



City of Carthage, Missouri  
**BUDGET WAYS & MEANS  
COMMITTEE**

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October 13, 2025 - 5:30 PM  
CITY HALL COUNCIL CHAMBERS

**AGENDA**

- 1. Call to Order**
- 2. Old Business**
  1. Approval of September 8, 2025 Minutes
- 3. Citizens Participation**  
(Citizens wishing to speak should notify Department Head or Committee Chair in advance)
- 4. New Business**
  1. Consider and discuss printer lease agreement with Lakeland Office Systems
  2. Consider and discuss service agreement for printers with Lakeland Office Systems
  3. Staff Reports
- 5. Adjournment**

**PERSONS WITH DISABILITIES WHO NEED SPECIAL ASSISTANCE CALL 417-237-7000 (VOICE) OR 1-800-735-2466 (TDD VIA RELAY MISSOURI) AT LEAST 24 HOURS PRIOR TO MEETING**



# City of Carthage, Missouri

## **BUDGET WAYS & MEANS COMMITTEE**

September 8, 2025 - 5:30 PM  
CITY HALL COUNCIL CHAMBERS

### **MINUTES**

#### **1. Call to Order**

**MEMBERS PRESENT:** Jana Schramm, Alan Snow, David Thorn, Derek Peterson

**MEMBERS ABSENT:**

**OTHER COUNCIL MEMBERS:** Mayor David B. Flanigan

**STAFF PRESENT:** City Administrator Traci Cox, Administrative Assistant Dorothy Weber

Chair Alan Snow called the meeting to order at 5:30 PM

#### **2. Old Business**

1. Approval of July 22, 2025 minutes

**ACTION:** Motion to approve July 22, 2025, Minutes by Jana Schramm

Motion passed with a 4:0

**AYES:** Jana Schramm, Derek Peterson, Alan Snow, David Thorn

**NOES:** None

**ABSTAIN:** None

#### **3. Citizens Participation**

(Citizens wishing to speak should notify Department Head or Committee Chair in advance)

#### **4. New Business**

1. Consider and Discuss Budget Amendment for Fiscal Year 2024/2025  
Ms. Cox stated that the budget amendment is for the year-end journal entry to record the lease of the fire truck.

**ACTION:** Motion to forward the budget amendment to Council by Derek Peterson

Motion passed with a 4:0

**AYES:** Derek Peterson, Alan Snow, Jana Schramm, David Thorn

**NOES:** None

**ABSTAIN:** None

2. Consider and Discuss Taxi Grant Application

Mrs. Weber discussed the application for FY 25/26 Taxi Grant and is asking for increased funding to match the increased requirements by MODot to stay in compliance.

**ACTION:** Motion to forward the Taxi Grant application to Council by David Thorn  
 Motion passed with a 4:0  
**AYES:** David Thorn, Jana Schramm, Derek Peterson, Alan Snow  
**NOES:** None  
**ABSTAIN:** None

3. Consider and Discuss Changes to Chapter 17 Article VII Relating to the Carthage Redevelopment Corporation Ordinance  
 Jeff Meredith spoke about 353 Projects and the required tools and language that needed to be changed. Mrs. Schramm asked about future projects. Mr. Meredith stated that there are a few potential projects in the works.

**ACTION:** Motion to forward Changes to Chapter 17 Article VII Relating to the Carthage Redevelopment Corporation Ordinance to Council by Jana Schramm  
 Motion passed with a 4:0  
**AYES:** Jana Schramm, Derek Peterson, David Thorn, Alan Snow  
**NOES:** None  
**ABSTAIN:** None

4. Staff Reports  
 Ms. Cox gave an update on normal operating funds. Ms. Cox reminded the committee that the City is required to maintain 35% of the general fund and every time a budget adjustment is done it comes out of the general fund and that will shape the future of capital projects. Ms. Cox stated that the Public Facilities fund is almost depleted.

