



2000 E Randol Mill Rd. Ste 610, Arlington Texas 76011  
P: 817-226-4646 F: 817-226-4647 www.altbizsolutions.com

## ABAS EQUIPMENT RENTAL AND SERVICE AGREEMENT

**Customer Bill-To Information:**

|                  |               |                   |
|------------------|---------------|-------------------|
| Date<br>1/6/2017 | Customer P.O. | ABAS Work Order # |
|------------------|---------------|-------------------|

|   |  |                |
|---|--|----------------|
| Customer Name<br>Johnson County- Justice of the Peace, Precinct Three | Billing Contact Name<br>Libby Chandler                 | Title<br>Buyer |
| Customer Address (line 1)<br>1102 E. Kilpatrick, Suite B              | Billing Contact Phone #<br>(817) 556-6382              |                |
| Customer Address (line 2)   | Billing Contact e-mail<br>libby@johnsoncountytexas.org |                |
| City, State, Zip Code<br>Cleburne TX 76031                            | Billing Contact Fax #<br>(817) 556-6385                |                |

**PAYMENT TERMS: THIS IS A FIXED TERM AGREEMENT MAY NOT BE CANCELLED OR REFUNDED.**

Length of Term: 63 Months    Monthly Charge: \$31.00    Sales Tax: \$N/A    1x Installation Set Up Fees: \$FREE    Initial Check: \$93.00

Billing Cycle:  Monthly     Quarterly     Annually    Billed By:  ABAS     AMSS Fin Svc    Type:  Commercial New     Commercial Green

**ITEMS INCLUDED: (Customer Initials Required)**

|   |  |  |   |   |
|---|--|--|---|---|
| <input type="checkbox"/> Toner, Ink, Tape & Sealing Solution<br><br>Customer Initials | <input checked="" type="checkbox"/> On-Site Service Labor<br><br>Customer Initials | <input checked="" type="checkbox"/> Service Parts<br><br>Customer Initials | <input checked="" type="checkbox"/> Preventative Maintenance<br><br>Customer Initials | Special Billing Instructions:<br>_____<br>_____ |
|---|--|--|---|---|

**MFP INFORMATION IF APPLICABLE:**

*All payments are exclusive of sales and use tax.*

\*Shipping and Handling is billed separately

|   |   |
|---|---|
| Monthly Base Use Charge: \$ _____                       | Charge per page above Pages Included in Base Use Charge |
| 8.5x11 Pages Included in Monthly Base Use Charge: _____ | \$ _____ per Black/White Page                           |
| Black/White Pages _____    Color Pages _____            | \$ _____ per Color Page                                 |
| Monthly Scans Included: _____                           | \$ _____ per Page Monthly Scans                         |

**Equipment Covered by this Equipment Rental and Service Agreement:**

| E | Item #      | Asset Description                             | Asset Location                                |
|---|-------------|---|---|
|   | POSTBASE30A | PostBase 30 Semi-Automatic Mailing System-Red | 206 North Baugh Street, Alvarado, Texas 76009 |
|   | PSCALES     | Integrated 5 lb. Scale                        | 206 North Baugh Street, Alvarado, Texas 76009 |
|   | PMANSEAL    | Manual Feeder / Moistener                     | 206 North Baugh Street, Alvarado, Texas 76009 |
|   |             |   |   |
|   |             |   |   |

Requested Installation Date: \_\_\_\_\_    Rush installation fee if less than 3 weeks:  \$200.00

**CUSTOMER HAS READ AND AGREES TO THE TERMS AND CONDITIONS ON BOTH PAGES OF THIS AGREEMENT:**

|                              |  |
|------------------------------|--|
| <b>Customer</b>              | <b>Alternative Business Automation Solutions</b> |
| Signed By<br>                | Signed By<br>                                    |
| Title<br>County Judge        | Title<br>President / CEO                         |
| Printed Name<br>Roger Harmon | Printed Name<br>Craig Wasilchak                  |
| Date<br>2/13/17              | Date<br>1-24-17                                  |

