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Rental Agreement



Date 3/9/2016 Customer # 0 Representative Ronnie Fritz

102 N Spur 63 Longview, Texas Zip: 75601 Phone: (903) 323-7600/ Fax: (903) 323-7610

SHIP TO -			BILL TOP
108 South	DUNTY DISTRICT JUDGE Sycamore, Room 300		PANOLA COUNTY DISTRICT JUDGE 108 South Sycamore, Room 300 Carthage, TX 75633
Carthage, Contact:	Erin Johnson		Carciage, TX 75055
Phone/Fax	(903) 657-0353 903 693 0315	A* 25	

Equipment Provided	<u> </u>				A	Delivery Fee
GROUP ONE		ř.		25 . फ	ц <u>с</u> н ¥ з.а. '	
Make & Model			ID#	Serial	Starting Meter	\$150.00 24
RICOH MP 6001 SP		35665			👔 Pick Up Fee 🧊 🗖 36	
						\$150.00 48
				<u> </u>		
						BILLING'FREQUENCY
						Base Overages
						Monthly
	_					Quarterly 🔲 🗍
				<u> </u>		Semi-Annually
						Annually
						Automated Meter Read
						COMMENTS, EXCLUSIONS AND SPECIAL INSTRUCTIONS
		· · · · · · · · · · · · · · · · · · ·			CO 0005	Needed for April 1, 2016
Rental Amount		Black Images Included		Overages @	\$0.0095	
		Color Images Included		Overages @	\$0.0000	
GROUP TWO			Description	Seria	Starting Meter	
Make/Model/Acces	Make/Model/Accessories		Descripiton	Serial	Statung meter	4
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	<u> </u>			 		4
					_ _	4
Base Amount		Images Included		Overages @		

Sy executing this agreement, I acknowledge that I have read and understand this agreement and I certify that I am authorized to execute this agreement on behalf of customer Authorized signalure acknowledges terms / conditions and expiration dates or mete

CUSTOMER ACCEPTANCE	الله در المراجع من المراجع الم المراجع المراجع	Complete Busines	s Systems REPRESENTATIVE
Authorizad Sepandar Labe	The Martin Art The Table 10	Courty 200	Date
JULMA AND	Leciona Jones		3/9/2016
	3-14-16	-0.0	

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TERMS AND CONDITIONS

1. You agree to rent from us the Equipment described above and in any schedules made a part hereof by us for the periodic rental payment and full term shown above. The Initial Month's Rent and Delivery Charge is payable at the time of the signing of this agreement. This document, shall constitute the entire agreement between CBS and Renter. It may not be altered or modified without our written consent. This rent is non-cancelable for the term stated above.

2. This agreement may be canceled by you for reason including failure of the Equipment, loss or damage with a 30-day notice.

3. You agree to Use the Equipment in the manner for which it is intended, to keep it in good working condition and to keep it free from any liens or encumbrances. You agree not to sell, transfer, dispose, pledge, alter or move the Equipment without our prior written consent. Any changes to the Equipment shall belong to Us.

4. This agreement is based on your credit so you may not assign, sublet or transfer any interest you have in this rent or Equipment to any other party.

5. CBS agrees to provide all service and supplies, except paper and staples. "Service" will cover all labor, parts, mileage, and PM's (preventive maintenance). "Supplies" will include black and color toner, black and color developer, fuser oil, and drums. This does not cover paper, staples or damage caused by misuse, abuse, carelessness, or acts of God. Excludes all software, networking, or connectivity related issues

6. You are responsible for and accept all risks of loss and damage to the Equipment. You agree to obtain a general public liability insurance policy and to insure the Equipment against all risks in an amount at least equal to the replacement cost and to list us as a "loss payee." You agree to replace or repair lost or damaged Equipment and to continue to pay rent. We are not liable for any damage to the Equipment or for any losses or injuries related to the Equipment or its Use. You agree to indemnify and defend Us against any claims related to the Equipment or its Use. These promises will continue after this rent ends.

7. You also agree to maintain the equipment in first class condition. If any rental payment is not received within ten days of the due date, You agree to pay the greater of ten percent of the rental payment or fifteen dollars, as permitted by law, as additional compensation for our operating expenses arising from the delayed payment.

8. Default shall occur if You fail to pay any rent payment or other sum when due, if You breach or fail to perform any other obligation under this rent or any other rent with Us, or if You or Guarantor dies, liquidates, makes an assignment for the benefit of creditors, appoints a trustee or receiver, ceases doing business or file or have filed against You a petition in bankruptcy.

9. Guarantor agrees to pay and perform all of these obligations if the rent is in default within ten days after receipt of notice of default and demand for payment and/or performance. Guarantor consents to personal jurisdiction in Texas, waives trial by jury and agrees that We may first proceed against the Guarantor without proceeding against the Leasing Customer or the Equipment. Guarantor's liability shall not be affected by an extension or alteration of the agreement or by the addition or rerent of any other Guarantor. If there is more than one Renter or Guarantor, the liability shall be joint and several.

