



U.S. Bank Equipment Finance
1310 Madrid Street
Marshall, MN 56258

January 16, 2019

Bay City Downtown Management Board & Development A
Accounts Payable
901 Saginaw St
Bay City, MI 48708-5614

Contract number: 500-0566476-000

Dear Bay City Downtown Management Board & Development A,

Thank you for choosing U.S. Bank Equipment Finance for your financing needs. We look forward to providing the tools and information required to manage your account.

Payments: Be sure to include remittance stub with payment to ensure accurate postings to the account. Payments must arrive on or before the due date or may be subject to a late charge per the agreement.

Fees: Please refer to your signed agreement for important details regarding fees.

Taxes: Please refer to your signed agreement for important details regarding taxes.

Please send payments to:
P.O. Box 790448
St. Louis, MO 63179-0448

Online Payments and Account Information: You have the option to make payments, view invoices and review your account information online.

Please visit us at:
usbank.com/accountabilities

Contact information:

1310 Madrid Street, Marshall, MN 56258
Phone: (800) 828-8246 | Fax: (800) 328-9092
Email: efcustomersupport@usbank.com

Please contact us to:

- **Change your address:** To submit a request to change your address, please contact us at (800) 828-8246 or submit the request in writing on your business letterhead.
- **Request a W9:** Our Federal Tax ID number is: 31-0841368.
- **Questions or concerns:** Customer care representatives are available to assist you Monday through Thursday 7:00 a.m. to 6:00 p.m., and Friday 7:00 a.m. to 5:00 p.m. Central time.
- **Inquire about Detailed Spreadsheet Invoicing:** You are able to manage data to suit your billing needs and add specific requirements such as cost center location ID and PO#s.

Thank you for trusting us to provide financial assistance to keep your business successful. If you have further financial needs please contact us.

Sincerely,
Customer Service Team



property damage
surcharge

Insurance Coverage

From: Management Board & Development Authority
901 Saginaw Street,
Bay City, MI 48708

tinga@bbsbradys.com

To: Insurance Company

Greetings:

We have entered into an agreement with US Bancorp Equipment Finance for equipment with a value of \$ 7,500.

We are responsible for the insurance cost as well as providing evidence of coverage listing US Bancorp Equipment Finance as **Lenders Loss Payee** with respect to **all leased copiers, printers and related equipment on APP#2462391**. Please see that we have immediate coverage and provide to us a form of a **Comprehensive General Liability/Property Damage Coverage**. The certificate should be issued to:

→ **US Bancorp Equipment Finance and/or its assignee(s)**
1310 Madrid St., Ste 101
Marshall, MN 56258

EQUIPMENT LOCATION/ DESCRIPTION:

→ Kyocera TASKalfa 3252ci SN# W2R8810318

PHYSICAL DAMAGE: Insurance is to be provided for fire, theft, extended coverage, vandalism and malicious mischief for the full value of the equipment. US Bancorp Equipment Finance, and/or its assigns is to be named Lenders Loss Payee, as its interests may appear.

→ **Once completed, please forward the documents to our dealer Brady's Business Systems. You may either fax to (810) 603-2087 Attn: Leasing Team and/or e-mail to Leasing@bbsbradys.com. They will forward to US Bancorp on our behalf and follow-up to make sure the lease company does not bill for additional insurance.**

If you have any questions, please do not hesitate to call our dealer, Brady's Business Systems, at (800) 369-2679.

Suzanne Maxwell
Authorized Signature

Executive Director 12/21/18
Title Date



APPLICATION NO.
2462391

AGREEMENT NO.



brady's business systems

G-8173 Embury Road, Grand Blanc, MI 48439
Phone: 810.606.0080 Fax: 810.606.2087

EQUIPMENT FINANCE

Cost Per Copy Agreement

Send Account Inquiries to: 1310 Madrid Street, Suite 101 • Marshall, MN 56258 • Phone: (800) 328-5371 • Fax: (800) 328-9092
Send Payments to: P.O. Box 790448 • St. Louis, MO 63179-0448

The words User, Lessee, you and your refer to Customer. The words Owner, Lessor, we, us and our refer to U.S. Bank Equipment Finance, a division of U.S. Bank National Association ("U.S. Bank Equipment Finance").

