

**RESOLUTION #08-1020-01: EXTENSION OF PRINT SERVICE RENTAL AGREEMENT**

**Whereas**, the Township currently rents a Ricoh 3235 printer/copier/fax/scanner from MT Business Technologies, Inc. at the monthly cost of \$661.00 plus usage fees and for a term ending March 13, 2009;

**Whereas**, the Township can extend the rental agreement on this equipment starting October 21, 2008 for a period of 36 months at the monthly cost of \$295.00 plus the same usage fees as are in the current rental agreement;

**NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF TRUSTEES OF LIBERTY TOWNSHIP, DELAWARE COUNTY, OHIO:**

**To authorize the Township Administrator to execute the rental agreement (a copy of which is attached) with MT Business Technologies to extend the rental of the Ricoh 3235 for 36 months.**

Motion made by Guzzo and seconded by Mann.

Vote: yes Ms. Guzzo yes Mr. Mann \_\_\_\_\_ Mr. Sybert

This Resolution shall be in force and become effective immediately upon its execution.

10/20/08  
Date

\_\_\_\_\_  
Curtis J. Sybert, Trustee

Robert Mann  
Robert Mann, Trustee

CERTIFIED BY:

Peggy Guzzo  
Peggy Guzzo, Trustee

Mark S. Gerber  
Mark S. Gerber, Fiscal Officer

(740) 549-2064 (R)

**EXCLUSIVE  
PRINT SERVICE RENTAL AGREEMENT**

THIS AGREEMENT entered into by and between MT Business Technologies, Inc., of Mansfield, Ohio, hereinafter referred to as "MT" and Liberty Township hereinafter referred to as Customer".

- Effective 10/20/08 (date), MT agrees to rent to Customer, and Customer agrees to rent from MT, for a term 36 months herein, and extensions as set forth therein, copier/fax/print equipment described as follows: Klesh 3235 w/ 1206 / 500 / 1206 / 1206
- The equipment is the sole property of MT, together with additions, replacements or substitutions therefore. Customer shall not make any alterations to the equipment nor move the same to any location other than as set forth herein, nor assign the contract without the written consent of MT. Customer shall execute any documents required to perfect a security interest in MT with respect to the equipment.
- In the event of loss or damage of any kind to the equipment herein leased, Customer, at the option of MT, shall (a) place the same in good repair, condition and working order; or (b) replace the same with like equipment in good repair, condition and working order.
- MT shall provide, without additional charge, all necessary maintenance service on the equipment during regular business hours of MT. Service required outside regular business hours or required because of failure to use approved supplies, negligence or misuse of the equipment, causes external to the equipment such as, but not limited to, failure of, or faulty electric power, shall be charged to customer in accordance with the customary rates of MT. Shipping and handling charge may be applied to supplies sent to customer.
- Payment for equipment rental during the term of extension shall be made by Customer in accordance with the schedule for prints made from the equipment as follows:
 

Monthly Rental \$	<u>275.00</u>	Each B & W print:	<u>.01</u>	Each Color Print:	<u>.079</u>
B/W Prints; Monthly Service Minimum of \$	<u>    </u>	Includes:	<u>    </u>	Overage @	<u>    </u> each
Color Prints; Monthly Service Minimum of: \$	<u>    </u>	Includes:	<u>    </u>	Overage @	<u>    </u> each
Black Toner included:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Photoconductors:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Black & Color Developer:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
- Excluded from this Agreement is software/data. Service Portion may only be adjusted for 12 month increments.

MT invoices will be mailed to Customer monthly. Terms are thirty (30) days net. Carrying charges of 1 1/2% per month shall be applied on any balance not paid within said 30-day period. Imposition of carrying charges shall not be deemed a waiver of any other remedy available to MT under this agreement.

- Customer agrees to use only MT approved supplies with the equipment and to provide MT access to the equipment, attachments and records of Customer during reasonable times if verified computation of copies is deemed necessary by MT.
  - MT warrants that the equipment, when installed, will be in satisfactory operating condition and provides this warranty in lieu of all other warranties. The responsibility of MT hereunder is limited to providing maintenance service only. MT disclaims liability for consequential damages in the event of the failure of MT to perform any obligation under this agreement or for any liability to perform any obligation hereunder caused by reasons beyond the control of MT.
  - If Customer defaults in making payments due to MT hereunder or in any other respect, or in the event that Customer is involved in bankruptcy or similar proceedings for the benefit or its creditors, MT may, at its option a.) terminate this agreement and claim and receive all sums then due and owing, together with those to become due and owing over the term had it continued, b.) enter the premises of Customer and recover the equipment, attachments and any supplies sold by MT to Customer and not then fully paid for, and c.) pursue any other remedies available at law or equity.
- The Options of MT hereunder may be exercised individually or cumulatively.*
- If Customer terminates this agreement prior to the end of the term, Customer shall, at the option of MT and in lieu of its other remedies for damages, pay as liquidated damages, and not as a penalty, that amount indicated as the monthly minimum charge multiplied by the number of months of unexpired rental time remaining under this contract, together with prior amounts in default, if any.
  - Either party may terminate this agreement upon thirty (30) days prior written notice to the other at the end of the initial term, and the agreement shall automatically be renewed for a like term if not so terminated.
  - This agreement shall inure to the benefit of and be binding upon the parties, their respective successors and assigns.
  - If copies included in your base charge and your copy rate is adjustable, then just the Service and Supply portion of your base may be adjusted.

