

BILL NO. 17-2024

ORDINANCE NO. 17-2024

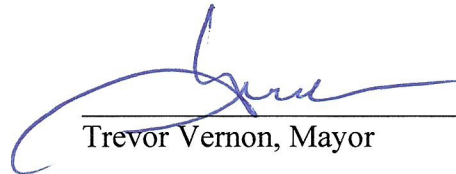
AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF ELDON, MISSOURI, AND MARCO INC.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF ELDON, MISSOURI AS FOLLOWS:

Section 1. The agreement shall be substantially the same in form and content as agreement attached hereto as Exhibit A.


Section 2. This Ordinance shall be in full force and effect from and after its passage and approval.

READ TWO TIMES, PASSED by the Board of Aldermen and **APPROVED** by the Mayor this 27th day of February 2024.



Trevor Vernon, Mayor

ATTEST:



Leslie Wilson, City Clerk

Business Lease Agreement

Hewlett-Packard Financial Services Company ("Lessor") 200 Connell Drive, Berkeley Heights, NJ 07922

Lease Number: _____

LESSEE (full legal name): City of Eldon	VENDOR NAME: Marco Inc
LESSEE BILLING ADDRESS: 101 S Oak Street, Eldon, Missouri 65026	EQUIPMENT LOCATION: 101 S Oak Street, Eldon, Missouri 65026
CONTACT DETAILS: TEL: 573-392-2291	EMAIL: lwilson@eldonmo.org
Term: 60	Period (Monthly/Quarterly): Monthly
Down Payment, if required (plus applicable taxes): \$ 0	Payable (Adv/Arrears): Arrears
Documentation Fee: \$100.00	Periodic Lease Payment (plus applicable taxes): \$ 216.00
Total First Payment (plus applicable taxes): \$ 316.00	End-of-Term Option (\$1 BO/FMV): FMV

The payment of any Down Payment reflected herein shall be a condition to Lessor's agreement to this Lease and may include either or both of the following: (a) applicable taxes, and/or (b) any other "Down Payment" (defined herein below). "Down Payment" shall mean such amount determined by Lessor required upon the execution of this Lease and shall be credited against the original cost of the Equipment leased under this Lease. (The Total First Payment shall include any Advance Lease Payment, the first Periodic Lease Payment, any applicable taxes, and the Documentation Fee.)

LESSEE REPRESENTS THAT ALL ACTION REQUIRED TO AUTHORIZE EXECUTION OF THIS LEASE ON BEHALF OF LESSEE BY THE FOLLOWING SIGNATORY HAS BEEN TAKEN. THE UNDERSIGNED HAS READ, UNDERSTANDS AND HEREBY AGREES TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS LEASE.

LESSEE: City of Eldon	ACCEPTED BY HEWLETT-PACKARD FINANCIAL SERVICES COMPANY:
By: <u>Leslie Wilson</u> Printed Name: <u>Leslie Wilson</u>	By: _____ Printed Name: _____
Date: <u>2/13/2024</u> Title: <u>City Clerk</u>	Date: _____ Title: _____

Equipment Information See Partner Sales Quote for Detailed Equipment Description. See Schedule A for additional equipment, if required.	
Product Name	Quantity
HP Designjet T850 MFP	1

ACCEPTANCE CERTIFICATE - To: Hewlett-Packard Financial Services. Lessee hereby acknowledges that the Equipment described in this Agreement has been delivered to the Equipment Location specified above, inspected by Lessee and found to be in good operating order and condition, and has been unconditionally and irrevocably accepted by Lessee under this Lease as of the Acceptance Date set forth below.

CUSTOMER: City of Eldon

Signed by: _____

Title: _____ **Printed name:** _____ **Date:** _____

Authorization Agreement for Direct Payments (ACH Debits)

As a condition to Lessor entering into this Lease, Lessee hereby enters into this Authorization Agreement for Direct Payments. By executing this Authorization Agreement for Direct Payments, the undersigned hereby authorizes Lessor and its assignees to initiate debit entries to the account identified below ("Account") at the Depository Financial Institution identified below ("DFI") and debit the same to the Account for: X (a) the Total First Payment required under the Lease Agreement; and X (b) any periodic lease payments and any other applicable payments of taxes and/or other fees payable by Lessee to Lessor according to and under this Lease.

The undersigned further represents and warrants that: (a) the undersigned is a duly authorized representative of Lessee, (b) the Account is a business account and is not an account used for personal or household purposes, and (c) if the Account is closed for any reason whatsoever, that Lessee will enter into a new Authorization Agreement for Direct Payments with respect to a replacement account within five (5) business days of the closing of the Account identified herein.

Name of DFI	DFI's Routing Number (9 digits only)
City	Account number
State	Branch
Zip	

This authorization will remain in full force and effect until Lessee provides Lessor with written notification of Lessee's termination of this Authorization Agreement for Direct Payments in such time and in such manner as to afford Lessor and DFI a reasonable opportunity to act upon such termination.