## 5. Adjournment

<b>ACTION:</b>	Motion to Adjourn at 5:51 PM by Derek Peterson
	Motion passed with a 4:0
<b>AYES:</b>	David Thorn, Derek Peterson, Jana Schramm, Alan Snow
<b>NOES:</b>	None
<b>ABSTAIN:</b>	None

**COUNCIL BILL NO. 25-66**

**ORDINANCE NO. \_\_\_\_\_**

An Ordinance authorizing the Mayor to enter into an Agreement with Lakeland Office Systems for a 5-year lease for printers throughout City departments, in the City of Carthage, Missouri.

**BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CARTHAGE, JASPER COUNTY, MISSOURI** as follows:

**SECTION I:** The Mayor of the City of Carthage is hereby authorized to enter into an Agreement with Lakeland Office Systems for a 5-year lease for printers throughout City departments, a copy of which Agreement is attached hereto and incorporated herein as if set out in full.

**SECTION II:** This ordinance shall take effect and be in force from and after its passage and approval.

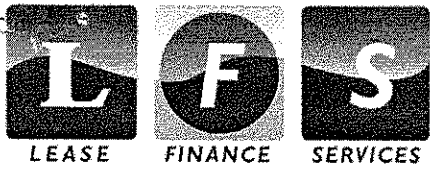
**PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.**

\_\_\_\_\_  
**David B. Flanigan, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Miranda Deal, City Clerk**

**Sponsored by: Budget Ways and Means Committee**



PREFERRED LEASING PARTNER OF  
**Lakeland** OFFICE SYSTEMS INC.

# LFS LEASE AGREEMENT

REMITTANCE ADDRESS: 10550 HWY 69 SOUTH • MIAMI, OK 74354  
toll free: (800) 798-8606 • fax: (918) 540-2480

AGREEMENT DATE

CUSTOMER NAME (COMPANY LEGAL NAME)

PHONE

City of Carthage, Missouri

(417) 237-7000

BILLING ADDRESS

CITY

COUNTY

STATE

ZIP

326 Grant Street

Carthage

Jasper

MO

64836

EQUIPMENT ADDRESS(ES)

CITY

COUNTY

STATE

ZIP

326 Grant Street

Carthage

Jasper

MO

64836

QUANTITY	SERIAL NUMBER	MAKE/MODEL DESCRIPTION	NO. OF PMTS	PAYMENT AMOUNT (PLUS APPLICABLE TAXES)
5	See Attached Schedule A for specific serial numbers and Dept locations	Lexmark XM3350 Monochrome MFP	60	\$964.89
5		SHARP BP-70C31 Full Color MFP		
2		SHARP BP-70M31 Monochrome MFP		

FIRST & LAST PMT	SECURITY DEPOSIT	TOTAL DUE AT SIGNING	TERM	END OF TERM PURCHASE OPTION	PMT FREQUENCY			
\$0	+	\$0	+	=	\$0	60 months	FMV	Monthly
			(IN MONTHS)	FMV, \$1.00, 10% or Other	Monthly, Quarterly, Semi-annual or Other			

THIS AGREEMENT IS EFFECTIVE ONLY UPON SIGNING BY BOTH PARTIES. THIS AGREEMENT IS NON-CANCELABLE BY CUSTOMER. CUSTOMER REPRESENTS THAT ALL ACTION REQUIRED TO AUTHORIZE THE EXECUTION OF THIS AGREEMENT ON BEHALF OF THE CUSTOMER BY THE FOLLOWING SIGNATORIES HAS BEEN TAKEN.

