

DOC # 0771920  
10/11/2010 08:48 AM Deputy: KE

OFFICIAL RECORD

Requested By:  
DC/COMPTROLLER

Assessor's Parcel Number: N/A

Date: OCTOBER 8, 2010

Recording Requested By: \_\_\_\_\_

Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 of 5 Fee: 0.00  
BK-1010 PG-1860 RPTT: 0.00



Name: HEATHER FIELD, COMPTROLLER

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Real Property Transfer Tax: \$ N/A

LEASE AGREEMENT #2010.239

(Title of Document)

**Lease Agreement**



Customer: DOUGLAS, COUNTY OF

**Bill To:** DOUGLAS COUNTY  
MANAGER  
Po Box 218  
Minden, NV 89423-0218

**Install:** DOUGLAS COUNTY  
MANAGER  
3rd Fl  
1594 Esmeralda  
Minden, NV 89423

Negotiated Contract : 072456400

*Handwritten:* 2010.239  
TED THIRAN  
2010 OCT - 6 PM 4:46  
FILED

Solution			
Item	Product Description	Agreement Information	Trade Information
1. 3CQ9203	<b>(3 MTR COLORQUBE 9203)</b> S/N BRE237865 - Single Line Fax - 3hole Punch-ofc Fin - Office Finisher - Convenience Stapler - Customer Ed - Analyst Services	Lease Term: 60 months Purchase Option: FMV	- Xerox WCP255 S/N UTV869937 Trade-In as of Payment 35 - Xerox DWC635 S/N T7M008902 Trade-In
			Requested Effective Date: 5/13/2010

Monthly Pricing					
Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. 3CQ9203	\$577.53	1: BW CLR 2: CLR LVL2 3: CLR LVL3	All Prints All Prints All Prints	\$0.0061 \$0.0278 \$0.0553	- Consumable Supplies Included for all prints - Pricing Fixed for Term
<b>Total</b>	<b>\$577.53</b>	<b>Minimum Payments (Excluding Applicable Taxes)</b>			

Authorized Signature	
Customer acknowledges receipt of the terms of this agreement which consists of 2 pages including this face page. Signer: <i>Claudette Spangmeyer</i> Signature: _____ Phone: 782-90917 Date: _____	Thank You for your business! This Agreement is proudly presented by Xerox and <b>M. Decarlo-Lintzner</b> (775)833-0623 For information on your Xerox Account, go to <a href="http://www.xerox.com/AccountManagement">www.xerox.com/AccountManagement</a>



**Lease Agreement**



Terms and Conditions

**INTRODUCTION:**

**1. NEGOTIATED CONTRACT.** The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

**PRICING PLAN/OFFERING SELECTED:**

**2. FIXED PRICING.** If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

**3. REFINANCE.** The "Amount Refinanced" is included in the amount financed under this Agreement. If the Amount Refinanced is under an agreement with a third party, you acknowledge you have the right to terminate the agreement and you will provide Xerox with a statement from the third party identifying the equipment at issue, the amount to be paid off and the payee's name and mailing address. If the Amount Refinanced is under an agreement with Xerox, the refinancing will render your prior agreement null and void. If you breach any of your obligations under this Agreement, the full Amount Refinanced will be immediately due and payable.

**GENERAL TERMS & CONDITIONS:**

**4. REMOTE SERVICES.** Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox from the Equipment via electronic transmission from the Equipment to a secure off-site location. Examples of automatically transmitted data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. All such data shall be transmitted in a secure manner specified by Xerox. The automatic data transmission capability will not allow Xerox to read, view or download

the content of any Customer documents residing on or passing through the Equipment or Customer's information management systems.

**5. COLORQUBE EQUIPMENT.**

A. ColorQube Equipment identified in the Agreement will have one of the following billing plans:

i. A Tier 2 plan is billed using two meters, each with a different Print Charge or Charge per Impression. The meter identified as "BW CLR" counts (i) black and white impressions and (ii) color impressions that have up to 286,000 color pixels (also referred to as Useful Color). The meter identified as "CLR LVL2" counts color impressions with more than 286,000 color pixels.

ii. A Tier 3 plan is billed using three meters, each with a different Print Charge or Charge per Impression. The meter identified as "BW CLR" counts (i) black and white impressions and (ii) color impressions that have up to 286,000 color pixels (also referred to as Useful Color). The meter identified as "CLR LVL2" counts color impressions with more than 286,000 color pixels and up to 1,900,000 color pixels (also referred to as Everyday Color). The meter identified as "CLR LVL3" counts color impressions with more than 1,900,000 color pixels (also referred to as Expressive Color).

B. The ColorQube Equipment automatically determines the color pixel count for each impression and records the impression on the appropriate meter.

