

Assessor's Parcel Number: N/A

Date: JUNE 25, 2012

Recording Requested By:

Douglas County - NV
Karen Ellison - Recorder
Page: 1 Of 5 Fee: 0.00
BK-0612 PG- 5330 RPTT: 0.00



Name: KATHY LEWIS, FINANCE

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

LEASE AGREEMENT #2012.120

(Title of Document)



Lease Agreement

Customer: DOUGLAS, COUNTY OF

Bill To: COUNTY OF DOUGLAS
MANAGERS OFFICE
PO BOX 218
MINDEN, NV 89423-0218


Install: COUNTY OF DOUGLAS
COMMUNITY DELV
3RD FLOOR
1594 ESMERALDA ST
MINDEN, NV 89423

State or Local Government Negotiated Contract : 072456400

[Handwritten Signature]
2012 JUN 22 AM 10:34
2012.120

Solution			
Item	Product Description	Agreement Information	Trade Information
1. 3CQ9303	(3TIER COLORQUBE 9303) - 3 Hole Punch - H/vfin - Office Finisher - Convenience Stapler - Customer Ed - Analyst Services	Lease Term: 60 months Purchase Option: FMV	- Xerox WC5665 S/N WTM759622 Trade-In as of Payment 54
			Requested Install Date: 7/25/2012

Monthly Pricing					
Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. 3CQ9303	\$407.75	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
Total	\$407.75	Minimum Payments (Excluding Applicable Taxes)			

Authorized Signature	
<p>Customer acknowledges receipt of the terms of this agreement which consists of 2 pages including this face page.</p> <p>Signer: <u>Lee Bonner, Chairman</u> Phone: <u>775-782-9821</u></p> <p>Signature: <i>[Handwritten Signature]</i> Date: <u>June 21, 2012</u></p>	<p>Thank You for your business! This Agreement is proudly presented by Xerox and</p> <p>M. Decarlo-Lintzner (775)833-0623</p> <p>For information on your Xerox Account, go to www.xerox.com/AccountManagement</p> 

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.

GOVERNMENT TERMS:

2. REPRESENTATIONS & WARRANTIES. This provision is applicable to governmental entities only. You represent and warrant, as of the date of this Agreement, that: (1) you are a State or a fully constituted political subdivision or agency of the State in which you are located and are authorized to enter into, and carry out, your obligations under this Agreement and any other documents required to be delivered in connection with this Agreement (collectively, the "Documents"); (2) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection with this Agreement and the acquisition of the Products) and are valid, legal, binding agreements, enforceable in accordance with their terms; (3) the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body and hold the offices indicated below their signatures, each of which are genuine; (4) the Products are essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and will be used during the Term only by you and only to perform such function; and (5) your payment obligations under this Agreement constitute a current expense and not a debt under applicable state law and no provision of this Agreement constitutes a pledge of your tax or general revenues, and any provision that is so construed by a court of competent jurisdiction is void from the inception of this Agreement.

3. FUNDING. This provision is applicable to governmental entities only. You represent and warrant that all payments due and to become due during your current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the purchase/maintenance of the Products, and it is your intent to use the Products for the entire term and to make all payments required under this Agreement. If (1) through no action initiated by you, your legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources, and (2) you have made a reasonable but unsuccessful effort to find a creditworthy assignee acceptable to Xerox in its sole discretion within your general organization who can continue this Agreement, this Agreement may be terminated. To effect this termination, you must, at least 30 days prior to the beginning of the fiscal year for which your legislative body does not appropriate funds, notify Xerox in writing that your legislative body failed to appropriate funds and that you have made the required effort to find an assignee. Your notice must be accompanied by payment of all sums then owed through the current year under this Agreement and must certify that the canceled Equipment is not being replaced by equipment performing similar functions during the ensuing fiscal year. You will return the Equipment, at your expense, to a location designated by Xerox and, when returned, the Equipment will be in good condition and free of all liens and encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date).

PRICING PLAN/OFFERING SELECTED:

4. 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.

5. 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:

6. 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.

7. COLORQUBE EQUIPMENT - 8300 Series.

A. ColorQube Equipment which includes "CQ9301", "CQ9302" or "CQ9303" in the description of an "Item" in the "Product Description" portion of the Agreement will have one of the following billing plans:

a. A Tier 2 plan is billed using three meters. The meters identified as "CLR LVL2" and "CLR LVL3" will have the same Print Charge or Charge per Impression. The meter identified as "BW CLR" will have 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 1,400,000 color pixels (also referred to as Everyday Color). The meter identified as "CLR LVL3" counts color impressions with more than 1,400,000 color pixels (also referred to as Expressive Color)

b. 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 1,400,000 color pixels (also referred to as Everyday Color). The meter identified as "CLR LVL3" counts color impressions with more than 1,400,000 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.

