



4509 Prime Parkway McHenry, IL 60050 Phone:
 (815) 759-6000 Fax: (815) 759-6005
www.imagetec.com
 Chicago, IL (312) 580-3500
 Lincolnshire, IL (847) 478-3020
 Naperville, IL (630) 717-3750
 Rosemont, IL (224) 563-3441
 Tinley Park, IL (708) 407-2250

Order Type Lease
Lease Type Digital Solutions
Lease Term 60
 Other _____
 _____ % PUT

See Attached schedule for additional Equipment/Accessories

S Name: Village of Long Grove
H Address: 3110 Old McHenry Rd
I City: Long Grove
P State: IL **Zip:** 60047
Phone: 847-634-9440
T IT Contact: Sherry Shlagman
O Phone: 847-634-9440
Email: sshlagman@longgroveil.gov

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I Address: 3110 Old McHenry Rd
L City: Long Grove
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Meter Contact: _____ **Phone:** _____ **Email:** _____

Qty	Product No.	Description	Unit Price	Extended
1	X3A76A	Base Engine for HP E876z		
1	X3A89A	Speed Option for HP E87650z		
1	Y1G16A	Cabinet		
1	3JN69A	JetDirect 3100w BLE/NFC/Wireless Accessory		
1	Y1G00A	Inner finisher		
1	2EH31A	Fax		
			Network	Included
			Freight	Included
		On behalf of the Village of Long Grove, IMAGETEC will facilitate the return	Sales Tax (.0775)	exempt
		of 1 Xerox copier as per the lease return guidelines. It is the sole responsibility	Total Investment	
		of the Village of Long Grove to satisfy all contractual & financial obligations	Lease Payment (p/mo)	\$ 275.03
		relating to this copier lease & to provide IMAGETEC with the return information.	Security Deposit	

Delivery Info: Contact: Sherry Shlagman Phone: 847-634-9440
 Customer Owned (Bill of Sale)
 Buyout (Leased)

Very small building dimensions, see Sherry or Denise prior to delivery for best access.

PICK-UP INFORMATION							
Make/Model	Serial	ID Tag #	Make/Model	Serial	ID Tag #		
Xerox AltaLink C8045	TBD						
MAINTENANCE AGREEMENT							
Term (mos.)	Covered Equipment:	<input checked="" type="checkbox"/> Includes Supplies (excluding paper and staples)	Beginning Meter(s)		Toner Yield		
60	Qty	Make	Model	Black	Color	Black	Color
	1	HP	E87650z			54,500	52,000
Maintenance Base/Overage Rates							
Meter Type	Copy Allowance	Base Allowance Charge	Base Billed Period	Excess Charge	Excess Billed Period	Auto Meter Collection Fee	Toners Allowed
B/W Images	120,000	Included in Lease		0.0095			
Color Images	60,000	Included in Lease		0.0393			
B/W Prints							
Color Prints							
Comments:	Contract term 60 mos or block of copies, whichever comes first; HP E87650z ships with full toner						

Orders are considered final upon the approval of a Partner of Imagetec L.P. Title of all Equipment and Accessories remains in Imagetec L.P.'s name until payment in full has been received. Terms of payment for each shipment are net 10 days from date of invoice. A late payment fee of 1.5% per month or the maximum rate permitted by law whichever is less, shall be charged on all overdue amounts from the date of the invoice until paid. Customer agrees to pay Imagetec L.P. for all costs and expenses, including attorney fees, incurred by Imagetec L.P. in enforcing its rights hereunder. No returns are permitted without advance written authorization by Imagetec L.P. By signing this Agreement, Customer acknowledges reading, receiving and agreeing to the completed information set forth above, the Terms and Conditions set forth on the reverse side of this document, and all attached Schedules, all of which collectively comprise this Agreement.

Imagetec L.P.
 By: _____ Date: _____
 Sales Representative: Chris Moran

Customer ("Buyer" "You")
 By: _____ Date: _____
 Name: _____ Title: _____

General Terms and Conditions

1. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, proposals, and communications, oral or written, concerning the subject matter of the Agreement. Customer acknowledges and agrees that no promise, representation or warranty of any kind has been made by Imagetec L.P. except as specifically set forth in this Agreement. No amendment or waiver of any provision of this Agreement shall be binding on Imagetec, L.P. unless such amendment or waiver is in writing and signed by the general partner of Imagetec L.P.

2. Delivery to the place of shipment specified herein shall constitute delivery to the Customer. Imagetec L.P. reserves the right to make delivery in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Imagetec L.P. shall not be liable for failure or delays in delivery occasioned by causes beyond Imagetec L.P.'s control. Delay in delivery of any installment shall not relieve Customer of its obligation to accept remaining installments.