# ALTERNATIVE MAILING AND SHIPPING SYSTEMS dba ALTERNATIVE BUSINESS AUTOMATION SOLUTIONS

## TERMS AND CONDITIONS

- A. PRODUCT: Product and Software Warranty Limitation.** If you have any problems with this equipment after installation, Alternative Mailing & Shipping Systems ("Dealer") will promptly repair or replace this equipment at our option. Dealer will be responsible for the cost of the material and labor necessary to repair or replace this equipment. Consumable parts such as ink, meter tape, seal solution or parts worn out due to extraordinary use of the equipment are not covered under the rental agreement. Dealer warrants Software to be free from defects in material, workmanship or programming for 90 days after installation. Software is programmed with carrier rates & calculating methods which can be specific to a carrier or a government agency. If a carrier or agency change their rates or methods within the first 90 days after installation Dealer will update or replace the affected Software. After the 90 day warranty period on updating the Software is over, all updates and replacements will be chargeable.
- B. SCOPE OF SERVICES:** The charges established by this Agreement include payment for maintenance performed by Dealer during normal business hours: inspections, adjustments, parts replacement, drums and cleaning material required for the proper operation as determined by Dealer. Customer must separately purchase supplies, paper and staples. It is understood that the scope of services shall include only those items checked and initiated by the Customer on the face page of this Agreement. No other services shall be expected or required. Operator Error Calls and Computer Network problems are not included in the Scope of Services.
- C. STANDARD TERMS:** Installation of equipment. You are responsible for suitable power sources, access & space for installation according to our specifications.
- Assignment of your rights or obligations under this Agreement, has to be approved by Dealer to make sure that there is no increase in our risk of doing business.
  - Dealer is in no way liable for incidental or consequential damages for nonperformance of any obligations under this agreement.
  - This is the entire agreement between us. No statements or prior understandings, even if reduced to writing, or other documents are effective if they are inconsistent with this Agreement, or if they obligate us in any way beyond what is written here. Any terms or any other documents which add to, vary from, or conflict with these terms are hereby objected to. Payment terms will be specified on face of invoice.
  - We will make every reasonable effort to deliver the equipment as soon as possible, but cannot guarantee a specific delivery date.
  - This order becomes a mutually binding Agreement when we install the equipment, with the following exceptions: in a Customized Equipment Transaction your order is binding when accepted and scheduled at our home office; and when you intend to pay for any equipment, whether customized or not, in more than one installment, your order is accepted at time of installation when our home office has given expressly waived credit approval.
  - By signing this Agreement, you have created a security agreement. To protect our right to the equipment, we may file a copy of this Agreement as a financing statement with the appropriate State authorities. You also represent that you are financially solvent and able to pay for this equipment when you are invoiced for it, according to the terms of payment on the invoice.
  - In the unlikely event we have to collect payments due from you beyond invoicing we can hold you responsible for interest at the maximum lawful rate from the due date of a payment, costs of collection, and reasonable attorney fees. Checks returned by our bank shall be considered past due and will be assessed a service charge of \$25.00 plus applicable taxes.
- D. PAYMENT:** Customer unconditionally guarantees that it will make all payments and all the other charges required under the Agreement and any supplements when they are due. Dealer may cease performance under this Agreement if Customer is in breach under this or any other Agreement with Dealer. If it is necessary for Dealer to proceed legally to enforce this Agreement, Customer agree to pay, in addition to any award, all costs, including attorneys fees incurred.
- E. ADVANCE INSPECTION:** Dealer reserves the right to inspect all equipment to be covered under this Agreement to determine its mechanical condition. Equipment that is identified as requiring immediate repair will be identified to Customer. Customer, at its option, may elect to have said unit repaired at the then current hourly service labor rate plus parts or may elect to have the unit excluded from the Agreement.
- F. REMEDIAL MAINTENANCE:** During the term of this Agreement, Dealer agrees to perform the maintenance and repair that will keep the Equipment in good working order and condition, normal wear and tear excepted. If Dealer is notified by Customer during the term of the agreement that the equipment is not in good working condition, Dealer will, during normal service hours, make necessary adjustments and repairs including replacement of parts (if parts are included as part of the terms of this Agreement.) If parts are not included in the Agreement, Dealer will promptly provide a quote for the appropriate part(s). Dealer normal service hours are 8:00 a.m. to 5:00p.m. Monday thru Friday, excluding holidays. Dealer may from time to time adjust these hours as may be required in the course of business, at which time the customer will be advised. Service at times other than Dealer's normal service hours may be furnished on an "as available basis" at published rates then in effect. Replacement parts may be used and/or reconditioned. Parts that have been replaced will remain the property of Dealer.
- G. SERVICE LIMITATIONS:** Customer agrees Dealer will not be required to make adjustments, repairs or replacements made necessary resulting from (i) unauthorized third parties performing any maintenance, repair or replacement; (ii) Customer modifying, relocating, dismantling (including without limitation, unavoidable accidents), abusing or misusing the Equipment (including without limitation, the spilling of water or other substance in the machine), and the breaking of fids, hinges, cassettes, etc.; (iii) unauthorized Equipment alteration and tampering, or interconnection with non-compatible Equipment; (iv) placing the Equipment in an area that does not conform to space, electrical and environmental requirements; (v) failure of improper network or electrical power; (vi) Acts of God, lightning, fire, water, climatic conditions, or incidents of excess voltage or power surges; (vii) Customer using toner, drums, processing units, ink, film, etc., from any other source other than the service provider; or (viii) improper conditions of the environment such as excessive dust, chemical residues, abnormal high or low temperatures. If Dealer provides maintenance made necessary resulting from any of the above listed occurrences or other work not covered under the foregoing remedial maintenance obligation, such maintenance shall be billed to Customer (and shall be due and payable in full upon receipt of invoice) at Dealer's then current rates for labor and parts. Customer agrees that Dealer will not be required to make adjustments, repairs, or replacements if Dealer is not provided reasonable access to the Equipment.
- H. TONER, INK, TAPES & SEALING SOLUTION:** Inclusive contracts are based on manufacturer supply consumption rates. Dealer will determine and deliver supplies in accordance with agreed upon usage. Use of covered supply products above the expected usage may result in additional charges. Supplies may be OEM original or non-OEM at the discretion of Dealer. At the conclusion of this Agreement all unused supplies must be returned or additional charges shall be incurred.
- I. RELOCATION:** Customer agrees to keep the Equipment at the installation location and not move it from that location without prior written consent of Dealer. Customer agrees to be responsible for all costs associated with relocation. If the Equipment is moved to a new position or location, Dealer shall have the right to charge a new rate for the new position or location and Customer agrees to pay the difference between the old rate and the new rate.