Signature of Duly Authorized Representative of Lessee	Date
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Important Notification about ACH Debits: Lessor will automatically debit the Account for periodic applicable payments as set forth above. Lessor will invoice Lessee directly until the ACH debits are implemented as to this Lease Agreement. Lessee must remit all invoices received from Lessor by their respective due date. Lessee will continue to receive invoices from Lessor that will be labeled as "For Notification Purposes Only. We will automatically draft your account for the amount(s) described above once ACH debits are implemented. ****Please attach voided check to this authorization****

1. Purpose. This lease (this "Lease") refers throughout to Lessee as "you" or "your" and to Lessor as "we", "us" or "our". In consideration of our purchase of the equipment described above (the "Equipment"), you hereby lease the Equipment from us for your business purposes only subject to all terms and conditions of this Lease. You acknowledge that you selected the vendor identified above (the "Vendor") and all the Equipment without our assistance. You warrant to us that you have received, reviewed and approved our vendor's written supply contract covering the equipment terms of sale and warranties. You hereby authorize us to purchase the equipment in reliance solely upon your statements herein. By your signature, you shall be deemed to have irrevocably accepted the equipment 10 business days after shipment of the equipment to you unless we receive your written rejection prior to the end of the 10-day period. However, you agree to execute and deliver to us the Acceptance Certificate above upon our request. "Acceptance Date" means the first business day following the expiration of such 10-day period or such other date set forth in any delivery and acceptance certificate requested by us. The term of this lease shall begin on the Acceptance Date.

2. Payments. You agree that this Lease is a non-cancellable net lease so you will pay all costs, fees, taxes (e.g. property, sales and use taxes) or other charges connected with the Lease and the Equipment, as well as all costs for insurance, repairs, maintenance, shipping, and filing fees. You shall pay us (a) on the first day of each calendar month or calendar quarter (depending on whether Rent is payable monthly or quarterly as specified above) if Rent is payable in advance, or (b) on the last day of each calendar month or calendar quarter (depending on whether Rent is payable monthly or quarterly as specified above) if Rent is payable in arrears, the Rent payment specified above for the length of the Initial Term in the case of a Lease and for the length of the Term in the case of a Financing. The First Payment Date shall be the first day (if Rent is payable in advance) or the last day (if Rent is payable in arrears) of the month or quarter (as applicable) immediately following the month or quarter (as applicable) in which the Acceptance Date occurs. In addition, on the First Payment Date Lessee shall also pay Lessor (a) in the case of Leases an amount equal to the Daily Rent multiplied by (i) 15 days if Rent is payable monthly or (ii) 45 days if Rent is payable quarterly; or (b) in the case of Financings an amount equal to the Daily Rent multiplied by the number of days from and including the Funding Date up to but excluding the first day of the month or quarter (as applicable) in which the First Payment Date occurs. You agree to pay a one-time documentation fee in the amount specified above with the first Lease payment to cover account-setup costs.

If you do not elect to either purchase the Equipment, renew the Lease or return the Equipment by the end of the Lease term in accordance with the terms of Section 4, or you fail to comply with your obligations arising from the election, you will continue to pay the original Lease payments for any full or partial Period that you keep the Equipment.

This Lease is intended to be a "Finance Lease" as defined in Article 2A of the Uniform Commercial Code (in effect in any applicable jurisdiction, the "UCC").

If this Lease is ever deemed by a court of competent jurisdiction or by the express intention of the parties to be a lease intended for security then to secure payment and performance of your obligations under this Lease you hereby grant us a purchase money security interest in the Equipment and in all attachments, accessories, additions, products, replacements, and proceeds (including insurance proceeds) to and of the Equipment.

You hereby authorize us to file a financing statement to give public notice of (a) our ownership of the Equipment and (b) in the case of a Lease intended for security, our security interest in the Equipment. You hereby authorize us to modify any Lease payment by up to ten percent (10%) if the actual cost of the Equipment at acceptance varies from the original estimate and to complete or modify any Equipment description above or any related document to accurately describe the Equipment actually accepted by you.

3. Equipment. EXCEPT AS TO QUIET ENJOYMENT, WE MAKE ABSOLUTELY NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. You can only make any claim relating to the Equipment against the Vendor or manufacturer, and you waive any such claim against us. We hereby assign any Equipment warranties during the Lease term for your exercise at your expense. **WE WILL NOT BE LIABLE FOR INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES. YOU AGREE TO MAKE PAYMENTS TO US WHEN DUE, UNCONDITIONALLY, WITHOUT ABATEMENT OR OFFSET FOR ANY CAUSE AND REGARDLESS OF ANY PROBLEMS WITH THE EQUIPMENT, VENDOR, OR US AND YOU WAIVE ANY CLAIM OR DEFENSE TO ANY LEASE PAYMENT.** You shall indemnify us, our employees, officers, directors, agents and assignees from and against all claims, actions, costs, damages and judgments arising out of or in connection with any matter involving this Agreement and the Equipment.