ACCEPTED BY LFS, LLC

AUTHORIZED CUSTOMER SIGNATURE

By: \_\_\_\_\_  
Title: Managing Member Date: \_\_\_\_\_

By: X \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_ Date: \_\_\_\_\_

## TERMS AND CONDITIONS

**1. AGREEMENT:** Customer leases from Lakeland Financial Services, LLC (or "LFS" or "LFS, LLC") all the equipment described above (the "Equipment"). Customer agrees to pay to LFS the payments specified under "Number and Amount of Payments" above and (b) such other amounts permitted hereunder as invoiced by LFS ("Payments"). A late payment fee of the greater of 10% of the late amount or \$10 will be due if a Payment is late. The term of this Agreement shall commence on the date the Equipment is accepted by Customer. Customer's execution of the Acceptance Certificate, or Customer's provision to LFS of other written confirmation of its acceptance of the Equipment, shall conclusively establish that the Equipment has been delivered to and accepted by Customer. If Customer has not, within ten (10) days after delivery of the Equipment, delivered to LFS written notice of non-acceptance of any of the Equipment, specifying the reasons therefore and specifically referencing this Agreement, Customer shall be deemed to have irrevocably accepted the Equipment. After acceptance of the Equipment, Customer shall have no right to cancel this Agreement, revoke acceptance or return the Equipment to LFS prior to the end of the scheduled term of this Agreement for any reason whatsoever. This lease is a net lease. Payments shall be made without set-off or deduction, even if the Equipment malfunctions. Customer authorizes LFS to adjust the payment and purchase option amounts stated above by up to 15% if the actual cost of the Equipment exceeds the supplier's estimate on which such amounts were based. Customer agrees to pay any applicable taxes, expenses, charges and fees imposed upon LFS or Customer with respect to the Equipment, the Payments or the Customer's performance or non-performance hereunder and shall reimburse LFS for the same plus processing fees (collectively, "Costs"). LFS may, but need not, apply "Security Deposits" or "Advance Payments" (neither of which shall earn interest unless required by law) to any amount in default and Customer shall promptly restore such amounts applied. Security Deposits and Advance Payments shall not be refunded to Customer until all obligations hereunder are discharged in full.

**2. NAME; OFFICES:** Customer's legal name (as set forth in its constituent documents) is as set forth on the signature page hereof. Customer will notify LFS of any legal name change, and or location change of its chief executive office or corporate structure (including its jurisdiction of organization) within 30 days' thereof. Upon request, Customer will deliver copies of state-certified constituent documents to LFS.

**3. WARRANTIES:** CUSTOMER ACKNOWLEDGES THAT LFS IS NOT A MANUFACTURER OF THE EQUIPMENT AND AGREES THAT THE EQUIPMENT IS LEASED "AS IS" AND IS OF A SIZE, DESIGN, AND CAPACITY SELECTED BY CUSTOMER. ANY REPRESENTATION OR WARRANTY OF ANY KIND MADE BY LFS, EXPRESS OR IMPLIED WITH RESPECT TO THE EQUIPMENT, INCLUDING SPECIFICALLY ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS SEPARATE FROM AND NOT PART OF THIS AGREEMENT. LFS shall not be liable for consequential, special, indirect or punitive damages. Any warranty with respect to the Equipment made by the dealer, supplier or manufacturer is separate from and is not a part of this Agreement and LFS assigns such warranties, if any, to Customer. Customer warrants that the Equipment will not be used for personal, family or household purposes

**TERMS AND CONDITIONS *continued***

**4. MAINTENANCE; ALTERATIONS; LOSS:** Customer will keep and maintain the Equipment in good working order and shall at Customer's expense, supply and install replacement parts and accessories when required to maintain the equipment. Any such changes or substitutions shall be the property of LFS and shall be deemed Equipment. Effective upon delivery to Customer, Customer shall bear the entire risk of any loss, theft of, or damage to the Equipment. No such loss, theft, or damage shall relieve Customer of any obligation under this Agreement.

**5. DEFAULT:** If Customer fails to pay LFS, LFS will have the right to exercise any one or all of the following remedies in any order: (a) sue Customer for all past due Payments, ALL PAYMENTS TO BECOME DUE IN THE UNEXPIRED TERM, the Purchase Option amount set forth above and any other Costs (collectively the "Remaining Lease Balance"), (b) repossess the Equipment; and (c) re-sell the Equipment and recover any deficiency. LFS (i) may sell the Equipment after preparing it or not, (ii) may disclaim warranties of title and the like, and (iii) may comply with applicable law, and these actions shall be deemed commercially reasonable. In the event the Equipment is not available for sale, the Customer shall be liable for the Remaining Lease Balance. Customer will also pay for LFS's reasonable court costs and attorney fees.