CUSTOMER INFORMATION

FULL LEGAL NAME Management Board & Development Authority			STREET ADDRESS 901 Saginaw Street	
CITY Bay City	STATE MI	ZIP 48708	PHONE (989) 893-3573	FAX
BILLING NAME (IF DIFFERENT FROM ABOVE)			BILLING STREET ADDRESS	
CITY	STATE	ZIP	E-MAIL	
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)				

EQUIPMENT WITH CONSOLIDATED MINIMUMS

MAKE/MODEL/ACCESSORIES	SERIAL NO.	STARTING METER
1. Kyocera TASKalfa 3252ci with stand, DF-7100, DP-7100, and Fax System 12	W2R8810318	BW-780 C-477
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

See the attached Schedule A See the attached Billing Schedule

TERM AND PAYMENT SCHEDULE

Term in 63 Months The contract payment ("Payment") period is monthly unless otherwise indicated. **plus applicable taxes*

Cost Per Copy - B&W* \$.08 Monthly Minimum No. of B&W Copies 1,800

Cost Per Copy - Color* \$.12 Monthly Minimum No. of Color Copies 1,100

METER READINGS VERIFIED: Monthly Quarterly Semi-Annually Annually

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT; THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

OWNER ACCEPTANCE

U.S. Bank Equipment Finance			
OWNER	SIGNATURE	TITLE	DATED

CUSTOMER ACCEPTANCE

By signing below, you certify that you have reviewed and do agree to all terms and conditions of this Agreement on this page and on page 2 attached hereto.

Management Board & Development Authority	<u>X</u> <u>Suzanne Maxwell</u>	<u>Executive Director</u>
CUSTOMER (as referenced above)	SIGNATURE	TITLE
<u>78 276 5844</u>	<u>SUZANNE Maxwell</u>	DATED
FEDERAL TAX I.D. #	PRINT NAME	

ACCEPTANCE OF DELIVERY

You certify that all the Equipment listed above has been furnished, that delivery and installation has been fully completed and is satisfactory. Upon you signing below, your promises herein will be irrevocable unconditional in all respects. You understand that we have purchased the Equipment from the Supplier, and you may contact the Supplier for a full description of any warranty rights under the supply contract, we hereby assign to you for the term of this Agreement (or until you default). Your approval as indicated below of our purchase of the Equipment from the Supplier is a condition precedent to the effectiveness of this Agreement.

Management Board & Development Authority	<u>X</u> <u>Suzanne Maxwell</u>	<u>Executive Director</u>	<u>12/28</u>
CUSTOMER (as referenced above)	SIGNATURE	TITLE	DATE OF DELIVERY



EQUIPMENT FINANCE

STATE AND LOCAL
GOVERNMENT ADDENDUM

AGREEMENT #
2462391

Addendum to Agreement # 2462391, dated _____, between Management Board & Development Authority, as Customer and U.S. Bank Equipment Finance, a division of U.S. Bank National Association, as Lessor.

The parties wish to amend the above-referenced Agreement by adding the following language:

REPRESENTATIONS AND WARRANTIES OF CUSTOMER: You hereby represent and warrant to us that: (a) you have been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (b) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (c) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (d) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use, and your need for the Equipment is not expected to diminish during the term of this Agreement; (e) you have funds available to pay contracted Payments until the end of your current appropriation period, and you intend to request funds to make contracted Payments in each appropriation period, from now until the end of the term of this Agreement; and (f) your exact legal name is as set forth on page one of this Agreement.

NON-APPROPRIATION OR RENEWAL: If either sufficient funds are not appropriated to make contracted Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed, this Agreement shall terminate and you shall not be obligated to make contracted Payments under the Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which contracted Payments have been appropriated, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of contracted Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after your failure to appropriate funds sufficient for the payment of the contracted Payments or (to the extent required by applicable law) this Agreement is not renewed, but failure to provide such notice shall not operate to extend the Agreement term or result in any liability to you.