- J. CUSTOMER RESPONSIBILITY:** Customer will be responsible for daily care and cleaning of the top glass, dusting Equipment, replenishing toner, replacing disposal tank, clearing jams, shipping and handling fees etc., (where applicable).
- K. LIABILITY LIMITATION:** Dealer's total liability is limited to repair and maintenance of the covered Equipment. Dealer will not be held liable to Customer or any other party for any personal injury or indirect, incidental, consequential damage, including, but not limited to, loss of use, revenue or profit. Dealer will not be liable for any delay or failure to perform its obligations due to any cause beyond its reasonable control, including without limitation, performing services at a location deemed by Dealer as hazardous to health and safety, acts of God or government, labor difficulties, failure of proper transportation, telephone or power, or the inability to obtain parts or supplies. In no event shall Dealer be responsible for lost data, lost profits, damages, or incidental or consequential damages. Dealer's sole liability shall be limited to the amount Customer has paid Dealer pursuant to this Agreement.
- L. TAXES:** Customer shall be responsible for all sales tax, use tax or other taxes (including without limitations personal property taxes assessable on the Equipment) and fees charged relative to this Agreement. Customer agrees to reimburse Dealer for all amounts paid or payable by Dealer in discharge of the foregoing taxes. Customer shall not be responsible for taxes based on Dealer's gross or net income.
- M. DEFAULT:** Customer shall be in default under this agreement if Customer: (i) fails to make any payment under this or any agreement with Dealer within thirty (30) days of when due or (ii) breaches any other term or condition included in this agreement and Customer fails to cure any such breach within (thirty (30) days). In the event of a default, Dealer may, in addition to other remedies, (i) declare all sums (including penalties) due under the terms of this Agreement, and terminate this Agreement without advance notice.
- N. NOTICES:** Notices required under this agreement shall be written and sent to Dealer at: 2000 E Randol Mill Rd STE 610 Arlington Texas 76011 and to the Customer at the "bill to address" identified on the front side of this Agreement. All notices will be effective upon date of postmark.
- O. JURISDICTION:** This agreement shall be interpreted and enforced according to the laws of the State of Texas.
- P. METER READINGS:** Customer agrees to provide Dealer with accurate meter readings based on the billing term on the front of this Agreement, or if mutually agreed upon, to provide Dealer with timely access to all Equipment so that Dealer may obtain meter readings as required. If accurate meter readings are not provided, or if timely access is not provided, Dealer reserves the right to estimate the meter reading from previous meter readings. Customer agrees and consents that Dealer may obtain meter readings via remote access and grants Dealer the right to do so. 11" x 17" copies as two 8 1/2" x 11" single sided copies.
- Q. RENEWAL/TERMINATION:** Length of term of the agreement is established on the front of this agreement under the "length of term" area and is established on the date of installation of the equipment. This Agreement may not be terminated early without possible penalty. This Agreement may be terminated at the end of the agreed upon period by written notice by either party, no less than sixty (60) days prior to removal date. Said automatic renewal is to provide uninterrupted coverage to Customer. If you fail to notify Dealer of your intent to exercise any option, as required herein, this Agreement shall automatically renew at the then current rates in effect. During the term of this Agreement the charges may be increased to reflect increases in the cost of fuel, supplies, parts, labor or usage. This agreement is subject to acceptance by Dealer and will remain in force until cancelled as stated above. Dealer reserves the right to cancel this contract at its discretion upon five (5) days written notice.
- R. ASSIGNMENT:** This contract is for the sole benefit of the Customer whose name appears on the front hereof and cannot be assigned by the customer to any further owners of the covered Equipment.
- S. CONFIDENTIALITY CLAUSE:** Dealer recognizes that it must conduct its activities in a manner designed to protect any information concerning Customer, its affiliates or clients (such information hereinafter referred to collectively as "Customer Information") from improper use or disclosure. Dealer agrees to use its best efforts to treat Customer Information on a confidential basis. Dealer agrees not to disclose any Customer Information to any person, firm or corporation that does not have a need to know said information.
- T. PRICE PROTECTION:** The rental charges shown above are those currently in effect, and will remain in effect for the "length of term" of the agreement. All charges are subject to change at that point on. If the charges are increased after the "length of term" by more than 10% the Customer may terminate this agreement on the effective date of such increase, otherwise the new charges shall become effective.
- U. PROPERTY OF DEALER:** The equipment is, and shall remain, the property of Dealer, and the customer shall have no right, title or interest therein except as set forth herein, and the equipment shall remain personal property even though installed in or attached to real property. A copy of this agreement may be filed with appropriate state authorities at any time by the Company as a Financing statement in order to perfect the company's security interest. Such filing does not constitute acceptance of this agreement by the Company.
- V. PROVISIONS AS TO USE:** The equipment shall at all times be kept by the customer at the place of business listed above and not elsewhere without the written consent of Dealer. In the event of failure by the customer to pay rental on any above-mentioned items when due, or upon demand of the Company or the issuance of any writ or process in any proceedings against the Customer, whereby the equipment may be levied or attached, the Company may terminate this agreement and shall have the right to enter upon any premises where the equipment may be and repossess it without legal process, and in such event the Customer shall pay upon demand of the Company, accrued rental up to such date of repossession. In the event that the equipment is repossessed due to any fault under this paragraph subsequent to the expiration of the period ending twelve months immediately following installation of the equipment, the customer forfeits the 1x installation set-up fee. Upon the termination of this agreement, the Customer will deliver the equipment to Dealer in good condition except for normal wear and tear.
- W. RISK OF LOSS:** The risk of loss, injury or destruction of said equipment from any cause whatsoever, at all times subsequent to the delivery thereof, is hereby assumed by the Customer and such loss, injury or destruction shall not operate in any manner to release the customer from the obligation to make the payment aforesaid, and renewal extension at time of payment shall not release the Customer from any one or more of the terms of this agreement. The Customer will insure the equipment covered by this contract for its value for the benefit of the Company.
- X. ACCEPTANCE:** With respect to the equipment specified here, this agreement contains the entire agreement of the parties hereto, is intended by the parties as an agreement to rent and not sell, conditionally or otherwise, the equipment, supersedes any contract or agreement of prior date between the undersigned Customer and the Company and is subject to final acceptance by the Company, at its home office, in Arlington Texas. Customer will not without Dealer's prior written consent, assign, pledge, sublet, or bill the equipment.
- Y. ASSIGNMENT:** Dealer may sell or assign all of its rights to the equipment and all monies due under this agreement. Upon notice of assignment of rights Customer will make all payments directly to the assigned Company.