**6. ASSIGNMENT:** CUSTOMER SHALL NOT ASSIGN OR PLEDGE THIS AGREEMENT. NOR SHALL CUSTOMER SUBLET OR LEND ANY ITEM OF EQUIPMENT. LFS may pledge or assign this Agreement. Customer agrees that the rights of the new owner will not be subject to any claims, defenses, or setoffs that Customer may have against LFS.

**7. PURCHASE OPTION:** (A) END OF TERM PURCHASE OPTION. If Customer wishes to purchase the Equipment, Customer shall give LFS 60 days prior irrevocable written notice that it will purchase all the Equipment at the purchase option price indicated herein plus any Costs. (B) PRIOR TO MATURITY PURCHASE. Customer may, at any time, upon 60 days irrevocable written notice purchase all the Equipment at a price equal to the sum of all remaining Payments plus the Fair Market Value plus Costs. "Fair Market Value" shall be LFS's retail price when Customer purchases the Equipment. Equipment purchases shall not be permitted if a default is continuing. Equipment purchases shall be "AS-IS WHERE-IS" without warranty, except for title.

**8. RENEWAL; RETURN:** This Agreement automatically renews under the same terms and conditions on a month to month basis if Customer fails to give LFS 60 days prior written notice of its intent to purchase or return the Equipment before the end of any term. Unless this Agreement automatically renews or Customer purchases the Equipment, Customer shall return the Equipment on the day the Agreement terminates in good operating condition excluding normal wear and tear at Customers sole cost and expense to a location specified by LFS.

**9. MISCELLANEOUS:** THIS AGREEMENT SHALL BE GOVERNED BY OKLAHOMA LAW. ANY ACTION BETWEEN CUSTOMER AND LFS SHALL BE BROUGHT IN A COURT LOCATED IN THE COUNTY OF OTTAWA, OKLAHOMA, PROVIDED THAT LFS AT ITS SOLE OPTION MAY BRING ANY SUCH ACTION IN A COURT WHERE THE CUSTOMER OR THE EQUIPMENT IS LOCATED. CUSTOMER AND LFS EACH IRREVOCABLY WAIVES ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS. LFS may accept a facsimile or other electronic transmission of this Agreement and acceptance certificate as an original. Customer agrees to reimburse LFS for and to defend LFS against any claim for losses or injury caused by the Equipment both before and after termination of this Agreement.

**10. UCC:** Customer authorizes LFS to file any form of financing or continuation statements and amendments thereto. CUSTOMER AGREES THAT THIS AGREEMENT IS INTENDED AS A "FINANCE LEASE" AS THAT TERM IS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE AND THAT LFS IS ENTITLED TO ALL BENEFITS, PRIVILEGES AND PROTECTIONS OF A LESSOR UNDER A FINANCE LEASE AND CUSTOMER IRREVOCABLY WAIVES ANY RIGHT OF NOTICE THEREOF. If this Agreement is determined not to be a true lease, Customer grants LFS a security interest in the Equipment.

**ACCEPTANCE CERTIFICATE**

To: LFS, LLC

The Customer certifies that (a) the Equipment referred to in the above Agreement has been received, (b) installation has been completed, (c) the Equipment has been examined by the Customer and is in good operating order and condition and is, in all respects, satisfactory to the Customer, and (d) the Equipment is irrevocably accepted by the Customer for all purposes under the Agreement. Accordingly, Customer hereby authorizes billing under this Agreement.