TITLE TO THE EQUIPMENT: If the selected purchase option for this Agreement is \$1.00 or \$101.00, unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement.

The parties wish to amend the above-referenced Agreement by restating the following language:

Any provision in the Agreement stating this Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: "You agree that the terms and conditions of the Agreement and any supplement or schedule thereto and any related acceptance certificate constitutes the entire agreement regarding the financing or lease of the Equipment and supersedes any purchase order, invoice, request for proposal or other related document."

Any provision in the Agreement stating that the Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "This Agreement will renew for month-to-month terms unless you purchase or return the Equipment (according to the conditions herein) or send us written notice at least 30 days (before the end of any term) that you do not want it renewed."



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MPS Satisfaction Policy

Account Name: THE BAY CITY DOWNTOWN
MANAGEMENT BOARD &
DEVELOPMENT AUTHORITY

Phone: (989) 893-5373

Bill to Address: 901 SAGINAW STREET
City, State, Zip: BAY CITY, MI

Contact: SUZANNE MAXWELL
Email: dtbcdirector@sbcglobal.net

- Except where otherwise provided for in this Agreement, all parts and labor needed to maintain the equipment covered by this Agreement shall be provided by the Dealer at no additional charge to the customer during normal working hours which are 8:00 am to 5:00 pm Monday through Friday excluding Holidays. **Four hour response time on all down service calls. This is a **non-cancelable agreement**.**
As per the terms of the Purchase Agreement, prices may change if an Addendum/Supplement to the agreement is executed. Contracts are automatically renewed unless written notification is received 30 days in advance of renewal date.
- Only the equipment described below will be covered by this Agreement.

ID #	Make/Model	Serial #	B/W or Color	Start Meter	Billing Cycle*	Contract Type**	Base # of Copies	Overage Billing Cycle*	B/W Copy Overage	Color Copy Overage
	TASKalfa 3252ci		B/W		MO	N	1,800	QTR	\$0.0800	
			Color			F	1,100			\$0.1200

Contract Effective from 12/19/18 to 3/19/24

*Billing Cycle: [Mo – Monthly] [Qtr – Quarterly] [SemAn – Semi Annual] [An – Annual]

- N Black toner only, parts, drum, developer, labor and toner waste bins.
- N+ Base charge plus each copy billed at specified Copy Rate, including Black toner only, parts, drum, developer, labor and toner waste bins.
- C Facsimiles: Parts and Labor only. Excludes electrical control boards.
- E All parts, drum, developer, labor and toner waste bins. Excludes all toner.
- F All Black and Color toner, parts, drum, developer, labor and toner waste bins.
- 1 Add to existing/master contract.
- 2 Other – Specify:

(Requires BBS Management Approval)

- Use of service, parts or supplies not authorized by BBS will cause the Agreement to become null and void. Execution of this contract is contingent on availability of manufacturer's parts. Rebuilds are not included. Loaners will be Provided under this contract. Loaner copies will be charged against contract allowances.
- Service provided under this Agreement shall not include labor, parts or expense necessary to repair damage resulting from misuse, alteration to equipment, negligence, vandalism, fire, theft or an act of God.

All contracts exclude paper and staples. Supplies ship ground. Supplies included bases on manufacturer suggested yield. Excessive supplies over manufacturer specs will be billed at suggested retail price.

Please call or ask for the Contract Manager at (810) 606-0080 if you have any questions.

By: Suzanne Maxwell Title: Executive Director
(Authorized Signature)

By: Suzanne Maxwell Date: 12-19-18
(Print Name)

G-8173 Embury Road
Grand Blanc, MI 48439
PH (810) 606-0080
FX (810) 603-2087

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(A Stockton Financial Services, Inc. company)

4265 E Holland Rd
Saginaw, MI 48601
PH (989) 792-2041
FX (989) 921-2202



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Program Change Option:

REVIEW PERIOD: At six months from contract inception and every six months thereafter or upon your request, we will review the click volume.

REVIEW ACTION: If the click volume has moved upward or downward in an amount sufficient for you to consider an alternative plan, we will present pricing options to conform to a new click volume.

