

ORDINANCE NO. 00-07 AC CMS

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH NORTH COAST BUSINESS SYSTEMS, INC., OF CLEVELAND, OHIO, THROUGH THE STATE OFFICE OF PURCHASING FOR THE LEASE OF A DIGITAL COLOR COPIER/PRINTER AND DECLARING AN EMERGENCY

BE IT ORDAINED by the Council of the City of Oberlin, County of Lorain, State of Ohio, five-sevenths (5/7ths) of all members elected thereto concurring:

SECTION 1. That pursuant to Ohio Revised Code Section 125.04 and City of Oberlin Resolution No. R88-7, the City Manager is hereby authorized and directed to enter into a contract with North Coast Business Systems, Inc., of Cleveland, Ohio, for the lease of a Lanier 5806E Digital Color Copier/Printer for a lease price of \$408 per month for sixty (60) months, renewable every calendar year.

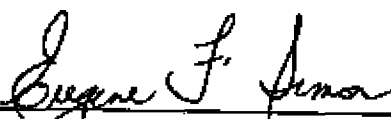
SECTION 2. It is hereby found and determined that all formal actions of this Council concerning or relating to the adoption of this ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. That this ordinance shall take effect at the earliest date allowed by law.

PASSED: 1st Reading - January 18, 2000 (E)
2nd Reading -
3rd Reading -

(M&E Requirements Waived)

ATTEST:


CLERK OF COUNCIL


CHAIR OF COUNCIL

POSTED: January 19, 2000

EFFECTIVE DATE: January 19, 2000

LESSEE	Full Legal Name CITY OF OBERLIN		Phone Number (440) 775 7213		
	Billing Address 85 S. MAIN		Purchase Order/Requisition Number		
	Equipment Location (if not same as above) OBERLIN OH 44074		Send Invoice to Attention of KELLY CLARK		
EQUIPMENT INFORMATION	Equipment Make LANEIZ	Model Number 5806e	Serial Number	Quantity 1	Description (Attach Separate Schedule A if Necessary) PAID, 2 DRAWER S/S + 20 BIN S/S
PAYMENT INFORMATION	Number of Lease Payments SIXTY	Lease Payment 408	PLUS)	Applicable Sales Tax Ø	(EQUALS) = 408 -
<div style="display: flex; justify-content: space-between;"> <div> Term of Lease in Months Payment Frequency: <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other End of Lease Option: <input checked="" type="checkbox"/> FMV <input type="checkbox"/> 10% <input type="checkbox"/> \$1 <input type="checkbox"/> Other End of Lease Purchase Option shall be FMV unless another option is selected. </div> <div> Security Deposit (PLUS) First Period Payment (PLUS) Other (EQUALS) Total Payment Enclosed 408 - + 408 - + Ø = 816 - </div> </div>					

TERMS AND CONDITIONS

1. Lease: You (the "Lessee") agree to lease from us (the "Lessor") the Equipment listed above and on any attached schedule (the "Lease"). You authorize us to adjust the Lease payments by up to 15% if the cost of the Equipment or taxes differs from the supplier's estimate. The Lease starts on the day the Equipment is delivered to you (the "Commencement Date") and the Lease payments shall be payable in advance beginning on the Commencement Date or any later date designated by us and thereafter until all amounts are fully paid. Your Lease obligations are absolute, unconditional, and are not subject to cancellation, reduction, setoff or counterclaim. You agree to pay a documentation fee of \$54.90 and if the Equipment is located in more than one location, an additional \$10.00 documentation fee for each additional location. Security deposits are non-interest-bearing and may be applied to cure a Lease default. If you are not in default, we will return the deposit to you when the Lease is terminated. When a payment is not made when due, you agree to pay us a late charge of 10% for each payment or \$10.00, whichever is greater. We may charge you a fee of \$25.00 for any check that is returned. YOU ACKNOWLEDGE THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION OF THE LEASE.

2. Equipment Use, Maintenance and Warranties: We are leasing the Equipment to you "AS-IS" AND MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR YEAR 2000 COMPLIANCE IN CONNECTION WITH THE LEASE. We transfer to you any manufacturer warranties. You are required at your cost to keep the Equipment in good working condition and to pay for all supplies and repairs. If the Equipment is attached to real estate, it remains our personal property and you agree not to permit a lien to be placed upon the Equipment or to remove it without our prior written consent. If the Lease payment includes the cost of maintenance and/or service provided by a third party, you agree that we are not responsible to provide the maintenance or service. You will make all claims about maintenance and service to the third party. You agree that any claims about maintenance or service will not impact your obligation to pay all Lease payments when due.

3. Assignment: You agree not to transfer, sell, sublease, assign, pledge or encumber either the Equipment or any rights under this Lease without our prior written consent. You agree that we may sell, assign, or transfer the Lease and the new owner will have the same rights and benefits we now have and will not have to perform any of our obligations and the rights of the new owner will not be subject to any claims, defenses, or setoffs that you may have against us or any supplier.