fp-usa.com

# Customer Agreement

FP Mailing Solutions  
140 N. Mitchell Ct, Ste 200  
Addison, IL 60101-5629  
Tel: (800) 341-6052  
www.fp-usa.com

## CUSTOMER INFORMATION

|   |                   |
|---|-------------------|
| Billing Address   |                   |
| Customer: Johnson County- Justice of the Peace, Precinct Three  |                   |
| Department:   |                   |
| Street: 1102 E. Kilpatrick, Suite B   |                   |
| City: Cleburne  | County:           |
| State: TX   | Zip: 76031        |
| Tel: 817-556-6382   | Fax: 817-556-6385 |
| E-mail: libby@johnsoncountytexas.org  |                   |
| Contact Name: Libby Chandler  |                   |
| Deliver To: <input checked="" type="checkbox"/> Dealer <input type="checkbox"/> Customer <input type="checkbox"/> Fulfilled from Dealer Inventory |                   |
| <input type="checkbox"/> Existing Customers Only: check box if Billing Address has changed.   |                   |

|  |            |
|--|------------|
| Shipping & Installation Address (if different than Billing)  |            |
| Customer: Johnson County- Justice of the Peace, Precinct Three   |            |
| Department:  |            |
| Street: 206 North Baugh Street   |            |
| City: Alvarado   | County:    |
| State: TX  | Zip: 76009 |
| Tel: 817-558-1532  | Fax:       |
| E-mail: cmos@johnsoncountytexas.org  |            |
| Contact Name: Christina S. Moss  |            |
| Mailing Address: <input type="checkbox"/> Same as Billing  |            |
| <input type="checkbox"/> Existing Customers Only: check box if Shipping & Install Address has changed. |            |

## RENTAL INFORMATION

| Quantity                           | Item #           | Item Description              | Monthly Rate          | Rental Billing Delivery (select one)               |
|------------------------------------|------------------|-------------------------------|-----------------------|--|
| 1                                  | P100C/PBASE      | PostBase 30 Meter/Base        | included              | <input type="checkbox"/> Electronic Billing        |
| 1                                  | POSTBASE30A      | PostBase 30 Attribute Package | included              | <input checked="" type="checkbox"/> Paper Billing  |
| 1                                  | PCOLORBRED (Red) | PostBase Color                | included              | Rental Billing Frequency (select one)              |
| 1                                  | UNL              | Unlimited Resets              | included              | <input checked="" type="checkbox"/> Annual Billing |
| 1                                  | RGPOST           | PostBase RateGuard            | included              | <input type="checkbox"/> Semi-Annual               |
|                                    |                  |                               |                       | <input type="checkbox"/> Quarterly Billing         |
| Term of Contract: <u>63</u> months |                  |                               | Total Monthly Payment | \$ 42.00   |

Note: If a payment option is not selected, FP will default to Quarterly Paper Billing.

Terms and Conditions: By signing below, I hereby acknowledge and agree that FP's standard shipping rates and the additional terms and conditions available on the FP website at www.fp-usa.com/terms-conditions are applicable to, and incorporated by reference into, this agreement. (If you do not have access to the internet, please contact FP directly at 800.341.6052 and we will provide you with a copy for your records.)

## CUSTOMER ACCEPTANCE (please complete all fields)

|  |                  |  |                      |
|--|------------------|--|----------------------|
| Customer Acceptance of Terms             |                  | Dealer Information   |                      |
| Print Name of Authorized Representative: |                  | Dealer Name: Alternative Mailing & Shipping Systems, Inc. Dealer #: 7960 |                      |
| Tel: 817-556-6382                        |                  | Address: 2000 E Randol Mill Rd. Ste. 610 Arlington, Texas 76011          |                      |
| Tax ID: <u>76-6001030</u>                | State: <u>TX</u> | Tel: 817-226-4646  | Fax: 817-226-4647    |
| Authorized Signature: <u>[Signature]</u> |                  | Sales Representative Name: <u>Craig Wasilchak</u>                        |                      |
| Date: <u>2/13/17</u>                     |                  | Sales Representative: <u>X [Signature]</u>                               | Date: <u>1-24-17</u> |