SIGNATURE:  \_\_\_\_\_  
TITLE (if any): \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_  
DATE: \_\_\_\_\_

Schedule A  
City of Carthage, Missouri  
dated \_\_\_\_\_, 2025

<u>Model</u>	<u>Equip ID#</u>	<u>Serial #</u>	<u>Dept/Location</u>
Lexmark XM3350			City Hall
Lexmark XM3350			Police Dept
Lexmark XM3350			Police Dept
Lexmark XM3350			Fire 1
Lexmark XM3350			Fire 2
SHARP BP-70C31			City Hall
SHARP BP-70C31			Police Dept
SHARP BP-70C31			Public Works
SHARP BP-70C31			Parks
SHARP BP-70C31			Golf Course
SHARP BP-70M31			City Hall
SHARP BP-70M31			Police Dept

**COUNCIL BILL NO. 25-67**

**ORDINANCE NO. \_\_\_\_\_**

An Ordinance authorizing the Mayor to enter into an Agreement with Lakeland Office Systems for printer service and maintenance, in the City of Carthage, Missouri.

**BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CARTHAGE, JASPER COUNTY, MISSOURI** as follows:

**SECTION I:** The Mayor of the City of Carthage is hereby authorized to enter into an Agreement with Lakeland Office Systems for printer service and maintenance, a copy of which Agreement is attached hereto and incorporated herein as if set out in full.

**SECTION II:** This ordinance shall take effect and be in force from and after its passage and approval.

**PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.**

\_\_\_\_\_  
**David B. Flanigan, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Miranda Deal, City Clerk**

**Sponsored by: Budget Ways and Means Committee**



## ACCEPTANCE

Acceptance of this agreement by Lakeland Office Systems, Inc., herein after referred to as LOS, is contingent upon the absence of any mathematical error and upon consistency with LOS's then current prices. Unless the Customer is advised to the contrary within 15 days from the signing of this Agreement, this Agreement is accepted by LOS as written, and is in full force and effect on the date signed by LOS. It is understood that the equipment covered by this Agreement is in good condition at time of acceptance of Agreement. This Agreement shall not be deemed in force and operable until accepted and approved by a LOS Corporate officer. By providing mailing address, email address, telephone number and fax number I consent to receive communications sent by or on behalf of LOS by way of the U.S. mail, email, telephone, or fax. I understand that in accordance with this privacy statement, LOS will not share any of the below information with any outside organizations. I understand that I may revoke this consent by contacting LOS in writing and allowing them 30 days to change my status.

## TERM

This Agreement will remain in force from service commencement date until expiration of agreed term listed on front of document, and will automatically renew without thirty day prior written notice. The Customer cannot terminate this Agreement or withdraw any machine from this Agreement without written consent from LOS and may forfeit all or some of contract price. LOS reserves the right to increase contract charges on an annual basis.

## SERVICE AVAILABILITY

LOS will provide service availability during LOS's normal business hours while the machine is located at the address on the face of this Agreement. This service to keep the machine(s) in good working order includes maintenance based upon the specific needs of the individual machine as determined by LOS, and unscheduled, on call remedial maintenance. Maintenance will include lubrication, adjustments and replacement of maintenance parts deemed necessary by LOS. Maintenance parts will be furnished on an exchange basis, and the replaced parts become the property of LOS. Service provided under this Agreement does not assure uninterrupted operation of the machine(s).

## CHARGES

The customer agrees to pay the Maintenance Charge as shown on the face of this Agreement in accordance with the current practice then in effect, from the Service Commencement Date up to, but not including the first day of the Renewal Month.

If the Customer requests service to be performed at a time outside LOS's normal business hours, there will be no additional charge for maintenance parts; however, the service, if available, will be furnished at LOS's applicable hourly rates and term then in effect.

Changes in machine specifications may result in an adjustment of the Service Charge. Such adjustment will become effective upon the installation of the specification change.

Customer agrees to;

- Provide LOS with meter readings as needed and to accept estimated meter readings based on service history for billing purposes.
- Pay additional .0025 cents per scan.
- Expenses incurred for supplies consumed in the course of service performed, damaged or misused by the customer or LOS technical personnel are non-recoverable and replenishment of such supplies is the sole responsibility of the customer.