ACTION: An upward or downward adjustment of the Monthly Minimum Volume may result in a new Agreement being signed which will end your current Agreement.

- Downward adjustments to Minimum Monthly Volume commitments will result in a higher cost per click. However, volume reductions may result in lower monthly payments depending on the reduction in Monthly Minimum Volume.

EQUIPMENT CHANGES: In the event your equipment needs changed, but the Monthly Minimum Volume stays the same, we can change equipment upon the six month review. If an equipment adjustment needs to take place, a new agreement may need to be signed which will end your current agreement. However, it may result in a higher click charge if the equipment is of a larger class segment device or if additional features are needed.

By: Suzanne Maxwell
(Authorized Signature)

Title: Executive Director

By: Suzanne Maxwell
(Print Name)

Date: 12-19-18



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MFP (Multi-Function Device) Connected Equipment Support

Brady's Business Systems (hereinafter referred to as BBS) provides a comprehensive portfolio of managed services and technical resources to assist our customers with daily maintenance of network connected print or multi-function equipment. Due to the rapid change in technology, it often occurs that new servers or workstations are installed and the print/scan features are no longer functional. In other cases, new anti-virus measures can cause loss of functionality. In reality, a variety of situations can occur which can limit the functionality of equipment in a network environment.

Connected Equipment Support Plan is an agreement per multi-function device. The agreement entitles your company employees (hereinafter referred to as We), including the end users or network administrators, access to the network support department at BBS for errors relating to the function and setup of the device pertaining to print, scan to PC, scan to FTP, scan to e-mail, and network fax capabilities. BBS will support the device as your network environment changes and as technology changes. This agreement is between BBS and the below named company. Although there is not a limit to the number of contacts that can made to BBS, the service rendered is for support of print, scan and network fax problems and does not extend to the overall capabilities of your network. If the problem extends to the overall function of the servers, workstations, switches, hub, routers or the like, then basic recommendations will be made by the staff at BBS, but repairs regarding these functions are excluded from this contract. We understand that BBS is not responsible for the data contained on our company's servers, workstations, and network peripherals and hereby discharge them from any responsibility for any damages that may occur as a result of loss of data or loss of use. By entering this agreement we hereby agree to allow BBS employees to service our computer equipment. We will initiate remote connections to allow diagnostic and repair services to be rendered in order to perform network maintenance including print driver installation, scan setup, network fax setup, and related services. After the initial year, this agreement will renew automatically for successive annual terms if BBS and/or Customer are not notified of cancellation 30 days prior to the anniversary date. The renewal is subject to increase each year.

Contract Options

Remote & Onsite Assist for Printer Only	\$8.25 mo. Per Printer 2 printer minimum Includes Remote & Onsite Assistance for print.
Remote & Onsite Assist for Multi-Functional Device	\$16.50 mo. MFP Includes Remote & Onsite Assistance for print, scan to folder, and scan to e-mail.

Support your Network Environment! Allow Brady's to Address Common Support Needs Such as:

Printing Troubleshooting & Maintenance <ul style="list-style-type: none"> • Unable to print • Print jobs stuck in queue • New workstation - need drivers installed • New server - need drivers installed 	Scan/Network Fax Maintenance <ul style="list-style-type: none"> • Unable to scan to computer • Unable to scan to e-mail • New e-mail provider or new internet service provider • New workstation or server - need scan configured • Unable to fax from PC or receive network faxes
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Customer Name:	Brady's Equipment ID:
<input type="checkbox"/> Onsite (\$198)	<input checked="" type="checkbox"/> Decline – We decline an annual support agreement. We understand that all network related support (all support not directly related to the mechanical function of the device) will be assessed at a standard billable rate if supported by the network services department at BBS.

