



CANON SOLUTIONS AMERICA

CITY CLERK ORIGINAL

ACQUISITION AGREEMENT LEASE OR PURCHASE

# S0515619.05

C-10704 03/15/2016

Canon Solutions America, Inc. ("CSA")
One Canon Park, Melville, NY 11747
(800) 613-2228

Salesperson Kenneth Ray Scott Order Date: 3 / 24 / 2016

Customer ("you"): Customer Account: Ship To: Customer Account:
Company: City of Glendale / City Clerk's Office Company: Glendale City of
Address: 5850 W Glendale Ave Address: 5850 W Glendale Ave
City: Glendale County: MARICOPA City: Glendale County: MARICOPA
State: AZ Zip: 85301 Phone #: 623.930.3261 State: AZ Zip: 85301 Phone #: 623.930.2236
Contact: Darcie McCracken Fax #: Contact: Bill Limbach Fax #:
Email: dmccracken@glendaleaz.com Email: blimbach@glendaleaz.com

Lease or Purchase:

- You agree to lease the items listed below or in any addendum(s) to this Agreement from the Leasing Company identified below, at the fixed periodic lease payments indicated below or in any addendum(s) to this Agreement and for the fixed term specified in the lease agreement between you and the Leasing Company.
Delivery to you of the items specified is contingent on you signing a lease agreement with the Leasing Company.
Canon Financial Services, Inc. Other (Name of Leasing Company):

You agree to purchase the items listed below or in any addendum(s) to this Agreement, for the purchase price specified.

The "bill to" for the items listed is the Leasing Company or you, depending on which box is checked above.

PLEASE PRINT

Equipment, Supplies and Licenses of Application Software with listed third party support contracts:

Table with 5 columns: Item Code, Product Description, Qty, Unit Price, Periodic Lease Payment or Purchase Price. Rows include 8073B002 DR-G1130 SCANNER and 1122V263 DR/CR SCANNER DELIVERY-ONLY CHARGE.

Payment Terms and Other Requirements section. Includes checkboxes for Check with Order, Net 30, Lease, Other, Credit Card, P.O. Required, Tax Exempt, and Customer Declines Equipment Maintenance. Summary table for Subtotal, Delivery/Install, Sales Tax, Total, Deposit, and Balance Due.

Shipping Instructions, Customer Delivery Information, and Customer IT Contact Information sections. Includes fields for Ship Via, Hours of Operation, Name, Email, and Phone.

BY YOUR SIGNATURE BELOW, YOU AGREE TO LEASE OR PURCHASE, AS SPECIFIED ABOVE, THE ITEMS LISTED ABOVE OR IN ANY ADDENDUM(S) TO THIS AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT, CONSISTING OF TWO PAGES INCLUDING THIS FACE PAGE. THE ADDITIONAL TERMS AND CONDITIONS ON PAGE 2 HEREOF AND IN ANY ADDENDUM(S) HERETO ARE INCORPORATED AND MADE PART OF THIS AGREEMENT.

Customer's Authorized Signature [Signature]

Printed Name Thomas K. Duencin Title Arch. City Manager Date 4-4-16

ATTEST:

[Signature] City Clerk

[Signature] City Attorney

These are the additional terms and conditions referred to on the face page to which they are attached. Such face page and addendum(s), collectively with these terms and conditions, the "Agreement."

**1. LEASE OR PURCHASE PRICE AND PAYMENT.** You agree to lease or purchase the units of equipment and supplies (the "Equipment") and licenses of application software with separate support contracts (the "Listed Software" and, together with the Equipment, the "Listed Items"), in each case as indicated on the face page hereof or in any addendum(s) hereto. (a) If purchasing the Listed Items, the total purchase price specified in the Agreement, including sales taxes and delivery/installation charges, is due and payable in accordance with the payment terms of this Agreement. (b) If leasing the Listed Items, CSA shall sell the Listed Items to the Leasing Company subject in all respects to the warranty limitations and disclaimers and limitations of liability in this Agreement. You shall enter into a lease agreement with the Leasing Company providing, in addition to such terms and conditions as the Leasing Company shall require, for fixed periodic lease payments indicated herein over a fixed lease term as specified in the lease agreement. Delivery/installation charges, if separately itemized in this Agreement, are due and payable in accordance with the payment terms of this Agreement. You are responsible for payment of sales or use taxes on monthly rentals if applicable, even if not specified in this Agreement.