You agree not to move the Equipment or to transfer, sell, sublease, or encumber either the Equipment or any rights under this Lease without our prior written consent. We may freely assign our rights and interests under this Lease without notice to you or your consent. You agree that our assignee will have the same rights and remedies as we do and that our assignee's rights will not be subject to any claims or defenses you may have against us. You and any guarantor hereby authorize us to share information about you and any guarantor (including personally identifiable information) with our assignees, potential assignees, the Vendor and other third parties providing services to us. We own the Equipment and, unless you have selected a \$1.00 End of Term Purchase Option, we retain all benefits of ownership and you agree not to take any position inconsistent with our ownership. You are solely responsible for the installation, operation, and maintenance of the Equipment, will keep it in good condition, will use it in compliance with applicable law, and will not attach it to building fixtures. You bear all risk of loss or damage to or from the Equipment arising prior to its return to us and will have it duly insured against all risk of loss and damage up to the greater of its replacement value or the Stipulated Loss Value (as defined below) and against public liability for bodily injury or damage to property arising in connection with the Equipment. You will provide to us a certificate showing that you have such insurance coverages, naming us as loss payee. Upon the occurrence of any loss or irreparable damage to the Equipment ("Casualty Loss"), you agree to immediately (a) replace the affected Equipment with equipment of equivalent or better value and supplied by a manufacturer acceptable to us or (b) pay us an amount ("Stipulated Loss Value") which is the sum of (i) all arrears in Lease payments as of the date of payment of the Stipulated Loss Value, if any (ii) all Lease payments payable from the date of payment of the Stipulated Loss Value up until expiry of the term (discounted at a rate equal to the 2 year inter-bank swap rate quoted by Bloomberg L.P. or, where not available, such other 2 year inter-bank swap rate quoted by a commercially available publication reasonably designated by us (the "Discount Rate"), compounded monthly) and (iii) an amount equal to the estimated Fair Market Value of the Equipment at the end of the Term.

You do not and will not: 1) export, re-export, or transfer any Equipment, software, source code or any direct product thereof to a prohibited destination, or to nationals of proscribed countries wherever located, without prior authorization from the United States and other applicable governments; and 2) use any Equipment, software or technology, technical data, or technical assistance related thereto or the products thereof in the design, development, or production of nuclear, missile, chemical, or biological weapons or transfer the same to a prohibited destination, or to nationals of proscribed countries, without prior authorization from the United States and other applicable governments. You are not an entity or person designated by the United States government or any other applicable government with which transacting business without the prior consent of such government is prohibited.

You are familiar with the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, and other analogous anti-corruption legislation in other jurisdictions in which you conduct business or which otherwise apply to you, and with related regulations (collectively the "Anti-Corruption Laws"). You shall not in connection with this Lease: (i) make any improper payment or transfer anything of value, offer, promise or give a financial or other advantage or request to, or agree to receive or accept a financial or other advantage from, either directly or indirectly, any government official or government employee (including employees of a government corporation or public international organization) or to any political party or candidate for public office or to any other person or entity with an intent to obtain or retain business or otherwise gain an improper business advantage; or (ii) take any action which would cause us to be in violation of any Anti-Corruption Laws. You shall promptly notify us if you become aware of any violation of the representations and covenants set forth in this paragraph.

4. End of Term Options. If you have fully complied with this Lease, you may choose one of the following options upon the expiration of the applicable term on an "all or none" basis provided you give us not less than ninety (90) days prior written notice: (i) purchase the Equipment for the Purchase Price (as defined below) on an "as-is, where-is" basis, without any representations or warranties, (ii) renew the Lease at the fair market rental value for an arm's length transaction as determined by us, or (iii) return the Equipment, at your expense, to a location designated by us on or before the last day of the Lease term. "Purchase Price" means (a) if you have selected a FMV End of Term Purchase Option, an amount equal to the fair market value of the Equipment in an arm's length transaction as determined by us (plus all applicable taxes), or (b) if you have selected a \$1.00 End of Term Purchase Option an amount equal to one dollar (\$1.00) (plus all applicable taxes). For any Equipment to be returned to us, the Equipment must be in the same condition as

when delivered to you, reasonable wear and tear excepted, and you agree to (a) remove any identifying marks on the Equipment and wipe clean or permanently delete all data contained on the Equipment, including without limitation, any data contained on internal or external drives, discs, or accompanying media, and (b) pack the Equipment in accordance with the manufacturer's guidelines. All Equipment returned to us, including any memory, drives or other integrated components, parts or accessories, must be authentic manufacturer equipment configured only in compliance with that manufacturer's specifications and recommendations, and which is not counterfeit, trade mark infringing, stolen, leaked, fraudulent or otherwise unlawful. You shall return to us all copies of any operating system software that you received with the Equipment.