Authorized Signature/Date	Title	Signature	Date
<i>Suzanne Maxwell</i>	<i>Executive Director</i>		

4265 E. Holland Rd
Saginaw, MI 48601
PH (989)792-2-41
Fax (989)921-2202

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(A Stockton Financial Services, Inc. Company)
G-8173 Embury Rd
Grand Blanc, MI 48439
PH (810)606-0080
Fax (810)603-2087

1121 Military St.
Port Huron, MI 48060
PH (810)984-4129
Fax (810)603-2087



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Customer Proposal

THE BAY CITY DOWNTOWN MANAGEMENT BOARD & DEVELOPMENT AUTHORITY

901 SAGINAW STREET
BAY CITY, MI 48708

Date: November 29, 2018

Prices quoted are not valid until approved by an authorized BBS agent and is firm for 30 days or based on availability from above date.

Prepared by: Tina Goodman

For: SUZANNE MAXWELL

PH: (989) 893-5373

FX:

dtbcdirector@sbcglobal.net

Equipment Solution

Qty	Make	Description	Location
1	KM TASKalfa 3252ci	32 B/W 32 C PPM MFP. Dual 500 sheet paper drawers, MPT, Duplex, Sort	
1	ACCESSORY	140 sheet Reversing Automatic Document Processor (DP-7100)	
1	ACCESSORY	500 Sheet Internal Finisher (DF-7100)	
1	ACCESSORY	Copier Cabinet Stand (Stand)	
1	ACCESSORY	Fax Board (Fax System 12)	

Term: 63 Months

Monthly Payment: \$276.00 plus applicable taxes

MPS Usage Contract

- Minimum 1,800 B/W images billed at \$0.08 per image and Minimum 1,100 Color images billed at \$0.12 per image per month.
- **RATES GUARANTEED NOT TO INCREASE OVER TERM.**
- Includes FM Audit software at no additional fee.
- Additional images billed quarterly. B/W images billed at above rate per image and additional Color images billed at above rate per image.
- Covers all parts, labor, toner, drums and waste toner bins. Excludes paper and staples.
- Excludes one time documentation fee, applicable insurance & taxes
- Includes any applicable discounts and trade-in values.

bbs responsible for prior lease: Yes

Tax exempt: Yes

Local Service and Supplies Guaranteed!

Includes Set-up, Delivery & Training at no additional charge

The undersigned agrees to the terms and conditions set forth above and in witness thereof hereby executes this agreement. For your convenience this quotation becomes an order when signed within firm quotation period.

By: Suzanne Maxwell
(Authorized Customer Signature)

BBS AGENT: _____
(Authorized BBS Signature)

By: Suzanne Maxwell, Executive Director
(Print Name & Title)

Date: 12/7/18

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Current machine

Lease 63 month due in July 2019 \$175.00

Maintenance (increases each year)

BW images 1,800 @ \$0.024 per month (avg. 1500) \$43.20

Color images 500 @ \$0.138 per month (avg. 1100*) \$151.80*

TOTAL AVG. MONTHLY COST \$370.00

Proposed

63 month guaranteed agreement, includes equipment, service, and supplies (lease and maintenance combined) \$276.00

Guaranteed for the term

BW images 1,800 and Color images 1,100

Rectified quarterly

Kyocera takes care of remaining payments on Canon lease

Immediate Savings

\$94.00 a month

\$5,922.00 over 63 months

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In Addition to the Financial Benefits shown from our analysis the Usage Agreement also includes the following Benefits:

- New equipment with no upfront capital, operating expense
- No increase in service for 5 years
- Equipment guarantee for the term
- Flexibility with equipment, volume, and cost per image, only at your request
- 6 month audits to verify printing usage and costs

Additional Features:

- Easy to use with increased quality and reliability
- KFS – remote service
- Touch screen panel
- Robust scanning on MFP's – 140 sheet document feeder
- Mobile Print
- Secure Print

Service: We assume full responsibility for your service and support with experienced, trained technicians. 4 hour guaranteed response time on down equipment and 24 loaner replacement if we cannot get you up in running.

Supplies: We supply all of your consumable needs with exceptionally high quality toner, drums, and parts. Paper and Staples are excluded.

Control: We provide one simple, easily managed account – One vendor, one invoice. Your purchasing, IT, and accounts payable staffs can count on one exceptionally responsive access point for all of their needs.

Guarantees: Everything is covered under the Brady's Business Systems 5 Year Copy/Print Complete Care Guarantee.