(c) In addition to the amounts shown in this Agreement, you shall pay CSA's rates for any special rigging for delivery and installation when CSA notifies you of in advance, subject to your approval. (d) CSA will, at no additional charge, install all Equipment in accordance with its normal practices and requirements. Maintenance and any other post-installation support of Equipment, is not covered by this Agreement, and will only be provided by CSA if a separate maintenance agreement is entered into and to the extent provided therein. (e) Installation/Implementation of Listed Software may be at an additional charge except to the extent included as a Listed Item, and may be conditioned on a separate statement of work or other document covering the scope and schedule of installation/implementation, configuration options, responsibilities of each party, and other matters, which shall solely govern as to the matters covered therein. Additional charges may apply for work beyond the initial scope described in such separate document. (f) Support for Listed Software is provided directly by the respective developers thereof and as set forth in each developer's applicable separate support contract, and is not provided by CSA under this Agreement except as expressly provided herein. Support for Listed Software may require separate purchase by you of a support contract, unless included under this Agreement as a Listed Item. The terms of support contracts for Listed Software are available from the developers, or will be provided to you by CSA upon request. (g) CSA shall make available to you from time to time upgrades and bug fixes for the Listed Software, but: (i) only if such upgrades and bug fixes are provided to CSA by the developers of such software, (ii) availability of upgrades and bug fixes may be at additional charge unless covered by separate support contract purchased by you, and (iii) installation of such upgrades and bug fixes by CSA if requested by you shall be at additional charge. You are not required to use CSA for installation of either Listed Software or for any upgrades and bug fixes, but if installation is done by anyone other than CSA, CSA shall have no responsibility for any performance or other issues that may result from such installation. CSA shall also use reasonable efforts to provide Level 1 support for the Listed Software for so long as a CSA maintenance agreement for the related Equipment remains in effect, except that for certain Listed Software, Level 1 support shall be provided only if and so long as a separate software support contract for such Listed Software from the developer thereof is in effect. Level 1 support consists of providing help-line telephone assistance in operating the Listed Software and identifying service problems, facilitating contact between you and the developer of the Listed Software to attempt to rectify such problems and maintaining a log of such problems to assist in tracking the same. (h) CSA reserves the right to withhold shipment of the Listed Items (i) until you make full payment of the total price specified in this Agreement or if CSA revokes any credit extended to you because of your failure to pay any amounts when due or for any other reason affecting your creditworthiness, or (ii) until you enter into a lease agreement with the Leasing Company and the Leasing Company commits to full payment of the purchase price agreed to between CSA and the Leasing Company. If at any time prior to shipment, CSA discovers any mistake in pricing or Equipment configuration for any Listed Item(s), CSA reserves the right to notify you of the mistake in writing, and such notification will constitute the non-acceptance of this Agreement by it with respect to such Listed Items without liability.

**2. LIMITED WARRANTY.** All Canon and Ocè brand Equipment is provided with a manufacturer's end user limited warranty from Canon USA, Inc. CSA is an authorized Canon service dealer and provides warranty service under the Canon USA limited warranties. All other Listed Items are provided subject to such end user warranties and license terms as are provided by the manufacturer or developer as packaged or otherwise provided with the Listed Items. CSA shall upon your request provide to you copies of all such end user warranties and license. SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE USE OR PERFORMANCE OF THE LISTED ITEMS, AND ALL SUCH OTHER WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. YOU EXPRESSLY ACKNOWLEDGE THAT SUCH WARRANTIES DO NOT ASSURE UNINTERRUPTED OPERATION AND USE OF THE LISTED ITEMS.

**3. DATA.** You acknowledge that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that you may store for purposes of normal operation of the Equipment ("Data"). You acknowledge that CSA is not storing Data on your behalf and that exposure or access to the Data by CSA, if any, is purely incidental to the services performed by CSA. Neither CSA nor any of their affiliates has an obligation to erase or overwrite Data upon your return of the Equipment to CSA or any leasing company. You are solely responsible for: (i) your

compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (ii) all decisions related to erasing or overwriting Data. Without limiting the foregoing, you should, (a) enable the Hard Disk Drive (HDD) data erase functionality that is a standard feature on certain Equipment and/or (b) prior to return or other disposition of the Equipment, utilize the HDD (or comparable) formatting function (which may be referred to as "Initialized All Data/Settings" function) if found on the Equipment to perform a one pass overwrite of Data or, if you have higher security requirements, you may purchase from CSA at current rates an appropriate option for the Equipment, which may include (x) an HDD Data Encryption Kit option which disguises information before it is written to the hard drive using encryption algorithms, (y) a HDD Data Erase Kit that can perform up to a 3-pass overwrite of Data (for Equipment not containing data erase functionality as a standard feature), or (z) a replacement hard drive (in which case you should properly destroy the replaced hard drive). The terms of this Section 3 shall solely govern as to Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between you and CSA could be construed to apply to Data.