## DEALER & INTERNAL USE ONLY

|   |  |  |
|---|--|--|
| <input checked="" type="checkbox"/> New Customer          | <input type="checkbox"/> Lease Company: _____      | Promo Code: _____  |
| <input type="checkbox"/> Existing Customer Name Change    | <input type="checkbox"/> Major Account: _____      | Package Code: <u>P30A</u>  |
| <input type="checkbox"/> Upgrade From: _____              | <input type="checkbox"/> GSA Contract No.: _____   | <input type="checkbox"/> Price or Terms Exception Approval (attach copy) |
| <input type="checkbox"/> Renewal (no change of equipment) | <input type="checkbox"/> State Contract No.: _____ | Navision No.: _____  |
| <input type="checkbox"/> Change of Ownership              | Master Billing Acct. No.: _____                    | <input type="checkbox"/> USPS® Location: (letter must be attached)       |
| Existing Account No.: _____                               | Master Postage Acct. No.: _____                    | <input checked="" type="checkbox"/> Tax-Exempt Certificate Attached      |



# FP Mailing Solutions

## Terms and Conditions

These terms and conditions (these "Terms") are applicable to, and incorporated by reference into, any order form for, or customer agreement concerning, the rental or sale of any products supplied by Francotyp-Postalia, Inc., d/b/a FP Mailing Solutions, Inc. ("FP") to any customer ("Customer") as described on such order form or customer agreement (the "Equipment") and any services of FP relating thereto. The complete agreement between FP and Customer (the "Agreement") consists of these Terms and the terms set forth on any order form or customer agreement that references and incorporates these Terms. In the event of any conflict between these Terms and a separate order form or customer agreement, these Terms will control. No other terms, including any set forth on any Customer generated forms, acknowledgments or acceptance documents will be applicable unless agreed upon in a writing signed by both FP and Customer.

### 1. EXPLANATION OF PRODUCTS

- a. **Meter** – A device that manages the financial transactions of a mailing machine. This can be a standalone unit or a device, known as a Postal Security Device (PSD), which is inserted and housed in the mail handling equipment.
- b. **Rental Equipment** – Any Equipment outside of the meter that is rented from FP. Examples include mailing machine base, accessories, scales, etc. Such Equipment may require service, which will be invoiced separately to the Customer.
- c. **Rental Services** – Non-tangible product services that are provided by FP. Examples include RateGuard, resets, etc.

### 2. FP WILL:

- a. **Rent to Customer and facilitate installation** of the specified Meter, rented Equipment, and/or services at Customer's installation address, in good working order and ready to use, at rates set forth on the order form or customer agreement or as otherwise agreed upon in writing by FP and Customer.
- b. **Maintain the Meter in proper operating condition** by repair or replacement of non-consumable parts at FP's then-current applicable rates or such rates as otherwise agreed upon in writing by FP and Customer.

### 3. CUSTOMER WILL:

- a. **Pay FP using one of our acceptable payment methods** including: mailing to the lockbox address stated on the invoice or paying online at fp-usa.com. Failure to pay on-time can result in any of the following: locking of the meter device, being unable to perform resets, and FP recovery of the meter. Customer will be billed an NSF fee equal to lesser of \$50 or maximum allowed by law if check or electronic payment is returned due to non-sufficient funds.
- b. **Make all required payments net to FP**, and pay all sales, use, property, or excise taxes; fees or charges imposed on the shipment, transportation, delivery, ownership, leasing, rent, sale, purchase, possession, or use of the Equipment (except Federal or State net income or franchise taxes imposed on FP). Customer shall reimburse FP upon demand for any taxes paid by or advanced by FP.
- c. **Customer will be invoiced in advance of payment due dates** and shall make all payments to the address indicated on FP invoice within thirty (30) days of the date of FP invoice. A late fee will be charged if the payment is not made within such period and an additional late fee will be charged for each subsequent thirty (30) days that the

FP Mailing Solutions  
140 N. Mitchell Ct., Suite 200  
Addison, IL 60101-5629

Tel: 800.341.8052  
Fax: 800.607.3738  
info@fp-usa.com  
www.fp-usa.com

invoice remains unpaid. Customer agrees to pay FP the then-current fee charged by FP's financial institution for checks returned unpaid and for ACH direct debit transactions which are rejected.

d. Use reasonable care in the handling and operation of Equipment and be responsible for any loss or damage to Equipment, including provision for proper insurance coverage. FP shall be named as an "additional insured" and an updated certificate of insurance must be delivered to FP to be kept on file at FP at all times. Use of non-FP consumables (ink, rate chips, etc.) could result in a malfunction to Equipment. The Customer is responsible for repair due to damage done by non-FP products. In the event Equipment is damaged the Customer is responsible for the lesser of repair or replacement costs. These costs are available in the "my account" section of the FP website.

e. Not use special attachments, printing plates, or other devices, including electronic scales or supplies, with the provided Equipment unless FP supplies them or agrees to their use in a signed writing.

f. Use postage meters only for postage imprinting and recording purposes. (Tampering with or misuse of the postage meter(s) is punishable under Postal Laws and Regulations.)

g. Make immediately available for examination and audit by FP or the United States Postal Service® ("USPS®") any postage evidencing system or PSD in their possession.

h. Notify FP of any change in location of the Equipment, and reimburse FP for any reasonable cost incurred by FP as a result of the change. Reporting of the change of Meter location is required by the USPS®.

i. Upon the termination of the Agreement, unless directed otherwise by FP, return the rented Equipment to FP per the Return Instructions, at Customer's expense, to a location designated by FP, in good condition; normal wear and tear accepted. Billing will continue until all rented Equipment is received into inventory by FP. Customer also agrees to reimburse FP for any cost FP incurs to return the rented Equipment to good condition. In addition, Customer also agrees to pay FP the then applicable return processing fee.