5. Default. If you do not pay or perform any obligation under this Lease within 10 days of when such payment or performance is due, or you or any guarantor die, become insolvent or unable to pay debts when due; stop doing business as a going concern; merge, consolidate, transfer all or substantially all of your assets; make an assignment for the benefit of creditors, file bankruptcy, appoint a trustee or receiver or undergo a material adverse change in your financial or operating condition, we can do any or all of the following: (1) accelerate without notice all payments provided for in this Lease (discounted at the Discount Rate), (2) immediately repossess the Equipment or (absent Equipment repossession or return) claim a further amount equal to Stipulated Loss Value from you, (3) collect all costs of collection, including any bad check charges and reasonable attorneys' fees, (4) collect lost tax benefits and all unpaid amounts due hereunder, (5) sell or relet the Equipment, and (6) exercise all other remedies available to us. If we do not receive any payment when due, you will pay a one-time late charge on any overdue payment equal to the greater of \$.10 per dollar for each late payment, or \$15 (to compensate for the cost and expense of collecting and processing the late payment), plus a charge of 1 1/2% of the late payment for every month after the first month in which the payment is late (for damages including our inability to reinvest the late amount), but in any case, never to exceed more than the maximum charge allowed by law. Your payments may be applied, as we elect, first to the oldest amount due. Our action or failure to act on any one remedy shall not constitute an election of such as our sole remedy. Any provision of this Lease is severable if unenforceable. Any action or claim by you against us shall be commenced within one year after the cause of action arises or be forever barred.

6. Miscellaneous.

6.1 You agree to sign such other documents and take such other actions as we may require to accomplish the intent and purpose of this Lease. All of your representations, warranties and obligations hereunder shall survive the termination of this Lease. All notices, demands and other communications required to be given under this Lease shall be in writing and shall be deemed to have been given if delivered personally or mailed via certified mail or a nationally recognized overnight courier service.

6.2 TIME IS OF THE ESSENCE. THIS LEASE SHALL BE DEEMED FULLY EXECUTED AND PERFORMED IN THE STATE OF NEW JERSEY AND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS THEREOF. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, THE PARTIES HERETO EXPRESSLY WAIVE ALL RIGHTS TO A TRIAL BY JURY IN ANY JURISDICTION. YOU WAIVE ANY STATUTORY PROVISIONS WHICH CONFLICT WITH THE TERMS OF THIS LEASE, INCLUDING BUT NOT LIMITED TO UCC ARTICLE 2A SECTION 303 AND SECTIONS 508 THROUGH 522. You acknowledge that neither any Vendor nor any Equipment salesperson is an agent of ours nor are they authorized to waive or alter the terms of this Lease. Their representations in no way affect any of our rights and obligations as herein set forth.

6.3 We may accept signature to this Lease or other related agreements through DocuSign, Adobe or any other approved electronic means (any such document, an "Electronic Document") as exchanged with your electronic mail or other address that you have identified to us. If we receive and accept by signing an Electronic Document reflecting your signature then you agree that (1) the Electronic Document will be enforceable in accordance with its terms; (2) the Electronic Document will be deemed to be (i) a "writing" or "in writing" and (ii) an "original" when printed from our electronic files or records established and maintained in the normal course of business; (3) neither party will contest the validity or enforceability of the Electronic Document; (4) the Electronic Document will be admissible as evidence in any judicial proceeding the same as if it was an ink-signed document; (5) each party will use commercially reasonable security measures to protect and record signatures to and delivery of Electronic Documents only by identifiable authorized persons; and (6) each party will be responsible for (i) any unauthorized access to or processing of Electronic Documents within its own organization and (ii) the failure of its security measures. If you do not wish to sign an Electronic Document electronically, you may notify us in writing and thereafter we will not use Electronic Documents with you as stated.

6.4 You acknowledge that certain personal information may be communicated to us in the course of the performance of the Lease and will be used by us to administer our rights and obligations under the Lease and any other agreement entered into between you and us. You confirm that you have obtained any requisite consent to the disclosure and processing of such information by us for that purpose. All such personal data will be processed in accordance with the Hewlett Packard Enterprise privacy policy in force from time to time (available at www.hpe.com). You authorize us to share information related to this Lease with our affiliates for any reason and any third party as necessary to fulfill our obligations under this Lease.

6.5 If the Equipment includes software and the relevant licensor has authorized us to make the software available for your use under this Lease, you assign to us all of your right, title and interest in the relevant software license agreement (the "License"). Such assignment is an assignment of rights only and you will remain subject to all obligations and liabilities under the License except for the obligation to pay for the License after your execution and delivery of all documentation necessary to establish your acceptance of the software. At the end of the term of this Lease and provided you are not in default we will assign all rights, title and interest in the License back to you.