**4. SECURITY; LATE PAYMENT.** As security for the payment of all amounts due to CSA, you hereby grant to CSA a security interest in the Listed Items. To the extent permitted by applicable law, you hereby authorize CSA to file with the appropriate governmental authorities any and all financing statements necessary to evidence or perfect CSA's security interest in the Listed Items. Without limiting any of CSA's right and remedies under applicable law, if payments are late, you shall pay the actual and reasonable costs and expenses of collection incurred by CSA, including the maximum attorney's fees permitted by law and CSA may charge you and you agree to pay, a late charge equal to the higher of five percent (5%) of the amount due or \$10 as reasonable collection fees, not to exceed the maximum amount permitted by law.

**5. WARRANTY OF BUSINESS PURPOSE.** You represent and warrant that that the Listed Items will not be used for personal, family or household purposes.

**6. LIMITATION OF LIABILITY.** CSA SHALL NOT BE LIABLE FOR INJURY OR DAMAGE EXCEPT TO THE EXTENT CAUSED BY CSA'S NEGLIGENCE OR WILLFUL MISCONDUCT. CSA SHALL NOT BE LIABLE FOR LOSS OF REVENUE OR PROFIT, LOSS, CORRUPTION OR RELEASE OF DATA, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, STORAGE CHARGES OR INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED AND EVEN IF CSA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**7. CHOICE OF LAW AND FORUM.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. YOU CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE CITY OF NEW YORK UPON SERVICE OF PROCESS MADE IN ACCORDANCE WITH THE APPLICABLE STATUTES AND RULES OF THE STATE OF NEW YORK OR THE UNITED STATES. ANY AND ALL SUITS COMMENCED BY YOU AGAINST CSA, WHETHER OR NOT ARISING UNDER THIS AGREEMENT AND REGARDLESS OF THE LEGAL THEORY UPON WHICH SUCH SUITS ARE BASED, SHALL BE BROUGHT ONLY IN THE STATE OR FEDERAL COURTS LOCATED WITHIN THE CITY OF NEW YORK. YOU HEREBY WAIVE OBJECTIONS AS TO VENUE AND CONVENIENCE OF FORUM. ANY SUIT BETWEEN THE PARTIES HERETO, OTHER THAN ONE SEEKING PAYMENT OF AMOUNTS DUE HEREUNDER, SHALL BE COMMENCED, IF AT ALL, WITHIN ONE (1) YEAR OF THE DATE THAT THE CLAIM ACCRUES. THE PARTIES IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUIT BETWEEN THEM.

**8. GENERAL.** This Agreement shall be binding on you upon your signature and on CSA upon the delivery of any of the Listed Items. All provisions of this Agreement including Section 3, which by their nature can be construed to survive the expiration or termination of the Agreement shall so survive. This Agreement, together with any related CSA credit application, constitutes the entire agreement between the parties with respect to the furnishing of the Listed Items, superseding all previous proposals and agreements, oral or written. No lease agreement entered into between you and the Leasing Company with respect to any Listed Items shall be binding on CSA in any respect or affect your rights or CSA's obligations hereunder. Any purchase order utilized by you shall be for your administrative convenience only, and any terms therein which conflict with, vary from or supplement the provisions of this Agreement shall be deemed null and void. No representation or statement not contained on the original of this Agreement shall be binding upon CSA as a warranty or otherwise, nor shall this Agreement be modified or amended except by a writing signed by you and a designated representative of CSA. If a court finds any provision of this Agreement (or part thereof) to be unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. This Agreement shall not be assignable by you without CSA's prior written consent, and any attempted assignment without such consent, which shall not be unreasonably withheld, shall be void; except that you may, as described above, assign to your leasing company your right to acquire the Listed Items and your warranty rights hereunder, but your other rights hereunder, are not assignable to the leasing company and such assignment shall not relieve you of any of your obligations hereunder. You expressly disclaim having relied upon any representation or statement concerning the capability, condition, operation, performance or specifications of the Listed Items, except to the extent set forth on the original of this Agreement. You agree that CSA may accept an electronic image of this Agreement as an original, and that electronic copies of your signature will be treated as an original for all purposes.



ACQUISITION AGREEMENT ADDENDUM

CANON SOLUTIONS AMERICA

Canon Solutions America, Inc. ("CSA")
One Canon Park, Melville, NY 11747
(800) 613-2228

Table with acquisition details: Related Acquisition Agreement Number: S0515619, Customer: City of Glendale / City Clerk's Office, Street address: 5850 W Glendale Ave, City: Glendale, State: AZ, Zip: 85301, Equipment Description: (1) - DR-G1130 Scanner, Term: Purchase

WHEREAS, Canon Solutions America, Inc. ("CSA"), and the above-described Customer ("You") have determined that it is in their mutual benefit to enter into this Acquisition Agreement Addendum ("Addendum") to the above-described Acquisition Agreement ("Agreement").