j. Be responsible for paying for rate updating software if RateGuard coverage is not selected.

k. Be responsible for the shipping and handling fees when an exchange is done not related to a contract change or warranty claim. See the "my account" section of the FP website for the current fees.

l. Make available the proper connectivity requirements necessary for resetting the postage meter. For models MyMail, T-1000, OptiMail, OptiMail 30, UltiMail, or CentorMail: Customer agrees to make available an analog telephone line (not digital) at installation site so that the analog telephone line can be connected to the meter and used for postage resets. For models MyMail MAX or PostBase Series: Customer agrees to make available a High-Speed Internet connection at installation site so that the high-speed internet connection can be connected to the meter and used for postage resets.

#### **4. ADDITIONAL TERMS FOR TELESET METER RENTALS:**

a. A bank designated by the USPS® will act as a depository for Customer's advance postage payments.

b. Before resetting its Teleset meter, Customer must have at least the amount of the reset increment in Customer's account at the designated bank.

c. In the event Customer requires an emergency advance for postage, FP, at our sole discretion, may advance the Customer money to reset the Postage Meter. If FP provides temporary advance funds to Customer's account to cover the resets, Customer agrees to repay FP's advance within five (5) business days and to pay FP's then-current service fee and/or interest.

d. FP will invoice Customer quarterly in arrears for the then current reset fee (if applicable) on each completed reset transaction.

e. If Customer discontinues its Teleset Meter rental account, FP will use its commercially reasonable efforts to have the USPS® return the funds (must be over \$25.00) in Customer's account within 90 days after Customer's written request, per USPS® CFR Volume 73, Number 210, pages 61255-61356 and Domestic Mail Manual 604.9.2.8 regulations (or any applicable successor regulations); but FP does not guarantee that those funds will be returned by any specific date.

f. Teleset downloads must be performed on compatible line as specified above.

## **5. RATEGUARD:**

- a. FP RateGuard is a service that provides automatic rate upgrades to FP Customers when USPS® rate changes occur. When signed up for RateGuard, the Customer pays a monthly charge to be billed on the same billing cycle as their FP postage meter or FP postage scale. The Customer will receive updated rates (rate chip, rate card, software download, or other necessary products) – free of charge from FP, per their RateGuard Program agreement.
- b. FP will provide eligible Customers the opportunity to receive the necessary updated rates (rate chip, rate card, software download, or other necessary products). The Customer's account must remain current and be in good standing at the time of each rate change to remain eligible for the benefits of the RateGuard program.
- c. The RateGuard Program must remain in effect on the Customer's account for a minimum of the Initial Term. Once the Initial Term is ended, RateGuard will remain in effect until the end of the Term.
- d. RateGuard does not cover carrier rate changes occurring fewer than 60 days from the date that RateGuard is added to the Customer's existing Agreement. This restriction does not apply to new Customers who have signed an Agreement fewer than 60 days before a carrier rate change.

## **6. GENERAL PROVISIONS:**

- a. Customer acknowledges FP's exclusive ownership of the meter(s), products or other Equipment rented to Customer pursuant to the Agreement, and that Customer has no rights except for use for the Term of the Agreement, and agrees to indemnify and defend FP from any claims, legal actions, and costs (including attorney's fees) resulting from Customer's use and operation of such meters, products or other Equipment, and will take reasonable action, to protect FP's ownership.
- b. **UNDER NO CIRCUMSTANCES WILL FP'S LIABILITY TO CUSTOMER EXCEED THE AMOUNT OF FEES PAID BY CUSTOMER TO FP DURING THE PRIOR SIX MONTH PERIOD. IN NO EVENT SHALL FP BE LIABLE TO CUSTOMER FOR INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT, WHETHER OR NOT SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.**
- c. **EXCEPT AS EXPRESSLY STATED HEREIN, FP MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, REGARDING ANY MATTER WHATSOEVER, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF SUITABILITY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.**
- d. **THIS AGREEMENT IS THE ENTIRE AGREEMENT BETWEEN CUSTOMER AND FP, SUPERSEDES ANY PRIOR UNDERSTANDINGS OR WRITINGS, AND IS SUBJECT TO WRITTEN FINAL ACCEPTANCE BY FP'S MAIN OFFICE.**
- e. Notices must be in writing and are given, when received by mail, to Customer's or FP's main office or to another address of which Customer or FP later give notice.
- f. When distribution to Customer is selected, the Equipment must be set up with the Customer within 5 days as rental billing will begin at that time. Any billing issues, as a result of delayed installation, will be the responsibility of the Customer.
- g. FP reserves the right to replace Equipment with products with similar or enhanced features in the event Equipment is not replaceable or has been decertified by the USPS.
- h. Customer authorizes FP, from time to time, to access and download information from the Postage Meter to provide FP with information about Customer postage usage and FP may disclose that information TO the USPS® or other governmental agency. FP will not share with any third parties (except USPS® or other governmental entity) individually identifiable information that we obtain about you in this manner unless required by a court of law. FP may share aggregate data about Customers' postage usage with third parties.
- i. In the event Customer fails to perform in accordance with the terms set forth in this Agreement, or any other Agreement with FP or any FP affiliate, then FP may, without notice: repossess any Equipment; disable Equipment; immediately terminate this Agreement; and pursue any remedies available to FP at law or in equity.

