



**PREPARED
EXCLUSIVELY
FOR**

***City of New Haven
City Clerks Office***

March 21, 2022
Prepared By:
Elaine Nizolek
Account Executive

Prism Office Solutions
75 School Ground Rd.
Branford, CT 06405
(203) 654-3305

PRISM PROPOSED EQUIPMENT

**EQUIPMENT . . . TOSHIBA e-Studio 4518A DIGITAL IMAGING SYSTEM –
QUANTITY 2 UNITS**

INCLUDES:

- 45 DIGITAL COPIES PER MINUTE
- PLATEN COVERS
- COLOR VGA TILTABLE LCD TOUCH PAD
- DUPLEXING
- REDUCTION\ENLARGEMENT
- 2– 550 SHEET PAPER TRAYS
- 100 SHEET BYPASS TRAY
- 4GB RAM/320 GB HDD
- UP TO 11 x 17 PAPER SIZE ALL DRAWERS
- NETWORK PRINT CONTROLLER (PCL6 & PostScript3)
- PRIVATE PRINT, SCHEDULED PRINT & PROOF PRINT
- **COLOR** NETWORK SCAN TO EMAIL, SCAN TO FOLDER
- STANDARD HDD OVERWRITE AND ENCRYPTION
- CABINET
- JAMEX COIN OPS-UPGRADE BOARDS & HARNESSES

LEASING...

**NO SECURITY DEPOSIT REQUIRED
63 Month Term . . . \$350.00**

SERVICE AND SUPPLIES . . . Copier Service Only: Includes all Service (Parts and Labor) and Toner , Developer ,Drum, Supplies (Everything Except Paper) INCLUDED IN LEASE

DELIVERY, INSTALLATION AND SETUP . . .

No charge (Value \$400**)**



TOSHIBA

e-STUDIO™ 5018A series

- Black & White Multifunction Printer
- Up to 50 PPM
- Medium/Large Workgroup
- Copy, Print, Scan, Fax
- Secure MFP
- Customizable UI



CONNECT, INTEGRATE, SIMPLIFY, AND MORE.

Technology for every workplace; delivering advanced functionality, ease of use, and peace of mind.

Every business is unique. That's why Toshiba offers the latest customizable solutions that can be tailored to meet your needs. Toshiba solutions help you simplify complex tasks while managing diverse information—efficiently and safely to maximize your productivity.

Toshiba's latest series delivers on our commitment to collaborate with clients to provide tailored, cost-effective solutions that meet your print, document management and content needs while helping you to meet your green objectives.

- > Speeds of 35, 45 and 50 PPM
- > High-volume and high toner yields
- > Advanced e-BRIDGE Next technology
- > Fast dual-core processor



Simple, smart and stylish.

A larger 10.1" tablet-style touch screen with an embedded web browser is easy to use, and customizable to meet your needs, enhancing the sleek and modern look of the complete series.

Produce more with less effort.

The Toshiba e-STUDIO5018A Series is designed to put a fast, efficient, secure MFP in the hands of workgroups looking to improve productivity.

- > Impressive resolution providing 2,400 dpi (Equivalence) x 600 dpi (with smoothing)
- > A time-saving, high-speed, high-capacity 300-sheet Dual-Scan Document Feeder
- > A high toner yield minimizes end-user intervention and enables long uninterrupted runs

Elevate streamlines complicated multi-step processes into automated, one-touch functions.

We know you have work to do and at Toshiba we've introduced a new concept designed to make your job easier and more productive by personalizing the MFP user interface around your specific business processes.

Elevate enables customized and automated workflow presenting the user with convenient one-touch functions addressing only the tasks they use most. This results in simple operation and improved efficiency leading to an overall cost savings. Let Toshiba Elevate your productivity.

- > Customize and automate workflows specifically around your business processes
- > Boost productivity by reducing manual and paper intensive processes in the office
- > Personalize the user interface by department to deliver the utmost efficiency
- > Cost savings and greater efficiency through improved workflow and productivity
- > Clear away clutter and confusion on home screen by presenting only the tasks used most



A COMPACT DESIGN THAT LEAVES NOTHING OUT.

Workgroups can now get a lot more done using fewer resources and less space. The compact design of the e-STUDIO5018A Series is packed with useful functions, lots of options and elegant style.

