coverage and with claims; or (b) we may waive the Insurance requirement and charge you a monthly property damage surcharge in the amount of OCOS of the enginel equipment cost to cover our credit risk, administrative costs and other costs, as would be further described on a letter from us to you and on which we may
- 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 remburse us for loss and to defend us against any claim to losses or injury or death caused by the Equipment. We reserve the right to control the defense and to select or approve defense counsel. This indemnity survives the expiration or termination of this
- 9. TAXES AND FEES. You agree to pay when invoiced all taxes (including personal property tax, fines and penalties) and fees relating to this Agreement or the Equipment. You agree to (a) reimburse us for all personal property taxes which we are required to pay as Owner of the Equipment or to remit to us each month our estimate of the monthly equivalent of the annual property taxes to be essessed. If you do not have a fee option, we will file all personal property, use or other tax returns and you agree to pay us a processing fee for making such filings. You agree to pay us up to \$75.00 on the file the first payment addressed. We reserve the high payment applicable taxes.
- 19. ASSIGNMENT YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT. We may sell, assign, or transfer this Agreement and/or the Equipment in the new lessor will have the same rights and benefits that we have now and will not be subject to any claims, defences, or set offs that you may have against us whether or not you are notified of such assignment. The cost of any be providing funding based on the payment you have negotiated between you and the Supplier. None of Lessor's assignment will not be subject to any claims, defences, or set offs that you may have against us whether or not you are notified of such assignment. The cost of any be providing funding based on the payment you have negotiated with Supplier. You are responsible for determining your accounting treatment of the appropriate tax, legal, financial and accounting components of this Agreement.
- 11. DEFAULT AND REMEDIES: if (a) you do not pay any lease payment or other sum due to us or other party when due or (b) if you break any of your promises in the Agreement or any other Agreement with us or (c) if you, or any guarantor of your obligations become insolvent or commence bankingtey or receiverably proceedings or have a such proceedings commenced against you, you will be in default. If any part of a payment is more than three (3) days late, you agree to pay a late charge of ten percent (10%) of the payment which is late or if less, the maximum charge allowed by law. If you are ever in default, we may do any DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY, the sum of: (i) all past due and current Monthly Payments (or other periodic payments) and charges, discounted at the rate of four percent (4%) per annum (or the lowest rate permitted by law, whichever is higher), and (ii) the present value of 8i remarking Monthly rate as specified in clause (ii) above) of the amount of any purchase option with respect to the Equipment or, if none is specified, our anticipated value of the Equipment at the end of the term of this Agreement (or (on-ute or by remote communication) of any Software, (ii) demand the immediate return and obtain possession of the Software and relicense the Software at a public or private sale; and/or (iii) cause the Software than the fawful maximum rate. We may also use any of the remediate value for the Software and relicense the Software at a public or private sale; and/or (iii) cause the Software pay our reasonable costs of collection and enforcement, including but not limited to attorney's fees and actual court costs relating to any convertible to take possession of the Equipment, you agree to or referral for collection, if we have to take possession of the Equipment, you agree to pay the cost of repossession. The net proceeding that of any repossessed Equipment will be credited against what you enforce our rights under this Agreement does not prevent us from enforcing any rights at a
- 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. CONSENT TO LAW, JURISDICTION, AND VENUE. This Agreement shall be deemed fully exercised and performed in the state of Lessor or its Assignee's principal place of business and shall be governed by and construed in accordance with its laws. If the Lessor or its Assignee shall bring any judicial proceeding in relation to any matter arising under the Agreement, the Customer intervocably agrees that any such matter jurisdiction over the Customer or assets of the Customer, all at the sole election of the Lessor. The Customer hereby intervocably submits generally and unconditionally to the prisodicion of any such court so such matters. BOTH PARTIES WAIVE TRIAL BY JURY IN ANY ACTION BETWEEN US.
- 14. LESSEE GUARANTEE: You agree, upon our request, to submit the original of this Agreement and any schedules to the Lessor via overnight courier the same day of the facismite or other electronic transmission of the signed Agreement and such schedules. Both parties agree that this Agreement and any schedules signed by you, whether manually or electronically, and submitted to us by facismite or other electronic transmission shall, upon execution by us (manually or electronically, as applicable), be binding upon the parties. This lease may be executed in counterparts and any facismite, photographic and/or other electronic transmission of this lease which has been manually or electronically signed by you when manually or electronically countersigned by us or attached to our original signature counterpart and/or in our posser electronic constitute the sole original chattel paper as defined in the UCC for all purposes (including any enforcement action under paragraph 11) and will be admissible as legal exidence thereof. Both parties waive the right to challenge in court the authenticity of a faxed, photographic, or other electronically transmitted or electronically signed copy of this Agreement and any schedule.
- 15. COMPUTER SOFTWARE. Not withstanding any other terms and conditions of this Agreement, you agree that as to Software only; a) We have not had, do not have not will have any title to such Software, b) You have executed or will execute a separate software iterate Agreement and we are not a party to and have no responsibilities whatsoever in regards to such tocase Agreement, c) You have selected such Software and as per Agreement paragraph 4. WE MAKE NO WARRANTIES OF MERCHANTABILITY, DATA ACCURACY, SYSTEM INTEGRATION OR FITNESS FOR USE AND TAKE ABSOLUTELY NO RESPONSIBILITY OBJIGATIONS UNDER THIS LEASE AND TAKE ABSOLUTELY NO RESPONSIBILITY OBJIGATIONS UNDER THIS LEASE AGREEMENT SHALL IN NO WAY BE DIMINISHED ON ACCOUNT OF OR IN ANY WAY RELATED TO THE ABOVE SAID SOFTWARE LICENSE AGREEMENT OF FAILURE IN ANY WAY OF THE SOFTWARE.