CUSTOMER Liberty Township  
 (Print or Type)  
 By David E. Anderson, Twp. Adm.  
 (Signature & Title)  
 Date 10/20/2008  
 By \_\_\_\_\_  
 (Individually Signature & Title)

MT Business Technologies, Inc.  
 1150 National Parkway, P.O. Box 37  
 Mansfield, Ohio 44901  
 By [Signature]  
 Name/Title  
 Date \_\_\_\_\_

12998

**EXCLUSIVE  
PRINT SERVICE RENTAL AGREEMENT**

*Liberty Township*  
*3-13-06*  
*Nich 3035 86 / LeB / son*

THIS AGREEMENT entered into by and between MT Business Technologies, Inc., of Mansfield, Ohio, hereinafter referred to as "MT" and hereinafter referred to as "Customer".

1. Effective 3-13-06 (date), MT agrees to rent to Customer, and Customer agrees to rent from MT, for a term 36 months herein, and extensions as set forth herein, specific equipment described as follows:  
Nich 3035 86 / LeB / son
- 2a. The equipment is the sole property of MT, together with additions, replacements or substitutions thereof. Customer shall not make any alterations to the equipment nor move the same to any location other than as set forth herein, nor assign the contract without the written consent of MT. Customer shall execute any documents required to perfect a security interest in MT with respect to the equipment.
- 2b. In the event of loss or damage of any kind to the equipment herein leased, Customer, at the option of MT, shall (a) place the same in good repair, condition and working order, or (b) replace the same with like equipment in good repair, condition and working order.
3. MT shall provide, without additional charge, all necessary maintenance service on the equipment during regular business hours of MT. Service required outside regular business hours or required because of failure to use approved supplies, negligence or misuse of the equipment, causes external to the equipment such as, but not limited to, failure of, or faulty electric power, shall be charged to customer in accordance with the customary rates of MT.
4. Payment for equipment rental during the term of extension shall be made by Customer in accordance with the schedule for prints made from the equipment as follows:  
 Monthly Rental \$ 661.00 Each B/W print: 0.01 Each Color print: 0.57  
 B/W Prints; Monthly Service Minimum of \$          Includes:          Overage @          each 295.00  
 Color Prints; Monthly Service Minimum of \$          Includes:          Overage @          each  
 Black toner included: Y Yes          No Photoconductor: Y Yes          No  
 Black & Color Developer: Y Yes          No

4a. Excluded from this Agreement is software or loss of software/data. Service Portion may only be adjusted at 12 month increments.

MT invoices will be mailed to Customer monthly. Terms are thirty (30) days net. Carrying charges of 1 1/2% per month shall be applied on any balance not paid within said 30-day period. Imposition of carrying charges shall not be deemed a waiver of any other remedy available to MT under this agreement.

5. Customer agrees to use only MT approved supplies with the equipment and to provide MT access to the equipment, attachments and records of Customer during reasonable times if verified computation of copies is deemed necessary by MT.
6. MT warrants that the equipment, when installed, will be in satisfactory operating condition and provides this warranty in lieu of all other warranties. The responsibility of MT hereunder is limited to providing maintenance service only. MT disclaims liability for consequential damages in the event of the failure of MT to perform any obligation under this agreement or for any liability to perform any obligation or for any consequential damages beyond the control of MT.
7. If Customer defaults in making payments due to MT hereunder or any other asset, or if it is determined that Customer is involved in bankruptcy or similar proceedings for the benefit of its creditors, MT may, at any time, terminate this agreement and claim and receive all sums then due and owing, together with those to become due and owing, with interest, and (b) enter the premises of Customer and recover the equipment, attachments and any supplies sold by MT to Customer and not fully paid for, and c.) pursue any other remedies available at law or equity.

**CURRENT CONTRACT**

The Options of MT hereunder may be exercised individually or cumulatively.

8. If Customer terminates this agreement prior to the end of the term, Customer shall, at the option of MT and in lieu of its other remedies for damages, pay as liquidated damages, and not as a penalty, that amount indicated as the monthly minimum charge multiplied by the number of months of unexpired rental time remaining under this contract, together with prior amounts in default, if any.
9. Either party may terminate this agreement upon thirty (30) days prior written notice to the other at the end of the initial term, and the agreement shall automatically be renewed for a like term if not so terminated.
10. This agreement shall inure to the benefit of and be binding upon the parties, their respective successors and assigns.
11. If copies included in your base charge and your copy rate is adjustable, then just the Service and Supply portion of your base may be adjusted.

CUSTOMER JOHN BERMAN'S  
 (Print or Type)  
 By [Signature]  
 (Signature & Title)  
 Date \_\_\_\_\_  
 By \_\_\_\_\_  
 (Individually Signature & Title)

MT Business Technologies, Inc.  
 1150 National Parkway, P. O. Box 37  
 Mansfield, Ohio 44901  
 By [Signature]  
 Name/Title  
3/13/06  
 Date

Forms/PSA3  
(614) 336-8211