## **7. IF CLAIMS OR DISPUTES BETWEEN CUSTOMER AND FP SHOULD ARISE:**

- a. If Customer fails to pay rent or other amounts due FP on the date due in accordance with this Agreement, or if any legal action commences which may result in another's taking of the equipment: FP can terminate this Agreement, without notice or legal action, and Customer will allow FP to enter the location of the Equipment and repossess it; and Customer will pay FP accrued rent up to the repossession date or the current term expiration date, whichever comes later, and a delinquency charge of 1.5% per month (but not in excess of the lawful maximum) on any unpaid amounts until paid. Customer further agrees that, should it become necessary to place the account with a collection agency or attorney, Customer will pay all collection costs and attorney fees incurred by FP in addition to other amounts due.
- b. This Agreement, its interpretation and any disputes hereunder will be governed by the laws of the State of Illinois, without giving effect to any conflicts of law provisions thereof. In the event of any litigation between Customer and FP, Customer and FP hereby agree that any and all disputes, claims, actions, or controversies arising between the parties of whatever nature (including, but not limited to, any and all contractual, statutory, equitable, or tort claims) shall be brought only in either the United States District Court for the Northern District of Illinois or in the Circuit Court of the 18th Judicial District, DuPage County, Illinois; and both Customer and FP hereby consent to both venue and personal jurisdiction in those courts to the exclusion of all others. Each party also waives any right to a trial by jury.
- c. In the event any provision of this Agreement shall be deemed to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties agree to replace any invalid provision with a valid provision, which most closely approximates the intent and economic effect of the invalid provision.

## **8. ACKNOWLEDGMENT OF DEPOSIT REQUIREMENT:**

- a. Customer hereby acknowledges that it must transfer funds to the USPS®, through a lockbox bank ("lockbox bank") for the purpose of prepayment of postage on Computerized Meter Resetting System (CMRS)-equipped meters ("Deposit").
- b. Customer may make Deposits in the lockbox bank account, identified as United States Postal Service-CMRS-FP. The USPS® may, at its discretion, designate itself or a successor as recipient of Deposits by Customer.
- c. Any Deposit made by Customer shall be credited by the USPS® only for the payment of postage through CMRS-equipped meters. Customer shall not receive or be entitled to any interest or other income earned on such Deposits.
- d. The USPS® will provide a refund in accordance with the rules and regulations governing deposit of funds for CMRS, published in the Domestic Mail Manual or its successor.
- e. FP may deposit funds on behalf of Customer. The USPS® will make no such advances. Any relationship concerning advances is between Customer and the Meter Manufacturer.
- f. Customer acknowledges that the terms of this Acknowledgment of Deposit may be changed, modified, or revoked by the USPS®, with appropriate notice.
- g. Postal regulations governing the deposit of funds for CMRS are published in the Domestic Mail Manual or its successor. Customer acknowledges that it shall be subject to all applicable rules, regulations, and orders of the USPS®.
- h. By signing the Agreement, you the customer represent that you have read the Acknowledgement of Deposit Requirement section above and are familiar with its terms. You agree that, upon execution of the Agreement with FP, you will also be bound by all terms and conditions of the Acknowledgement of Deposit Requirement, as it may be amended from time to time.

## **9. ASSIGNMENTS:**

- a. No right or interest in this Agreement may be assigned by the Customer, without the prior written consent of FP.

## **10. TERM AND TERMINATION:**

FP Mailing Solutions  
140 N. Mitchell Ct., Suite 200  
Addison, IL 60101-5629

Tel: 800.341.6052  
Fax: 800.607.3738  
info@fp-usa.com  
www.fp-usa.com

- a. This Agreement shall be NON-CANCELLABLE during the Initial Term and any Renewal Term, as set forth in Section 10(b) below. The Initial Term and any Renewal Terms are collectively referred to as the "Term" of the Agreement.
- b. This Agreement shall be for the Initial Term set forth on the applicable order form or customer agreement or as otherwise agreed in writing by the parties, commencing on the earlier of the date that Equipment is installed or five (5) days after shipment of Equipment by FP, and shall automatically, without any action by either party, renew for a period of one year (a "Renewal Term") at the end of such Initial Term. At the end of such Renewal Term, this Agreement, again, automatically renews for an additional Renewal Term, unless terminated in accordance with the terms of Section 10. FP will not notify the Customer that the Initial Term or any Renewal Term is ending.
- c. FP can change the monthly rate and fees after the Initial Term upon notice to Customer.
- d. Either party to this Agreement may provide notice to the other party of its intent not to renew this Agreement pursuant to paragraph (b) above. Such notice must be in writing and must be delivered to the other party no later than ninety (90) days prior to the end of the Initial Term or then-current Renewal Term.