6.6 By signing a copy of this Lease where required above (either on paper or electronically) and providing the deposit account information required above, you are agreeing to all of the terms and conditions of this Lease, each of which is hereby incorporated by reference into this Business Lease Agreement. This Lease shall become effective upon our acceptance hereof but we will have no obligation to purchase the Equipment until you have accepted it as set forth above.

Guaranty

GUARANTY (upon request). In consideration of this Lease, you (the "Guarantor") absolutely, irrevocably and unconditionally guarantee to us the full and prompt payment, observance and performance when due of all obligations of Lessee (the "Guaranteed Obligations"). You waive (i) diligence, presentment, demand for payment, protest or notice of any default under this Lease, (ii) notice of waivers or indulgences given to you or Lessee, and any extensions, renewals or amendments to this Lease, and (iii) all defenses, offsets and counterclaims against us, any right to the benefit of any security or statute of limitations, and any requirement that we proceed first against Lessee or any collateral security. Until the Guaranteed Obligations have been paid and performed in full, you will not have any right of subrogation. Guarantor shall pay all costs of enforcement and collection including attorneys' fees. Guarantor agrees that: (i) this Guaranty constitutes an Electronic Document under section 6.3 of the Lease and (ii) Guarantor agrees to the provisions of such section 6.3. **THIS GUARANTY SHALL BE GOVERNED BY THE LAWS OF NEW JERSEY. GUARANTOR CONSENTS TO THE PERSONAL JURISDICTION AND VENUE OF FEDERAL AND STATE COURTS IN NEW JERSEY. THE PARTIES HERETO EXPRESSLY WAIVE ALL RIGHTS TO A TRIAL BY JURY.**

Name:

Signed by: _____

Address:

Soc. Sec #.

¹Authorized to do business in the name of Hewlett-Packard Financial Services Company Inc. in Alabama and New York

STATE AND LOCAL GOVERNMENT ADDENDUM ("ADDENDUM") TO BUSINESS
LEASE AGREEMENT NO. _____ DATED February 27, 2024, BETWEEN
HEWLETT-PACKARD FINANCIAL SERVICES COMPANY AND City of Eldon
AND ANY AND ALL SCHEDULES AND EXHIBITS THERETO (TOGETHER, THE "LEASE")

The parties to the above-captioned Lease hereby agree that the following provisions shall be incorporated into the Lease and made a part thereof. Capitalized or other terms defined in the Lease and used in this Addendum shall have the meanings ascribed to them in the Lease unless otherwise expressly defined herein.

NONAPPROPRIATION. Notwithstanding anything contained in this Lease to the contrary, in the event that sufficient funds are not appropriated and budgeted by your governing body or are not otherwise available from other legally available sources in any fiscal period as noted below ("Fiscal Period") for the Lease payments and other amounts due under the Lease, the Lease shall terminate on the last day of your Fiscal Period for which appropriations were received or other amounts are available to pay amounts due under the Lease without penalty or expense to you of any kind whatsoever, except as to the portions of payments due under the Lease or other amounts herein agreed upon for which funds shall have been appropriated or are otherwise available. You will immediately notify us or our assignee of the occurrence of nonappropriation. In the event of such termination, you shall, at your sole expense and risk, immediately return the Equipment to us. Upon return, the Equipment must be in the same condition as when you first received it (excepting only reasonable wear and tear) and include all original parts, attachments and accessories. If requested, you agree to execute and deliver to us all documents we reasonably request to evidence the transfer of legal and beneficial title to such Equipment to us, if applicable, and to evidence the termination of your interest in such Equipment. We will have all legal and equitable rights and remedies to take possession of the Equipment. At our request, you shall promptly provide supplemental documentation as to such nonappropriation satisfactory to us. Our exercise of rights pursuant to this Addendum shall not affect the survival of any indemnity and other provisions (other than the obligation to make the payments due under the Lease through the end of the then current Fiscal Period), which survive the termination of the Lease.

LESSEE WARRANTIES. You represent, warrant and covenant to us with respect to the Lease that: (a) you are an agency or department of, or a political subdivision of the state in which you are located; (b) you have the power and authority to enter into the Lease; (c) since the date of your most recent annual financial statement, there has been no material adverse change in your financial condition, or the level of assessment or collection of taxes by you; (d) the Equipment is essential to your immediate performance of a governmental or proprietary function within the scope of your authority and will be used during the Initial Term only by you and only to perform such function; (e) you intend to use the Equipment for the entire Initial Term of the Lease; (f) you have complied fully with all applicable law governing open meetings, public bidding and appropriations required in connection with the Lease and the acquisition of the Equipment; (g) there has been no material change in the budget for your current Fiscal Period since its adoption and such budget was prepared in accordance with generally accepted accounting principles in the United States in effect at that time; (h) your obligations to make the scheduled Lease payments and any other amounts due under the Lease constitute your current expense and not debt under applicable state law; and (i) no provision of the Lease constitutes a pledge of your taxes or general revenues.