## TAXES

In addition to the charges due under this Agreement, the Customer agrees to pay amount equal to and taxes resulting from this Agreement, or any activities hereunder, exclusive of taxes based upon net income.

## INVOICING

The Service Charge and Zone Charge, if any, will be invoiced in advance. Payment shall be due within 10 days after the date of the invoice. All other charges due hereunder are payable as specified in the invoice. The Service Charge and Zone Charge, if any, for a partial month's service will be prorated on the basis of a 30 day month.

## EXCLUSIONS

Service provided by LOS under this Agreement does not include:

- repair of damage or increase in service time caused by failure to continually provide a suitable installation environment with all facilities prescribed by LOS including, but not limited to, the failure of adequate electrical power, air conditioning or humidity control.
- repair of damage or increase in service time caused by the use of the machines for other than ordinary use for which designed.
- repair of damage or increase in service time caused by the use of supplies that do not meet OEM specifications.
- repair of damage or increase of service time caused by; accident, disaster, which shall include, but not be limited to, fire, flood, water, wind and

lightning; transportation; neglect or misuse; alterations, which shall include, but not be limited to, any deviation from said machines original physical, mechanical or electrical machine design; attachments, which are defined as the mechanical, electrical or electronic interconnection to said machine or no LOS equipment and devices, not supplied by LOS.

- furnishing supplies (as designated by LOS) or accessories, painting or refinishing the machine(s) or furnishing material therefore inspecting altered machine(s), making specification changes or performing services connected with relocation of machine(s), or adding or removing accessories, attachments or other devices.
- electrical work external to the machines or maintenance of accessories, alterations, attachments or other devices not furnished by LOS, and such service which is impractical for LOS to render because of alterations in, or attachments to the machines.
- circuit board failures, print boards, fax boards, & scanner boards, unless an LOS approved surge protection device is installed in line with the listed equipment.
- replacement or repair of any external network devices; to include, but not to be limited to; software, OS software, drivers, updates, cabling or hardware outside of the equipment under contract that was NOT a part of the original installation of the covered device. Service if available will be furnished at LOS's applicable Networking Services hourly rates and terms then in effect.
- network changes or modifications made on clients' network system, by the client, that alter or inhibit the operation of the serviced equipment. Service to restore full functionality to the serviced equipments network applications, if available, will be furnished at LOS's applicable Networking Services hourly rates and terms then in effect.

## ACCESS TO MACHINES

LOS shall have full and free access to the machine(s) to provide service thereon.

If person other than LOS representatives shall perform maintenance or repair of a machine, and as a result further repair by LOS is required, such further repairs will be made at LOS's applicable time and material rates and terms then in effect. If such additional repair is required, LOS may withdraw the machine from this Agreement upon 30 days prior written notice to the Customer following any repetition of the need for additional repair of such machine caused by non LOS service activity.

## DISCLAIMER AND LIMITATION OF LIABILITY

In no event will LOS be liable for lost profits, or other consequential damages, even if LOS has been advised of the possibility of such damages or for any claim against the customer by any other party.

## GENERAL

Subject to the terms of the following paragraph, LOS may modify the terms and conditions of this Agreement effective on the Renewal Month by providing the Customer with one month's prior written notice.

Any such modification will apply unless the Customer exercises the option to terminate this Agreement or withdraw the machine(s) affected by such modifications. Otherwise, this Agreement can only be modified by a written agreement duly signed by persons authorized to sign agreements on behalf of the Customer and LOS and variance from the terms and conditions of this Agreement in any customer order or other written modification will be of no effect.

LOS's services provided outside the scope of this Agreement will be furnished at LOS's -applicable time and material rates and terms, then in effect.

LOS is not responsible for failure to render service due to causes beyond its control.

Either party may withdraw any machine or all machines from this agreement for failure of the other to comply with any of its terms and conditions, including withdrawal of any individual machine by LOS when the customer is in default for payment of service not covered under this Agreement, when such service was provided by LOS for that machine.