#### **11. USPS® ACKNOWLEDGMENT:**

- a. To the extent that the USPS® is obliged to perform particular functions with respect to the Equipment, those functions will be governed by the Domestic Mail Manual, as may be amended from time to time, or its successor, in effect at the time of the obligation. Specifically, to the extent that the USPS® provides refunds to Customers using postage evidencing devices, the policy and procedure governing the payment of refunds will be conducted in accordance with the Domestic Mail Manual, as amended, in effect at that time.
- b. If the Equipment is used in any fraudulent or unlawful scheme or enterprise, or is not used for any consecutive 12 month period, or if the Customer takes the Equipment or allows the Equipment to be taken outside the United States without proper written permission of the USPS®, Washington, DC 20260-6807, or if the Customer otherwise fails to abide by applicable postal regulations and this Agreement regarding care and use of Equipment, then this Agreement and any related Equipment rental may be revoked. Customer further acknowledges that any use of Equipment that fraudulently deprives the USPS® of revenue can cause Customer to be subject to civil and criminal penalties applicable to fraud and/or false claims against the United States. The submission of a false, fictitious or fraudulent statement can result in imprisonment of up to five (5) years and fines of up to \$10,000 (18 U.S.C. 1001). In addition, a civil penalty of up to \$5,000 and an additional assessment of twice the amount falsely claimed may be imposed (3 U.S.C. 3802). A false statement in this application or the mailing of matter bearing a fraudulent postage meter imprints are examples of violations of these statutes.
- c. The Customer is responsible for immediately reporting (within twenty-four hours) the theft or loss of Equipment that is the subject of this Agreement to FP. Failure to comply with this notification provision in a timely manner may result in the denial or refund of any funds remaining on the Equipment at the time of loss or theft.
- d. The Customer understands that the rules and regulations regarding the use of the Equipment as documented in the Domestic Mail Manual may be updated from time to time by the USPS®, and it is Customer's obligation to comply with any current and future rules and regulations regarding its use.

**THESE TERMS AND CONDITIONS APPLY ONLY TO THE EQUIPMENT AND/OR SERVICES SPECIFIED BY THIS AGREEMENT AND DO NOT APPLY TO ANY OTHER FP EQUIPMENT. Any person accepting the Agreement on behalf of an organization further represents and warrants that such individual is a duly authorized representative, having the power and authority to bind such entity to the Agreement.**




**GOVERNMENTAL ENTITIES ADDENDUM**

This is an addendum (.Addendum.) to and part of that certain agreement between FP Mailing Solutions (we., .our.) and \_\_\_\_\_ (.Governmental Entity., "you", or .your.), which agreement is identified in our records with agreement numbers , dated: (.Agreement.). All capitalized terms used in this Addendum which are not defined herein shall have the meanings given to such terms in the Agreement.

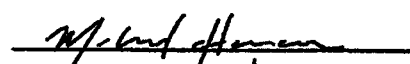
**APPLICABLE TO GOVERNMENTAL ENTITIES ONLY**

You hereby represent and warrant to us that as of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on your behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against you have been followed; (c) the Equipment will be operated and controlled by you and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted, and unencumbered appropriation; (e) you intend to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) your obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of your tax or general revenues; and (h) you will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns. If funds are not appropriated to pay amounts due under the Agreement for any future fiscal period, you shall have the right to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available, without penalty or additional expense to you (other than the expense of returning the Equipment to the location designated by us), provided that at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, your Chief Executive Officer (or Legal Counsel) delivers to us a certificate (or opinion) certifying that (a) you are a state or a fully constituted political subdivision or agency of the state in which you are located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by you; and (d) you have exhausted all funds legally available for the payment of amounts due under the Agreement. You agree that this paragraph shall only apply if, and to the extent that, state law precludes you from entering into the Agreement if the Agreement constitutes a multi-year unconditional payment obligation.

**Customer Name**

Signature:   
Printed: Roger Harmon  
Title: County Judge  
Date: 2/13/17

**FP Mailing Solutions**

Signature:   
Printed: Michael Hansen  
Title: Portfolio Mgmt  
Date: 1/24/17

**AMENDMENT TO THE  
TERMS AND CONDITIONS OF  
THE FP RENTAL AGREEMENT**

This Amendment ("Amendment"), effective upon execution of the FP Rental Agreement, modifies the FP Rental Agreement, ("Agreement"), by and between FRANCOTYP POSTALIA INC. ("FP", "We", "Our") and Johnson County - Justice of the Peace - Precinct Three ("Customer", "You", "Your"), which otherwise remains unchanged. In the event of a conflict between any term of the Agreement and this Amendment, the terms of this Amendment shall prevail. Words and phrases not specifically defined herein shall have the same meaning as in the Agreement.

WHEREAS, FP and Customer desire to amend the Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein set forth, and for other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the parties hereby agree to amend the Agreement, as follows:

1. Section 7.b, *Claims or Disputes*, is hereby amended with the following:

"The construction, performance and consummation of this Agreement, and any and all disputes, claims, actions or controversies of whatever nature between FP and Customer, shall be governed by the federal laws of the United States and the laws of the State of Texas, without giving effect to any choice of law or conflict of law provision, rule or principle that would otherwise require the application of the laws of any jurisdiction other than the federal laws of the United States or the State of Texas. In the event of any litigation between Customer and FP, Customer and FP hereby agree that any and all disputes, claims, actions, or controversies arising between the parties of whatever nature (including, but not limited to, any and all contractual, statutory, equitable, or tort claims) shall be brought only in either the United States District Court Northern District of Texas or in the District Court of Johnson County, Texas; and both Customer and FP hereby consent to both venue and personal jurisdiction in those courts to the exclusion of all others".

All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their respective authorized representatives as of the effective date of this Amendment.

**JOHNSON COUNTY - JUSTICE OF THE PEACE  
PRECINCT THREE**

**FRANCOTYP POSTALIA, INC.**

By: 

By: Brooks Sollers

Name: Roger Harmon

Name: Brooks Sollers

Title: County Judge

Title: Sales Manager

Date: 2/13/17

Date: 1/23/2017