CHOICE OF LAW. THIS LEASE SHALL BE GOVERNED BY THE INTERNAL LAWS (AS OPPOSED TO CONFLICTS OF LAW PROVISIONS) OF THE STATE OF THE EQUIPMENT LOCATION.

SELF-INSURANCE. Upon our prior written consent, in lieu of maintaining insurance obtained by third party insurance carriers, you may self-insure with respect to the risks described in the Lease, provided that our interests are protected to the same extent as if the insurance had been obtained by third party insurance carriers and provided further that such self-insurance program is consistent with prudent business practices with respect to such insurance risk.

INDEMNITY. The various indemnifications granted by you in the Lease shall be limited to the extent required by your applicable state law.

GUARANTY. All terms and conditions in the Lease relating to a guarantor or to a guaranty shall not apply to you or to your Lease.

PAYMENT IN ARREARS. All regularly scheduled Lease payments due by you under the Lease shall be payable in arrears.

DEPOSIT ACCOUNT INFORMATION. You shall not be required to provide to us your deposit account information; we shall not initiate debit entries to your checking account as described in the Lease.

NON-ASSIGNABILITY BY US. Notwithstanding any other terms or conditions set forth in the Lease to the contrary, we hereby agree that we shall not and will not sell, discount, factor, hypothecate or otherwise dispose of our interest in the Equipment or the Lease.

Your Fiscal Period is a twelve month period ending on December 31st.

Except as specifically modified herein, all provisions of the Lease shall remain unchanged and in full force and effect. In the event of a conflict between the terms of the Lease and the terms of this Addendum, the terms of this Addendum shall control.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by their respective duly authorized representatives as of the date first set forth above.

LESSEE: City of Eldon

HEWLETT-PACKARD FINANCIAL SERVICES COMPANY

By: [Signature]

By: _____

Name: Trevor Vernon

Name: _____

Title: Mayor

Title: _____



Equipment Maintenance Agreement

PO #

CONTRACT #

Sales Representative: Chase Ford
Meter Reading Contact Person: Leslie Wilson - lwilson@eldonmo.org

Equipment Maintenance Agreement Phone: 800.892.8548 | Fax: 800.847.3087

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

CUSTOMER INFORMATION

FULL LEGAL NAME _____ STREET ADDRESS _____
 City of Eldon _____ 101 S OAK ST _____
 CITY STATE ZIP PHONE
 ELDON MO 65026-1575 573-392-2291
 EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE) _____ ACCOUNT # _____
 CO111111169

EQUIPMENT UNDER CONTRACT

MAKE/MODEL/ACCESSORIES	SERIAL #	Category	Starting Sq Ft
1 HP T850 MFP *WIDE FORMAT* PRINTER - [101 S OAK ST, ELDON, MO, 65026-1575]	CN3971M04X	A:	60
2 All-Inclusive Contract Including: 20# Bond Paper, HP Consumables (ink, printheads)		B:	6
3 Marco Service & travel		C:	0
4		D:	0
5 Allowance is category A & B combined			

Minimum Payment* \$	90.00	Total Square Feet Allowance	500	Category A*	\$0.18000
		Base Square Foot Charge	\$0.18000	Category B*	\$0.18000
				Category C*	\$0.28000
				Category D*	\$0.40000

*plus applicable taxes

MARCO SUPPORT DESK (By selecting "YES" you agree that the Marco Support Desk Monthly Fee will be added to this Agreement's monthly invoice.)

Do you wish to enroll in the Marco Support Desk for equipment listed herein?
 Yes OR No
 Number of Devices Enrolled: 1
 Marco Support Desk Device Monthly Fees
 1 - 5 Devices: \$10 6 - 15 Devices: \$20 16+ Devices: \$30
 If enrolled, the equipment on this Agreement will qualify for Marco Support Desk. If no box is checked, then you have elected to waive Marco Support Desk coverage for equipment listed herein.