4. Risk of Loss 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 Lease 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 give us such proof, we may elect to obtain insurance and you will pay us for any insurance premium and related costs. 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

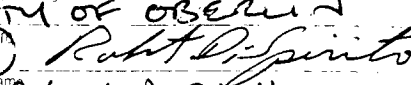
continue after the termination of this Lease. You will obtain and maintain comprehensive public liability insurance naming us as an additional insured with coverages and amounts acceptable to us.

5. Taxes: You agree to pay when due, either directly or as reimbursement to us, all taxes (i.e., sales, use and personal property) and charges in connection with ownership and use of the Equipment. We may charge you a processing fee for administering property tax filings.

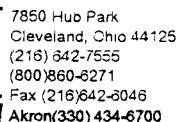
6. End of Lease: You will give us at least 60 days but not more than 120 days written notice (to our address below) before the expiration of the initial lease term (or any renewal term) of your intention to purchase or return the Equipment. With proper notice you may: a) purchase all the Equipment as indicated above under "End of Lease Option" (fair market value purchase option amounts will be determined by us based on the Equipment's in place value); or b) return all the Equipment in good working condition at your cost in a time, manner, and to a location we designate. If you fail to notify us, or if you don't a) purchase or b) return the Equipment as provided herein, this Lease will automatically renew at the same payment amount for consecutive 60-day periods.

7. Default and Remedies: You are in default on this Lease if: a) you fail to pay a Lease payment or any other amount when due; or b) you breach any other obligation under the Lease or any other Lease with us. If you are in default on the Lease we may: a) declare the entire balance of unpaid Lease payments for the full Lease term immediately due and payable to us; b) sue you for and receive the total amount due on the Lease plus the Equipment's anticipated end of Lease fair market value or fixed price purchase option (the "Residual") with future Lease payments and the Residual discounted to the date of default at 6% per year plus reasonable collection and legal costs; c) charge you interest on all monies due at the rate of 18% per year from the date of default; d) require that you immediately return the Equipment to us or we may peaceably repossess it. Any return or repossession will not be considered a termination or cancellation of the Lease. If the Equipment is returned or repossessed we will sell or re-rent the Equipment at terms we determine, at one or more public or private sales, with or without notice to you, and apply the net proceeds (after deducting any related expenses) to your obligations. You remain liable for any deficiency with any excess being retained by us.

8. Miscellaneous: You authorize us to sign financing statements and file financing statements on your behalf. You agree the Lease is a Finance Lease as defined in Article 2A of the Uniform Commercial Code ("UCC"). You acknowledge we have given you the name of the Equipment supplier; agree that you may have rights under this contract with the supplier and may contact the supplier for a description of these rights. You agree to waive any and all rights and remedies granted to you under Sections 2A-508 through 2A-522 of the UCC. You agree that the Equipment will only be used for business purposes and not for personal, family or household use. You have made your operations "Year 2000" compliant and "Year 2000" issues will not materially affect your operations or financial position. You agree that a facsimile copy of the Lease with facsimile signatures may be treated as an original and will be admissible as evidence of the Lease.

LESSEE SIGNATURE	You agree that this is a non-cancelable lease. The Equipment is: <input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED	
	Lessee (Full Legal Name) CITY OF OBERLIN	
	Signature 	
	Print Name Robert DiSpirito	
	Title CITY MANAGER	Date 1/22/00
LESSOR	Northcoast Equipment Leasing	
	7850 Hub Park, Cleveland, Ohio 44125	
	PHONE: (216) 642-7555 • FAX: (216) 642-6046 ATTN: Leasing Dept.	
	Lease Commencement Date	Lease Number
Accepted By		

GUARANTY	I unconditionally guaranty prompt payment of all the Lessee's obligations. The Lessor is not required to proceed against the Lessee or the Equipment or enforce other remedies before proceeding against me. I waive notice of acceptance and all other notices or demand of any kind to which I may be entitled. I consent to any extensions or modification granted to the Lessee and the release and/or compromise of any obligations of the Lessee or any other guarantors without releasing me from my obligations. This is a continuing guaranty and will remain in effect in the event of my death and may be enforced by or for the benefit of any assignee or successor of the Lessor	
	Signature	Date
	Print Name	
ACCEPTANCE	The equipment has been received, put in use, is in good working order and is satisfactory and acceptable.	
	Signature	Date
	Print Name	Title



INTERNAL USE ONLY	
ORDER #	
BILL TO #	
SHIP TO #	
() NEW	() CURRENT

Email

TERMS: 1) Payment is at the time of delivery of equipment and supplies. 2) Purchaser understands that Northcoast Business Systems, Inc. is not bound by any written or oral representation made by its salesperson which do not reflect on the face of the order. 3) Supply and Maintenance prices subject to change. 4) This order is effective and binding only when read and accepted by Northcoast Business Systems, Inc. 5) Risk of Loss: Customer shall assume all responsibility of loss or damage to equipment if it is not operated under the manufacturer specifications. Damage to the equipment or its parts arising out of misuse, negligence, or causes beyond Northcoast Business Systems, Inc. control are not covered and will be a billable call. 6) Total Care Plan Coverage is for stated amount of copies, or one year, which ever comes first. 7) See reverse of order for incursions of standard MFD installation services; standalone and network.

Date _____
Date _____[illegible]