No action, regardless of form, arising out of this Agreement may be brought by either party more than two years after the cause of action has arisen, or, in the case of nonpayment, more than two years from the date of the last payment.

This Agreement will be governed by the laws of the states in which we operate.

Service is our business!!! This contract is a commitment to your business from our business. Have questions? Call us at (800) 798-8606 or e-mail us at [dispatch@lakelandoffice.com](mailto:dispatch@lakelandoffice.com)

Schedule A  
 City of Carthage, Missouri  
 dated \_\_\_\_\_, 2025

<u>Model</u>	<u>Equip ID#</u>	<u>Serial #</u>	<u>Dept/Location</u>
Lexmark XM3350			City Hall
SHARP BP-70C31			City Hall
SHARP BP-70C31			Police Dept
SHARP BP-70C31			Public Works
SHARP BP-70C31			Parks
SHARP BP-70C31			Golf Course
SHARP BP-70M31			City Hall
SHARP BP-70M31			Police Dept



## ACCEPTANCE

Acceptance of this agreement by Lakeland Office Systems, Inc., herein after referred to as LOS, is contingent upon the absence of any mathematical error and upon consistency with LOS's then current prices. Unless the Customer is advised to the contrary within 15 days from the signing of this Agreement, this Agreement is accepted by LOS as written, and is in full force and effect on the date signed by LOS. It is understood that the equipment covered by this Agreement is in good condition at time of acceptance of Agreement. This Agreement shall not be deemed in force and operable until accepted and approved by a LOS Corporate officer. By providing mailing address, email address, telephone number and fax number I consent to receive communications sent by or on behalf of LOS by way of the U.S. mail, email, telephone, or fax. I understand that in accordance with this privacy statement, LOS will not share any of the below information with any outside organizations. I understand that I may revoke this consent by contacting LOS in writing and allowing them 30 days to change my status.

## TERM

This Agreement will remain in force from service commencement date until expiration of agreed term listed on front of document, and will automatically renew without thirty day prior written notice. The Customer cannot terminate this Agreement or withdraw any machine from this Agreement without written consent from LOS and may forfeit all or some of contract price. LOS reserves the right to increase contract charges on an annual basis.

## SERVICE AVAILABILITY

LOS will provide service availability during LOS's normal business hours while the machine is located at the address on the face of this Agreement. This service to keep the machine(s) in good working order includes maintenance based upon the specific needs of the individual machine as determined by LOS, and unscheduled, on call remedial maintenance. Maintenance will include lubrication, adjustments and replacement of maintenance parts deemed necessary by LOS. Maintenance parts will be furnished on an exchange basis, and the replaced parts become the property of LOS. Service provided under this Agreement does not assure uninterrupted operation of the machine(s).

## CHARGES

The customer agrees to pay the Maintenance Charge as shown on the face of this Agreement in accordance with the current practice then in effect, from the Service Commencement Date up to, but not including the first day of the Renewal Month.

If the Customer requests service to be performed at a time outside LOS's normal business hours, there will be no additional charge for maintenance parts; however, the service, if available, will be furnished at LOS's applicable hourly rates and term then in effect.

Changes in machine specifications may result in an adjustment of the Service Charge. Such adjustment will become effective upon the installation of the specification change.

Customer agrees to:

- a) Provide LOS with meter readings as needed and to accept estimated meter readings based on service history for billing purposes.
- b) Pay additional .0025 cents per scan.
- c) Expenses incurred for supplies consumed in the course of service performed, damaged or misused by the customer or LOS technical personnel are non-recoverable and replenishment of such supplies is the sole responsibility of the customer.

## TAXES

In addition to the charges due under this Agreement, the Customer agrees to pay amount equal to and taxes resulting from this Agreement, or any activities hereunder, exclusive of taxes based upon net income.

## INVOICING

The Service Charge and Zone Charge, if any, will be invoiced in advance. Payment shall be due within 10 days after the date of the invoice. All other charges due hereunder are payable as specified in the invoice. The Service Charge and Zone Charge, if any, for a partial month's service will be prorated on the basis of a 30 day month.