10. In the event of default, We will have the right to repossess the Equipment and/or to sue You for all past due payments and all payments to be due in the remaining term, plus the residual value We have placed on the equipment, interest at the lower of one and one-half percent (1%%) per month or the highest lawful rate, and other charges due Us including reasonable attorneys' fees, collection and legal costs. This rent is governed by Texas law and You agree to be subject to suit in Texas and to waive a trial by jury.

11. You agree to return the Equipment as directed by Us, insured and in good operating condition, if the Renter is in default or if the agreement is not renewed. If the Equipment is not returned at the end of the agreement, the agreement will renew on a monthly basis on the same terms and conditions. Return of the Equipment in the event of default does not relieve You from continued liability under this rent.

12. For Your convenience, We may accept a facsimile or email copy of this rent with Your facsimile signature or email designation and You agree that such will be treated as an original and will be admissible in court as conclusive evidence of this rent. You agree not to change this document without our knowledge and written consent.

Erin Johnson

From: Sent: To: Cc: Subject: Ronnie Fritz <ronnie@cbs-digital.com> Thursday, March 10, 2016 8:59 AM Erin Johnson 'Heather Howell' RE: Rental MFP

Erin,

Your understanding is exactly correct. In all honesty, I am trying to use this opportunity to introduce Complete Business Systems, Inc. to Panola County in the hope of future consideration for your equipment and document needs. I am simply trying to recoup our expenses for the device during the period you requested.

Have a Blessed Day!

Ronnie

Sent from my Verizon Wireless 4G LTE smartphone

------ Original message ------From: Erin Johnson <<u>erin.johnson@co.panola.tx.us</u>> Date: 03/10/2016 8:46 AM (GMT-06:00) To: 'Ronnie Fritz' <<u>ronnie@cbs-digital.com</u>> Cc: 'Heather Howell' <<u>heather@cbs-digital.com</u>> Subject: RE: Rental MFP

Mr. Fritz,

Thank you for the attached rental agreement.

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I am somewhat confused however, on the price as most of it is blank. Before I take this to the County Judge and Commissioners, I respectfully ask for clarification.

The way it currently reads is that Panola County will be charged:

\$150 delivery fee

\$150 pick up fee

.0095 for black & white copies.

Is the above accurate? Please clarify.

Thank you,

.

Erin L. Johnson

123rd Judicial District &

County Court at Law

Court Manager

903-693-0315 (phone)

903-693-3046 (fax)

From: Ronnie Fritz [mailto:ronnie@cbs-digital.com] Sent: Wednesday, March 09, 2016 2:46 PM To: <u>erin.johnson@co.panola.tx.us</u> Cc: 'Heather Howel!' Subject: Rental MFP

Sorry, the copy rate that I initially attached was for color copies. The rate on this agreement is correct.

Ronnie

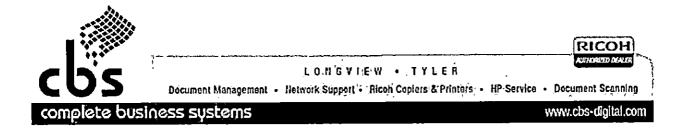
Ronnie Fritz

Business Technology Specialist

Longview 903.323.7600

Ronnie@cbs-digital.com

www.cbs-digital.com



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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

				1 of 1		
_	Complete Nos. 1 - 4 and 5 if there are interested pa	vrties,	OFFICE U	SE ONLY		
	Complete Nos, 1, 2, 3, 5, and 6 if there are no intere	ested parties.	CERTIFICATION OF FILING			
1	Name of business entity filing form, and the city of business,	Certificate Number:				
	Complete Business Systems, Inc		2016-25068			
	Longview, TX United States	Date Filed:				
2	Name of governmental entity or state agency the being filed.	03/11/2016				
	County of Panola	Date Acknowledged:				
			the entropy - 1	vourido -		
3	Provide the identification number used by the go description of the goods or services to be provided and the goods of services to be provided and the goods of th	overnmental entity or state agency to track or identify ided under the contract.	y the contract, and p	NOAIOR S		
	2016-22					
	Printer, computer, copier equipment, supplies	s, and services				
4			Nature of interest (check applicable)			
	Name of Interested Party	City, State, Country (place of business)	Controlling	Intermediary		
Kr	night, James	Longview, TX United States	X			
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L		<u> </u>	<u> </u>			
5	Check only if there is NO Interested Party.					
6	AFFIDAVIT	I swear, or affirm, under penalty of perjury, that th	e above disclosure is	true and correct.		
	KARA DENISE MITCHELL	, A				
	MY COMMISSION EXPIRES	or Kthe				
ļ	July 17, 2019 Signature of Authorized agent of contracting business entity					
AFFIX NOTARY STAMP / SEAL ABOVE						
	Sworn to and subscribed before me, by the said <u>Tames Knight</u> , this the <u>11¹¹</u> day of <u>March</u> .					
	20_1(c), to certify which, witness my hand and seal of office.					
Kana Domini Il Italia Kana Domina Mitchall Noton Public						
	Signature of officer administering oath	Printed name of officer administering oath	Title of officer admini	stering oath		
10	-					

Forms provided by Texas Ethics Commission