3. It is mutually understood and agreed that the sole warranty on the Equipment and Accessories which are the subject of this Agreement is the warranty of the respective manufacturer(s), and that Imagetec, L.P. makes no warranty, either express or implied, with respect to any of the Equipment or Accessories. IMAGETEC L.P. HEREBY SPECIFICALLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. IMAGETEC L.P. SHALL NOT BE RESPONSIBLE FOR DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

4. Imagetec L.P. will provide technical support for thirty (30) calendar days from the date of installation. After this initial 30-day period, all requested technical support will be billed to Customer at Imagetec L.P.'s then-current labor rates, in 15-minute increments for phone support, with a one-hour minimum charge for on-site service calls.

Terms and Conditions of Equipment Maintenance Agreement (if applicable)

5. If this Agreement includes an equipment maintenance agreement ("EMA"), the EMA will be governed by the Terms and Conditions set forth in paragraphs 5 through 27 and the applicable provisions on the front side of this document. The EMA covers the labor and material necessary for lubrication, cleaning, adjustment and repair of the Equipment and the replacement of parts necessitated by normal use of the Equipment as listed on the front of this document including the controller, memory, printing systems, drivers, harnesses, wiring, hard drives, CD ROM drives, floppy disk drives, CD read/writers, mouse, monitors, keyboard, network harnesses that are directly attached to and purchased/leased as part of the initially installed basic copier system, except as hereinafter provided and subject to the Exclusions and Additional Exclusions set forth in paragraphs 6 and 7 below. The serviceability of parts will solely be determined by Imagetec L.P. Replaced parts will be disposed of by Imagetec L.P.

6. Exclusions: This EMA will not apply to and does not cover:

A. Any Equipment lost or damaged for any reason, including accident, abuse, misuse or other-than-normal use, theft, neglect, acts of third parties, fire, water, casualty, or any other force or circumstances.

B. Replacement or repair of any network devices not directly attached to and purchased/leased as part of the initially installed basic copier system, including print controllers (internal or external), memory, printing systems, storage devices, (internal or external), drivers, harnesses, wiring, hard drives, mouse, monitors, keyboards, network harnessing or cards.

C. Service required after the initial installation, and/or after the Customer installs software, software updates or any changes to the operating systems, or related to network problems, that is not specifically for the adjustment, repair or replacement of items covered in paragraph 5 of this EMA.

D. Replacement of doors, covers, hinges, operation panels, stands, wheels, casters, work tables, exit trays, document lids, ADF covers, paper cassettes, sheet by-pass or instruction manuals.

E. Circuit board failure, unless an Imagetec L.P.-approved surge protection device was installed and continuously in use from and after the initial installation of the affected Equipment.

F. Color calibration from Customer computers for color devices. Excluded items will be repaired, serviced, calibrated or replaced, as applicable, by Imagetec, L.P. at Customer's request at Imagetec L.P.'s then-current labor and material rates.

7. Additional Exclusions: Additional excluded services include but are not limited to: (a) optional retrofits; (b) service associated with relocation of equipment; (c) installation of accessories, attachments or devices not included in the original installation; (d) performance of normal operator functions as described in the manufacturer's operator manual; (e) increase in required service time resulting from Customer's neglect, unique application or use beyond manufacturer's specifications of machine capability; (f) computer hardware/software conditions including, but not limited to a software virus resulting in Imagetec L.P. equipment malfunctioning. Services excluded under this paragraph 7 will be charged to Customer in accordance with Imagetec L.P.'s then-current labor and material rates.

8. This EMA is only available for equipment having a valid manufacturer's serial number, UL certification and an Imagetec L.P. identification tag.

9. Equipment purchased from Imagetec L.P. for which an Imagetec, L.P. EMA expired within the prior twelve-month period is eligible for coverage under this EMA, subject to a chargeable inspection at Imagetec L.P.'s then-current labor and material rates and acceptance of the equipment condition by Imagetec L.P. Equipment purchased from Imagetec, L.P. that has not been covered by an Imagetec L.P. EMA in the previous twelve (12) month period is eligible for coverage under this EMA subject to inspection and chargeable refurbishing of the Equipment (if deemed necessary by Imagetec) at Imagetec L.P.'s then-current labor and material rates. In the event any equipment is added to this EMA under this paragraph 9, the Maintenance Base/Overage Charge shown on the front side of this document will be amended accordingly.

10. Imagetec L.P. may terminate this EMA in the event the Equipment is modified, damaged, altered or serviced by personnel other than Imagetec L.P. employees, or if parts, accessories or components not authorized by Imagetec L.P. are fitted to the Equipment.

11. Customer agrees to furnish a key contact who will assume all duties covered and described in the manufacturer's operator manual. If training has been purchased, Imagetec L.P. will train the initial key contact at the time of initial installation and thereafter Customer shall ensure that a trained key contact is available. If additional training is required after the installation, Imagetec L.P. is available upon request to train additional key contacts at Imagetec L.P.'s then-current labor rates.