## EXCLUSIONS

Service provided by LOS under this Agreement does not include:

- a) repair of damage or increase in service time caused by failure to continually provide a suitable installation environment with all facilities prescribed by LOS including, but not limited to, the failure of adequate electrical power, air conditioning or humidity control.
- b) repair of damage or increase in service time caused by the use of the machines for other than ordinary use for which designed.
- c) repair of damage or increase in service time caused by the use of supplies that do not meet OEM specifications.
- d) repair of damage or increase of service time caused by; accident, disaster, which shall include, but not be limited to, fire, flood, water, wind and

lightning; transportation; neglect or misuse; alterations, which shall include, but not be limited to, any deviation from said machines original physical, mechanical or electrical machine design; attachments, which are defined as the mechanical, electrical or electronic interconnection to said machine or no LOS equipment and devices, not supplied by LOS.

- e) furnishing supplies (as designated by LOS) or accessories, painting or refinishing the machine(s) or furnishing material therefore inspecting altered machine(s), making specification changes or performing services connected with relocation of machine(s), or adding or removing accessories, attachments or other devices.
- f) electrical work external to the machines or maintenance of accessories, alterations, attachments or other devices not furnished by LOS, and such service which is impractical for LOS to render because of alterations in, or attachments to the machines.
- g) circuit board failures, print boards, fax boards, & scanner boards, unless an LOS approved surge protection device is installed in line with the listed equipment.
- h) replacement or repair of any external network devices; to include, but not to be limited to; software, OS software, drivers, updates, cabling or hardware outside of the equipment under contract that was NOT a part of the original installation of the covered device. Service if available will be furnished at LOS's applicable Networking Services hourly rates and terms then in effect.
- i) network changes or modifications made on clients' network system, by the client, that alter or inhibit the operation of the serviced equipment. Service to restore full functionality to the serviced equipments network applications, if available, will be furnished at LOS's applicable Networking Services hourly rates and terms then in effect.

## ACCESS TO MACHINES

LOS shall have full and free access to the machine(s) to provide service thereon.

If person other than LOS representatives shall perform maintenance or repair of a machine, and as a result further repair by LOS is required, such further repairs will be made at LOS's applicable time and material rates and terms then in effect. If such additional repair is required, LOS may withdraw the machine from this Agreement upon 30 days prior written notice to the Customer following any repetition of the need for additional repair of such machine caused by non LOS service activity.

## DISCLAIMER AND LIMITATION OF LIABILITY

In no event will LOS be liable for lost profits, or other consequential damages, even if LOS has been advised of the possibility of such damages or for any claim against the customer by any other party.

## GENERAL

Subject to the terms of the following paragraph, LOS may modify the terms and conditions of this Agreement effective on the Renewal Month by providing the Customer with one month's prior written notice.

Any such modification will apply unless the Customer exercises the option to terminate this Agreement or withdraw the machine(s) affected by such modifications. Otherwise, this Agreement can only be modified by a written agreement duly signed by persons authorized to sign agreements on behalf of the Customer and LOS and variance from the terms and conditions of this Agreement in any customer order or other written modification will be of no effect.

LOS's services provided outside the scope of this Agreement will be furnished at LOS'S -applicable time and material rates and terms, then in effect.

LOS is not responsible for failure to render service due to causes beyond its control.

Either party may withdraw any machine or all machines from this agreement for failure of the other to comply with any of its terms and conditions, including withdrawal of any individual machine by LOS when the customer is in default for payment of service not covered under this Agreement, when such service was provided by LOS for that machine.

No action, regardless of form, arising out of this Agreement may be brought by either party more than two years after the cause of action has arisen, or, in the case of nonpayment, more than two years from the date of the last payment.

This Agreement will be governed by the laws of the states in which we operate.

Service is our business!!! This contract is a commitment to your business from our business. Have questions? Call us at (800) 798-8606 or e-mail us at [dispatch@lakelandoffice.com](mailto:dispatch@lakelandoffice.com)