NOW, THEREFORE, for good and valuable consideration, intending to be legally bound, the parties hereby agree as follows:

- 1) Anything in the Agreement to the contrary notwithstanding, and subject to all of the terms and conditions set forth in this Addendum, the terms and conditions of the Agreement shall be modified as follows:
a. Paragraph 7. Replace every instance of the words "STATE OF NEW YORK" with the words "STATE OF ARIZONA" and replace every instance of the words "CITY OF NEW YORK" with the words "MARICOPA COUNTY ARIZONA".
b. Paragraph 7. Replace the words "ONE (1) YEAR" with the words TWO (2) YEARS".
2) It is expressly agreed by the parties that this Addendum is supplemental to the Agreement, and that the provisions thereof, unless specifically modified herein, shall remain in full force and effect and shall apply to this Addendum as though they were expressly set forth herein.
3) In the event of any conflict or inconsistency between the provisions of this Addendum and any provisions of the Agreement, the provisions of this Addendum shall in all respects govern and control.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed on the date set forth below.

Canon Solutions America, Inc.

By: \_\_\_\_\_
Name: \_\_\_\_\_
Title: \_\_\_\_\_
Date: \_\_\_\_\_

City of Glendale / City Clerk's Office

By: [Signature]
Name: Kevin R Phelps
Title: City Manager
Date: 3/15/16



ATTEST: [Signature]
City Clerk
Approved as to form

[Signature]
City Attorney



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CANON SOLUTIONS AMERICA

Canon Solutions America, Inc. ("CSA")
One Canon Park, Melville, NY 11747
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NOW, THEREFORE, for good and valuable consideration, intending to be legally bound, the parties hereby agree as follows:

- 1) Anything in the Agreement to the contrary notwithstanding, and subject to all of the terms and conditions set forth in this Addendum, the terms and conditions of the Agreement shall be modified as follows:
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3) In the event of any conflict or inconsistency between the provisions of this Addendum and any provisions of the Agreement, the provisions of this Addendum shall in all respects govern and control.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed on the date set forth below.

Canon Solutions America, Inc.
By: [Signature]
Name: Steven Giuliano
VP, Business Operations
Title:
Date: 3/23/16

City of Glendale / City Clerk's Office
By: [Signature]
Name: Kevin R Phelps
Title: City Manager
Date: 3/15/16

ATTEST:
[Signature]
City Clerk
Approved as to form

[Signature]
City Attorney

CANON DR-G1130 Quotes

COMPANY	Price w/o fees	Shipping	Tax	Optional Fees	TOTAL	Ext. Maint. Agrmt	KOFAK upgrade	Total with ext. main	Notes
Canon Solutions America (Ken) Quote A	\$6,090.00	\$36.00	\$407.52	\$0.00	\$6,533.52	\$1,200 1 yr.	Included if bought by 03/31/16	\$7,733.52	We bought our prev. scanners from them. Canon onsite service. Power filters included.
Binary office (John) Quote B	\$5,895.00	\$56.00	\$555.05	\$187.50 if we need set up	\$7,506.05	\$1,211.25 1 yr.	Included if bought by 03/31/16	\$8,717.60	if we don't buy from them, if we ask them to trouble-shoot a teleform problem, if it's scanner related...they will charge us.
DataBank IMX (Tracy) Quote C	\$9,975.00	\$100.00	\$755.51	\$290 Installation / power kit	\$10,830.51	\$995.00 1 yr.	Included if bought by 03/31/16	\$11,825.51	2 onsite maint. services per yr.
Amazon.com Quote D	\$6,150.00	\$0.00	they don't charge it		\$6,150.00	\$279.99 3 yr. / \$419.99 4 yr.	No, we need to contact Canon	\$6,429.99	non-returnable. Service may be by 3rd party. Will need to ship it out.
Office Depot Quote E	\$7,334.95	\$0.00	\$618.19		\$7,953.14	\$249.99 2 yrs.	No, we need to contact Canon	\$8,203.13	Service may be by 3rd party. Will need to ship it out.
NewWave Technologies (John) Quote F	\$9,177.25	\$56.00	\$738.77		\$9,972.02	\$1,211.25 1 yr.	not sure, we need to contact Canon	\$11,183.27	Onsite Canon service

Ms. ICANON SOLUTIONS AMERICA IS THE BEST 02/25/14  
 CHOICE. THE KODAK UPGRADE IS INCLUDED &  
 ON-SITE SERVICE WHICH IS CRITICAL TO WEST  
 MAIN TRAINING & OUR BEAD LINES.  
 BIDDEN WITH THOSE TWO FEATURES.