MSA CONTRACT #1715

**AGREEMENT FOR THE LEASE OF EQUIPMENT**

A Contract Between the State of Nevada  
Acting By and Through Its

Douglas County  
1594 Esmeralda Ave  
Minden, NV 89423

and

XEROX CORPORATION  
Michelle DeCarlo-Lintzner  
2485 Natomas Park Drive Suite 250  
Sacramento, CA 95833  
Office: 775-833-0623 Fax: 1-877-518-4579

WHEREAS, NRS 333.150 authorizes the Chief of the Purchasing Division to approve the rental or lease of equipment by using agencies; and

WHEREAS, it is deemed that the lease of this equipment is both necessary and for the good of the State of Nevada;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **LEASE TERM.** This Agreement shall be effective from Date of Install to 60 months, unless sooner terminated by either party as set forth in this Agreement in paragraph (9).
2. **DEFINITIONS.** "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS §41.0307. "Lessor" means a person or entity from whom the State has leased equipment under the terms and conditions set forth in this Agreement. "Fiscal Year" is defined as the period beginning July 1 and ending June 30 of the following year.
3. **NOTICE.** Unless otherwise specified, termination shall not be effective until 30 calendar days after a party has served written notice of default, or without cause upon the other party. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified above.
4. **INCORPORATED DOCUMENTS.** The parties agree that the scope of work shall be specifically described; this Agreement incorporates the following attachments in descending order of constructive precedence; a Lessor's Attachment shall not contradict or supersede any State specifications, terms or conditions without written evidence of mutual assent to such change appearing in this Agreement:

ATTACHMENT AA: LESSOR'S RESPONSE

5. **CONSIDERATION.** The parties agree that Lessor will provide the services specified in paragraph (5) at a cost of \$ 577.53 per Month (state the exact cost or hourly, daily, or weekly rate exclusive of travel or per diem expenses) with the total Agreement or installments payable: for 60 months, not to exceed total of lease payments, excluding meter charges and late fees. The State does not agree to reimburse Lessor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Agreement term) or a termination as the results of legislative appropriation may require.

6. **TIMELINESS OF BILLING SUBMISSION.** The parties agree that timeliness of billing is of the essence to the Agreement and recognize that the State is on a fiscal year. All billings for dates of service prior to July 1 must be submitted to the State no later than the first Friday in August of the same year. A billing submitted after the first Friday in August, which forces the State to process the billing as a stale claim pursuant to NRS 353.097, will subject the

Lessor to an administrative fee not to exceed \$100.00. The parties hereby agree this is a reasonable estimate of the additional costs to the State of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to the Lessor.

**7. TERMINATION.**

a. Termination Without Cause. Any discretionary or vested right of renewal notwithstanding, this Agreement may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause.

b. Termination With Penalty. Leases may be bought out and returned to Lessor, although operational, non cancelable rentals and capital leases will be subject to a termination charge. The termination charge may not exceed the balance of lease payments and may not exceed more than four (4) month service and supply base or 25% of the remaining term, whichever is less.

c. State Termination for Nonappropriation. The continuation of this Agreement beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislaturc and/or federal sources. The State may terminate this Agreement, and Lessor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Leasing Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.

d. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Agreement may be terminated by either party upon written notice of default or breach to the other party as follows:

i. If Lessor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Agreement within the time requirements specified in this Agreement or within any granted extension of those time requirements.

8. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement. Any services performed by Lessor before this Agreement is effective or after it ceases to be effective are performed at the sole risk of Lessor.

9. ENTIRE AGREEMENT AND MODIFICATION. This Agreement and its integrated attachment(s) constitute the entire agreement of the parties as related to the lease of this equipment and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the Attorney General.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and intend to be legally bound thereby.

<p>_____ Lessor's Signature (Vendor)</p> <p style="text-align: right; margin-right: 20px;"><i>5/14/2010</i></p> <p>_____ Leasing Agency Signature <i>MICHAEL A. CISEN</i></p> <p>_____ Signature</p> <p>_____ Greg Smith</p>	<p>Date</p> <p>Date</p> <p>Date</p> <p>Date</p>	<p><u>Services &amp; Solutions Executive</u> Lessor's Title</p> <p>_____ June 3, 2010 Chairman</p> <p>_____ Title</p> <p>_____ Title</p> <p><u>Administrator, Purchasing Division</u> Title</p>
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**CERTIFIED COPY**

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE: Jun 7, 2010  
 \_\_\_\_\_  
 Clerk of the \_\_\_\_\_ Judicial District Court  
 of the State of Nevada, in and for the County of Douglas.  
 By \_\_\_\_\_ Deputy