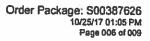
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Schedule "A"

APPLICATION NUMBER

AGREEMENT NUMBER

This Schedule "A" is to be attached to and become part Premier Finance.	of the item Description for the Agreement dated	by and between ti	ne undersigned and Konica Minolta
Make/Model/Accessories (mesiding Software Description	n end Supplier Expenser desphoresia	Serial Number	Start Meter Read(s)
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Konica Minolta Premier Finance			
CUSTOMED ACCEPTANCE	AUTHORIZED SIGNER	TITLE	DATED
CUSTOMER ACCEPTANCE		Establish Street	
VILLAGE OF LOMBARD	X6		1 0 500
FULL LEGAL NAME OF CUSTOMER	AND MODIFIED CHOICE	Nove	mber 2, 2017
- AND	Keith Giagnerio	Villao	e President
FEDERAL TAX I.D. #	PRINT NAME	TITLE	





Maintenance Agreement

Attn/Dept:	00004	a produce		Customer Info	ormation				
Attn/Dept:		84084	Payer/Bill to Acci	#:	200,0110	Ship to	Acct #:		
Ste/Rm:	VILLAGE OF LO	MBARD	Name: VIL	LAGE OF LOMBA	ARD	Name:	VILLAGE C	F LOMBARD	· ·
_			Attn/Dept:	-		Attn/De	pt;		
_			Ste/Rm:			Ste/Rm:		-	
Address: 2	255 E WILSON	AVE	Address: 25	5 E WILSON AVE		Address	255 E WIL:	EON AVE	
City: 1	LOMBARD	<u></u>		MBARD		City:	200 € 1110		
	L Zip:	60148-3926	State: IL	- 00	80148-3926	State	LOMBARD		
	-	00140-0020			10140-3820	3.512,		Zip: 60148-3	926
Tax Exempt Cu	istomer?	🛭 Yes 🗆 No	Tax Exemption N	umber: E		Tax Exempt	on Certificate mu	st be attached when	applicable.
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	MH	* Digital Connect Sur	pport will be added auto	matically billed at	\$12.00 per seria	al number monthly, u	niess declined at	ove.	
	Illiing Options: Term in Months:	□ 36 □	MFP 3 48 23 60 □ c	Whee			Wide Format		
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			C Color		All Devices				
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	рініп д Баў :	Selected b	y KMBS Preferred	I Day:(29th,	30th, and 31st an	re not an available selec	tion)		
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Form: 1011B-090115-OS