FREQUENCY OF MINIMUM PAYMENT

Please Check One: Monthly Quarterly Semi-Annually Annually
 (If no box is checked, frequency will be Monthly)

METER READING FREQUENCY

Please Check One: Monthly Quarterly Semi-Annually Annually
 (If no box is checked, frequency will be Monthly)

TERM AND PAYMENT SCHEDULE

The contract payment ("Minimum Payment") period is monthly unless otherwise indicated.
 Term in Months 60

SUPPLIES COVERAGE LEVELS

Please Check One: All Inclusive HP OEM No Supplies Included
 (If no box is checked, no supplies will be included) (Billed at Standard Pricing)

(See Page 2 for details on Coverage Levels)

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

MARCO ACCEPTANCE

Marco Technologies LLC			
OWNER	SIGNATURE	TITLE	DATED

PRIVACY AND INFORMATION SECURITY

You acknowledge that the Equipment you have received may be equipped with a hard drive that may store personal and confidential information ("PCI") and you understand the privacy and information security risks associated with PCI that may be stored on your Equipment. You agree to be responsible for safeguarding any PCI and you agree to indemnify and hold Marco Technologies LLC harmless from any loss, misappropriation or breach of the PCI that may be stored on your Equipment.

City of Eldon	SIGNATURE	TITLE	Mayor
CUSTOMER (as referenced above)		DATED	2/27/24

CUSTOMER ACCEPTANCE

By signing below, you certify to Owner that you have received, read, and agree to all terms and conditions on this page and on the second page of this two-page Agreement.

City of Eldon	SIGNATURE	TITLE	Mayor
CUSTOMER (as referenced above)		DATED	2/27/24

Trevor Veron
 PRINT NAME

44-6000170

FEDERAL TAX I.D. #

1. AGREEMENT: You agree to all of the terms and conditions contained in this Equipment Maintenance Agreement and any schedule incorporating the terms of this agreement by reference which together are a complete statement of our agreement regarding the listed Equipment ("Agreement"). Marco agrees to provide maintenance on the equipment specified in this Agreement at the address specified. This Agreement may be modified only by written agreement and not by course of performance. The terms and conditions of this Agreement take effect as of the date this Agreement is signed by You or the Equipment is delivered to you, whichever is first, and will continue for the amount of months shown on the first page in the "Term in Months" section ("Term"). In order to facilitate an orderly transition, the start date for invoicing will be the date the Equipment is delivered, the date services begin, or another date designated by us ("Invoice Start Date"), which will be shown on the first invoice. In addition to all Payments and other amounts due hereunder, you agree to pay us a transitional payment equal to 1/30th of the Payment, multiplied by the number of days between the date the Equipment is delivered to you and the Invoice Start Date. The first Payment is due 30 days after the Invoice Start Date and each Payment thereafter shall be due on the same day of each month. The Term will be extended automatically for successive 12 month periods ("Renewal Term") unless you send us written notice, no less than 30 days before the end of any Term or Renewal Term of your intent to cancel. Marco may also cancel this Agreement at any time subject to a 30 day notice. 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.

2. PAYMENTS: Payments are required to be made based on the frequency indicated on the front of this Agreement and based on the rates currently in effect 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. Marco reserves the right to delay or hold service if your account with us is delinquent. If for any reason, your check is returned for nonpayment, a NSF charge will be assessed.

3. MAINTENANCE AND SUPPLIES: The charges established by this Agreement include payment for maintenance and travel charges during normal business hours (8:00 a.m. – 5:00 p.m. Monday through Friday); inspection, adjustment, parts replacement (worn or broken through normal use and excluding ink print heads), drums and cleaning material required for the proper operation. All service calls will be responded to by factory authorized technicians within eight working hours of the time a call is placed. Parts or labor for repairs made necessary by accident, negligence, theft, vandalism, lightning, loss of power or current fluctuation, fire, water or other casualty, repairs made necessary by service performed by personnel other than those of Marco, are excluded from this agreement. Service performed at the specific request of the customer which commences outside normal working hours or extends more than one hour past the close of the normal work day will be charged at published rates for labor and expense but without charge for parts covered by this Agreement. Paper, staples and MICR cartridges must be separately purchased by you. Device network support on connected Equipment is not included and will be billable at the current hourly rate, at your expense. Changes to your network including but not limited to different or upgraded network operating systems that require reconfiguring your imager are not included in this agreement. Supplies for units may or may not be included in this Agreement. If necessary, the service and supply portion of this Agreement may be assigned. This agreement is based on the industry standard and the manufacturer estimated yield for black toner and developer is based on an average per page coverage of 6% and for color toner and developer is based on an average per page coverage of 20%. In the event that your black toner and developer exceeds the 6% per page coverage standard and/or your color toner and developer exceeds the 20% per page coverage, Marco Technologies LLC in its sole discretion reserves the right to amend this contract in order to adjust for any increased toner and developer usage in excess of the industry standard. Toner, developer and/or drums for facsimiles are not covered by this agreement. We may charge you a monthly Supply Freight Fee to help offset our costs of delivering supplies to you. Should any of the equipment included in this Agreement be traded in for a new device from Marco during the life of this Agreement, the unused balance of copies on the old equipment will be prorated and allocated toward maintenance of the new machine(s).