12. Imagetec L.P. shall not be liable for failure or delays in delivery of replacement parts or supplies or delays in service calls occasioned by causes beyond the control of Imagetec L.P. or its suppliers. Service calls under this EMA will be made under normal business hours of 8:00 A.M. to 5:00 P.M. CST Monday through Friday, excluding Imagetec L.P. observed holidays, at the installation address shown on the front side of this document. Travel and labor time for service calls after normal hours, on weekends and on holidays, if and when available, will be charged partial to portal at overtime rates in effect at the time the service call is made. Imagetec L.P. shall have free access to Equipment during the business hours stated above to perform service thereon. Imagetec L.P. reserves the right to cancel this EMA or have Equipment brought to an Imagetec L.P. facility for service when service access is so restrictive as to diminish overall efficiency of Imagetec L.P.'s service staff.

13. In the event Imagetec L.P. is unable to obtain, repair or replacement parts due to the discontinuation of such parts by the manufacturer and is unable to effect repairs to the Equipment, Imagetec L.P. will credit the unused portion of EMA charges to Customer's account. Any such credit must be used toward future charges by Imagetec L.P.

14. Customer is required to submit monthly meter readings to Imagetec L.P. Customer may submit Customer's meter readings through the web at www.imagetec.com or by fax at (815) 759-6005. For networked devices, Imagetec L.P. will provide software to automatically report meter readings for a fee of \$1.00 per machine per month. If Customer fails to provide meter readings in a timely fashion, Imagetec L.P., at its discretion, will estimate all necessary meter readings. If Customer disputes invoices generated from Imagetec L.P.'s estimated meter reading and rebilling is required, Customer will be assessed an administrative fee of \$10.00 for each invoice affected. Customer authorizes Imagetec L.P. to use remote access for meters and diagnostics throughout the term of this EMA.

15. Customer acknowledges that it is Customer's responsibility to maintain a current backup of Customer's program and data files to restore any loss of data. Under no circumstances shall Imagetec L.P. be held responsible for any loss of data.

16. For EMAs which are supply-inclusive, Imagetec L.P. agrees to provide sufficient toner quantity for Customer's usage according to the manufacturer's published expected usage which is based on 6% coverage black & white and 28% coverage full color. In addition to the charges set forth on the front of this document, Customer shall pay shipping and handling charges for all toner provided by Imagetec L.P. at the rate of .0008 per copy for black and white toner and .002 per copy for color toner. In the event that Customer's actual toner usage exceeds the manufacturer's published expected usage, Imagetec L.P. reserves the right to remedy this variance, at its option, by either adjusting the charges) payable under this EMA to cover Customer's excess toner usage or by invoicing Customer for Customer's excess toner usage from time to time.

17. If this EMA includes the copy drum, Imagetec L.P. will determine when drum replacement is necessary due to normal wear and tear. Drums will not be replaced at Customer's request, or for scratches, marks, or other notable defects caused by Customer neglect, abuse, or misuse. If drum replacement is required due to Customer neglect, abuse or misuse, Customer will pay a prorated charge based on the published drum yield and the then current drum retail price, plus labor charges for replacement at Imagetec L.P.'s then-current labor rates. If this EMA does not include the copy drum, the drum will be replaced as requested by Customer at Imagetec L.P.'s then-current labor and material rates.

18. Expenses incurred for supplies damaged or misused by Customer or consumed in the course of service performed on the Equipment by Customer are non-recoverable and replenishment of such supplies shall be at Customer's expense.

19. If Imagetec L.P. determines that any Equipment covered by this EMA is not supplied with a "clean" power source (without spikes, sags, noise, etc.), then Customer must provide, at its expense, all changes and installations needed to correct the problem with the incoming power source. This could include items such as dedicated power lines, U.L. approved power (line) suppressors, line regulators, etc. Imagetec L.P. disclaims all responsibility for costs incurred to repair or replace any Equipment or components, including circuit boards, when damage to such was caused by an insufficient or faulty power source.

20. When in its sole discretion Imagetec L.P. determines that a shop reconditioning is necessary to keep any of the Equipment in working condition, Imagetec L.P. will submit to Customer an estimate of needed repairs and the cost thereof, which will be in addition to charges payable under this EMA. If Customer does not authorize such reconditioning, Imagetec L.P. may discontinue service of such Equipment under this EMA, refunding the unused portion of the maintenance charge, or may refuse to renew this EMA upon the expiration of the then-current term. In any such event, Imagetec L.P. service will be available on a "Per Call" basis at Imagetec L.P.'s then-current labor and material rates.