Maintenance Agreement

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Form: 3001-090115-OS



Lease Reimbursement / Direct Paid Buyout / Rebate

	Customer Name:	VILLAGE OF LOMBARD						
Address:		255 E WILSON AVE						
	City:	LOMBARD		State:	IL	Zip Code:	60148-3926	
b	Lease Reimbursem	nent	.			-	-	-
	Konica Minolta Busir	ness Solutions U.S.A., Inc. ("KMBS") does hereby a	gree to pay the Cus	stomer nai	ned above. U	ne sum of	
	\$ 11,200.00		he principal balance rea					
	with 1	for N	fodel <u>11</u>		-			provided
	("Leasi KMBS receives paym new transaction.	ing Company") ment in full from the Leasing		-				
	funds to the Leasing	liability to the Customer or t esentation by the Customer (Company in payment of the is the responsibility of the C	of the outstanding balar outstanding principal b	ice due. The Custon	mer agrae: rees to shi	s to remit the	se reimburser	nent
	Direct Pald Buyout						,	
	Konica Minolta Busir	ness Solutions U.S.A., Inc. ("KMBS") does hereby a	gree to pay direct to	o the Leas	ing Company	named below	v
		, represe						
		elow; provided KMBS receiv						
		purchase agreement) for the					,	
	Leasing Company:							
	Address:			-				
	City:			State		Zip Code: _		
				5tas.		ZIP COOR.		
	Lease Agreement #			Amount \$				
	Lease Agreement #							
	Lease Agreement #			Amount \$				
	The Customer agree Lease Payments, Tar If KMBS agrees to at	liability to the Customer or t re. The funds described abo s that any other charges not xes, Late Fees, or Other char lip Customer's equipment to and shipping instructions to	ve will be issued based itemized on the Buyout ges imposed by the Le: the Lessing Company,	upon the Total Buy Quote(s) attached,	out Quote	(s) attached a g from addition	nd Itemized a	bove. for
0	Rebate							
	Konica Minolta Busi	ness Solutions U.S.A., Inc. ("KMBS") does hereby a	gree to pay the Cu:	stomer nar	med above, th	ne sum of	
	\$, representing a special in	ncentive towards the lea	se or purchase of n	new KMBS	product(s), p	provided KMB	s
	receives payment in	full from the respective Leas	sing Company (for a lea	se agreement) or fro	om the Cu	stomer (for a	purchase	
	agreement) for the n					12.		
	Comments:	······································					···	
F	REIMBURSEMENT OF	REMAINING LEASE PAYME ASE AGREEMENTS TOTAL !	NTS TO CUSTOMER 32,200 PER MONTH FO	R THE NEXT 5 MON	NTHS			
-						 		

Reimbursement or Rebate check will be Issued in approximately eight (8) to ten (10) weeks from the date of Installation provided KMBS receives full funding for the new transaction. Direct Paid Buyouts will be issued to the Lessing Company in approximately two (2) weeks from the date KMBS receives full funding for the new transaction.

FORM E CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 083116-KON

NJPA Authorized Signatures:

Proposer's full legal name: Konica Minolta Business Solutions U.S.A., Inc.

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be October 19, 2016 and will expire on October 19, 2020 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA DIRECTOR OF COOPERATIVE CONTRACTS AND PROCUREMENT/CPO SIGNATURE	Jeremy Schwartz (NAME PRINTED OR TYPED)
DA Chool Coult Holy	Chad Coauette (NAME PRINTED OR TYPED)
Awarded on October 19, 2016	· NJPA Contract # 083116-KON
Vendor Authorized Signatures: The Vendor hereby accepts this Contract av	ward, including all accepted exceptions and amendments,
Vendor Name Konica Lun Ha	Business Solutions U.S.A., Inc. Government Contracts
FINTEN LLC SULLA VENDOR AUTHORIZED SIGNATURE	Kristen McKella. (NAME PRINTED OR TYPED)
Executed on October 21/20 14	NJPA Contract # 083116-KON

Home > Cooperative Purchasing > Contracts - General > School & Office Equipment/Supplies > Konica Minolta





Overview

Contract Documentation

Pricing

Marketing Materials

NJPA Contact Information

HOW TO PURCHASE Our step-by-step guide

Vendor Contact Info

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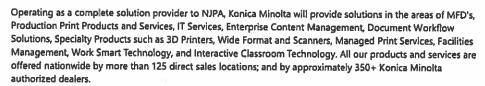
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Konica Minolta

Contract#: 083116-KON

Category: School & Office Equipment/Supplies

Maturity Date: 10/19/2020



At Konica Minolta, we are committed to helping you give shape to ideas that ultimately will help the people you serve. By combining the contract and marketing expertise of NJPA with our proven abilities, we expect to greatly increase the acceptance, utilization and sales of this contract throughout the country.