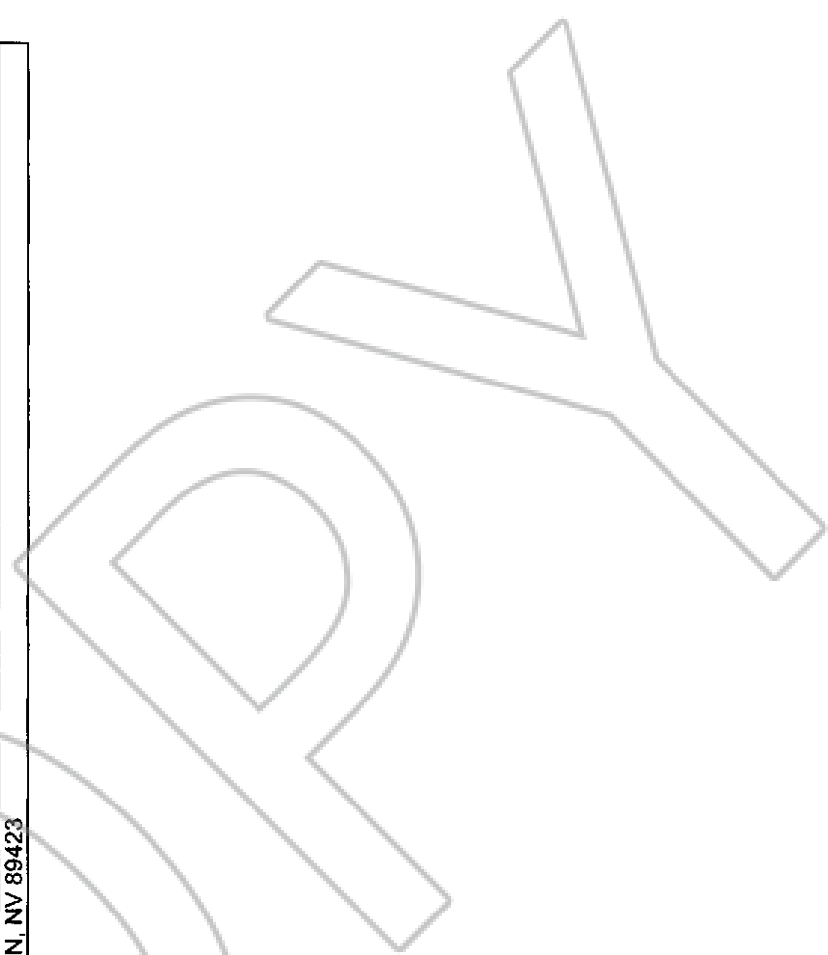
Financial Analysis for COUNTY OF DOUGLAS

Prepared on 6/6/2012

Based on Installation in July

Current Costs		Trade Items		Agreement Information		Equipment Monthly Payment		Maintenance Monthly Payment		Print Charges				Totals
										Meter	Volume Band	Per Print Rate	Above Plan	Meter Charges
1	WC5665	- Leased 52 of 60		\$555.97	Included	TOTAL	1 - 10,000	Included	13,560	3,560	\$21.36	\$577.33		
	WTM759622	- 01/02/08		\$555.97	\$0.00		10,000+	\$0.0060	13,560		\$21.36	\$577.33		
	Xerox Total			\$555.97	\$0.00				13,560		\$21.36	\$577.33		
	Grand Total			\$555.97	\$0.00				13,560		\$21.36	\$577.33		

Install Location: 2ND FLOOR 1594 ESMERALDA AVE MINDEN, NV 89423



New Items	Agreement Information	Equipment Monthly Payment	Maintenance Monthly Payment	Print Charges				Totals	
				Meter	Volume Band	Per Print Rate	AMPV		Meter Charges
3CQ9303 1 (3TIER COLORQUBE 9303) - Office Finisher - 3 Hole Punch - Hwfin - Convenience Stapler - Customer Ed - Analyst Services	- Lease - Term: 60 months	\$407.74	Included	1: BW CLR 2: CLR LVL2 3: CLR LVL3	All Prints All Prints All Prints	\$0.0061 \$0.0278 \$0.0553	13,560 n/a n/a	\$82.72 n/a n/a	\$490.46
Total		\$407.74	Included				13,560	\$82.72	\$490.46

Monthly Savings \$86.87
Annual Savings \$1,042.49
Contract savings \$5,212.44

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: June 22 2012
 Clerk of the Judicial District Court of the State of Nevada, in and for the County of Douglas.
 By [Signature] Deputy