4. WARRANTIES: WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE. 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 may have executed or may execute a separate software license agreement and we are not a party to and have no responsibilities whatsoever in regard to such license agreement, if we have been instructed by you to set up the Equipment for you, the software license agreement may be accepted for you on your behalf in that process, 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 the address shown above and you agree to notify us of any movement of equipment covered under this Agreement.

6. 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.

7. LIMITATION OF LIABILITY: In no event shall Marco be liable for any damages caused by the customer's failure to perform customer's responsibilities under this contract. Marco will not be responsible to customers for any lost profits or consequential damages, even if Marco has been advised of the possibility of such damages. Marco will perform repairs consistent with usual and customary practices in the industry. In the event the customers established that Marco failed to make repairs consistent with this standard, customer's sole remedy shall be limited to a refund of amounts paid to Marco for the repairs; in no event shall the amount of any refund exceed the damages actually incurred by the customer. Marco's liability in regards to parts supplied shall be limited to any warranty expressly agreed to in a purchase agreement for such parts or supplies. There shall be no warranty for parts or supplies unless a purchase agreement is executed in writing and the purchase agreement explicitly provides such warranty. Marco will not be held responsible for any damage to software or customer information.

8. 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.

9. ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, OR ASSIGN THIS AGREEMENT. We may sell, assign, or transfer this Agreement without notice.

10. DEFAULT AND REMEDIES: If you do not pay any payment or other sum due to us or any other party in connection with this Agreement 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 up to 18% of the payment which is late or if less, the maximum charge allowed by law. If you are ever in default, we can terminate or cancel this Agreement immediately and require that you pay the unpaid balance of this Agreement. We may also use any of the remedies available to us under the Uniform Commercial Code as enacted in the State of Minnesota 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. 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.

11. CONSENT TO LAW, JURISDICTION, AND VENUE: This Agreement and any schedule or supplement shall be governed by the internal laws for the State of Minnesota. IF THIS AGREEMENT IS ASSIGNED, YOU AGREE THAT ANY DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT WILL BE ADJUDICATED IN THE FEDERAL OR STATE COURT WHERE THE ASSIGNEE'S CORPORATE HEADQUARTERS ARE LOCATED AND WILL BE GOVERNED BY THE LAWS OF THAT STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN THAT COURT AND WAIVE ANY RIGHT TO TRANSFER VENUE. EACH PARTY WAIVES ANY RIGHT TO A TRIAL BY JURY.

12. 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 overage billing cycle. If we are unable to gather a meter reading from you using your preferred method of collection after 3 attempts, you will be assessed a \$3 fee per device per overage billing cycle to collect your reads. At the end of the first year of the Agreement, and with each successive period, not to exceed 12 months, we may increase the base usage charge per Square Foot and the excess charge per Square Foot by a maximum of 15% of the existing charge.

13. SUPPLIES LEVEL COVERAGE INFORMATION: All Inclusive is defined as including all colors (cyan, magenta, yellow and black) of toners, developers, drums and drums kits. HP OEM is defined as including all colors (cyan, magenta, yellow and black) of HP Original Equipment Manufacturer toners, developers, drums and drums kits. No Supplies Included is defined as not including any toners, developers, drums or drums kits.

FOR MUNICIPALITIES ONLY

14-A. CUSTOMER COVENANTS: You covenant and warrant that (1) you have, 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 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 an agreement for non-appropriation, except as specifically described in a letter appended hereto.

14-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.

14-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 Marco.

Then, provided that (a) you have given Marco written notice of the occurrence of paragraph 1 above thirty (30) days prior to such occurrence; (b) Marco has received a written opinion from your counsel verifying the same within ten (10) days thereafter. Marco remedies for such default shall be to terminate the Agreement at the end of the fiscal period during which notice is given.

15. MARCO SUPPORT DESK: If indicated on page 1 of this Agreement, access to the Marco Help Desk, Monday-Friday from 8:00 am to 5:00 pm CST, is included on all Equipment. Marco Support Desk is included for all Equipment listed on this Agreement. Support Desk assistance is also available for equipment not listed on this Agreement at Marco's published prevailing rates. All Marco Support Desk is provided as phone or internet support. Any on-site support will be billed at Marco's prevailing published rates.

Marco Support Desk includes the following:

- Changes to your network such as: replaced or upgraded workstations and/or servers, IP address changes etc. that require reconfiguring your imager(s) on your network for printing or scanning. This would also include a commercially reasonable attempt to reconfigure scan to email for changes made by your Internet Service Provider.
- Reinstallation and configuration of Manufacturer Companion Software and drivers on additional or upgraded workstations. Current Marco supported Manufacturer Companion Software includes: Sharpdesk, PC Fax Drivers, EFI Command Workstation, EFI Remote scan and Marco installed meter monitoring software.
- New or upgraded end user software that results in printing issues requiring updating print drivers or configurations.
- Additional training sessions for key operators and/or end users.
- Other printing or scanning software related issues as it applies to the imager(s).