21. Customer will pay for all costs associated with any Equipment relocation requested by Customer at Imagetec L.P.'s then-current labor and material rates. These costs will include applicable installation and removal charges and special rigging charges. Imagetec L.P. shall be under no obligation to provide service for any Equipment that is relocated outside its geographical service area, and on request Imagetec L.P. will assist Customer in obtaining service from other qualified service providers outside Imagetec L.P.'s geographical service area.

22. This EMA shall be considered in force upon receipt by Imagetec L.P. of the initial EMA charge (per billing period) set forth on the reverse side hereof and shall continue for the term of this EMA from the EMA effective date shown on the reverse side of this document. The term of this EMA will automatically renew for successive additional one-year terms unless either party gives notice of non-renewal at least 30 days prior to the scheduled expiration of the then-current term. Each renewal term shall be subject to a price adjustment in accordance with Imagetec L.P.'s then-current rates. In addition, Imagetec L.P. may elect to change the base charge and/or number of copies / prints included in the base charge at the time of EMA renewal to more accurately reflect Customer's average copy volume for the billing period specified. In addition, if Imagetec L.P. determines at any time that Customer's copy usage has increased materially, either in application or volume, above the quantities set forth on the reverse side of this document, Imagetec L.P. shall have the right to notify Customer of early termination of this EMA, in which event Imagetec L.P. shall re-quote pricing, terms and conditions of a new EMA, which Customer may reject, and in the case of such rejection the term of this EMA shall end on the early termination date selected by Imagetec L.P. Imagetec L.P. has no obligation to provide supplies, on a supply-inclusive EMA, beyond the manufacturer's expected usage or beyond the term of this EMA. In the event of non-renewal of this EMA, all supplies delivered to Customer in excess of the manufacturer's expected usage projected to the date of EMA expiration are the property of Imagetec L.P. In the event Customer has received supplies in excess of the foregoing, Customer shall either return the excess supplies to Imagetec L.P. or pay the then current published price to purchase the excess supplies from Imagetec L.P.

23. The initial monthly/quarterly/semi-annual/annual charge for maintenance under this EMA shall be the amount set forth on the reverse side hereof. The monthly/quarterly/semi-annual/annual maintenance charge with respect to any renewal term will be the charge in effect at the time of renewal. Customer agrees to pay the total of all charges for maintenance during the initial term and any renewal term upon receipt of each Imagetec L.P. invoice for such charges. Customer agrees that alterations, attachments or specification changes may require an increase in maintenance charges at any time during the term of this EMA and agrees to pay such charges promptly when due. The billing period for the base charge noted on the reverse of this document determines the invoicing cycle Customer will receive. There is a \$10.00 per month billing processing fee for a monthly base billing period. The billing period for the base charges and copy/print allowances represents the invoicing for all copies/prints made in excess of the allowance. At the conclusion of each copy/print allowance billing period, Customer's meter reading(s) will be taken and excess copies/prints will be invoiced for the applicable billing cycle. The charge for excess copies/prints will be calculated using the excess copy/print charge set forth on the reverse of this document. If Customer does not exceed the copies/prints allowed in the billing period, the meter reading(s) taken as of the end of such billing period will become the beginning meter reading(s) for the new copy/print allowance billing period. No credits will be given when the copy/print count is below the copy/print allowance for any billing period.

24. If Customer does not pay all charges for maintenance or parts as provided hereunder when due, or if Customer's account becomes delinquent: Imagetec L.P. may (a) refuse to service the Equipment or (b) elect to furnish service on a C.O.D. "Per Call" basis at Imagetec L.P.'s then-current labor and material rates. Customer agrees to pay all costs incurred by Imagetec L.P. to collect delinquent amounts from Customer, including reasonable attorneys' fees and expense incurred by Imagetec L.P.

25. Products sold by Imagetec L.P. are designed to give excellent performance with Imagetec L.P. authorized supplies, including paper, developer, toner, ink and masters. Although it is not a condition of this EMA that Customer use only Imagetec L.P. supplies, if Customer uses supplies other than supplies approved by Imagetec L.P., and if such supplies are defective or not acceptable for use on Imagetec L.P.-serviced machines, and cause abnormally frequent service calls or service problems, then Imagetec L.P. may, at its option, terminate this EMA. In such event, Customer will be offered service on a "Per Call" basis at Imagetec L.P.'s then-current labor and material rates.

26. This EMA shall be governed by and construed to the laws of the State of Illinois applicable to agreements wholly negotiated, executed and performed in such State. It constitutes the entire agreement between the parties and may not be modified except in writing signed by duly authorized Partner of Imagetec L.P. and the customer.

27. This EMA is non-transferable by Customer and non-refundable.

Supply Shipment Contact: Sherry Shlagman

Initial _____

Email: sshlagman@longgroveil.gov