Advanced e-BRIDGE Next Technology enables the MFP to drive Toshiba's internally developed solutions or those from a third party with ease.

Auto Skew Correction ensures your scanned documents, using any of the document feeder options are reproduced accurately.

First Copy Out Time clocks in at blazing fast speeds of up to 3.6 seconds.

Embedded Optical Character Recognition (OCR) simplifies the creation of searchable PDFs or editable document formats such as Microsoft® Word™.

Job Reservation will queue up multiple copy or print jobs so users can send jobs whenever.

Saddle/Fold Capabilities offer saddle-stitch finishing and the ability to fold without stapling.

Notifications Feature takes the hassle out of checking for depleted supplies or maintenance needs.

Service Module Design significantly reduces the cost and time spent servicing the MFP.

Print Around eliminates printing bottlenecks by allowing other print jobs to go around one job that's held-up due to requiring a specific paper size or type.

Paper Volume Indicators on the front panel make it easy to see the paper sizes, types and levels in each cassette.

Print-from USB lets you print PDF and JPG files straight from your USB drive and the MFP will scale document to fit the available paper size if necessary.

e-BRIDGE Plus for USB Storage is great for capturing a file quickly when you're on the go.

Scan Preview allows you to review your scanned documents digitally, even rotate and change pages prior to sending to file or email.

Fax Preview saves valuable resources by letting you view received faxes prior to printing them.



TOSHIBA TECHNOLOGY AT WORK FOR YOU.

At Toshiba, we work hard to make your work easier, and more productive. In fact, we haven't even mentioned all of our impressive features, like PCL 6, PS3, XPS support and Universal Drivers that offer connectivity to Windows®, Macintosh® and more. Then there are driver plug-ins such as e-BRIDGE Job Point that splits large jobs over multiple machines, e-BRIDGE Job Replicator for the creation of multi-part forms and documents, e-BRIDGE Job Separator for batch printing with any app, and e-BRIDGE Job Build to print different documents together as a single job.

Security for Your Business

We're constantly looking for new ways to make your work, and ours, safer, and more secure.

- > A 320GB Self-Encrypting Drive (SED) with Automatic Drive Invalidation (ADI) & Data Overwrite capability provides top level security
- > Available FIPS 140-2 Validated SED exceeds government requirements
- > IPsec is available to securely encrypt data sent to and from the MFP

Toshiba's new e-BRIDGE Plus apps, including e-BRIDGE Plus for OneDrive® for Business, e-BRIDGE Plus for SharePoint® Online and e-BRIDGE Plus for Exchange Online let users scan to and print from Microsoft's cloud-based services directly at the front panel of the e-STUDIO MFP or their mobile device. This includes Word™, Excel® and PowerPoint® (docx, xlsx, pptx) documents stored in OneDrive® accounts or SharePoint® locations. When combined with our embedded OCR feature, documents can be scanned into popular Office™ formats as well.*

With Google Cloud Print™ support, you can securely print over the web from anywhere, anytime—including your phone—to an e-STUDIO5018A Series MFP, e-BRIDGE Plus for Google Drive™, e-BRIDGE Plus for OneDrive®, e-BRIDGE Plus for DropBox® and e-BRIDGE Plus for box™ address all of the popular cloud-based mobility apps.*

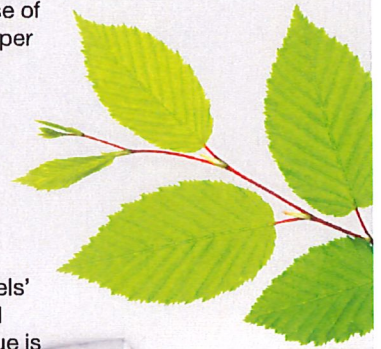
*Your network settings and/or access control may vary depending on network environment when installing e-BRIDGE Plus applications. For details, please consult Toshiba's sales person.

**Available three applications; e-BRIDGE Plus for OneDrive® for Business, e-BRIDGE Plus for SharePoint® Online and e-BRIDGE Plus for Exchange Online.

Responsibility for the Planet

Innovation that is truly innovative makes certain that our environment is part of the equation, which is why we're always looking for ways to be even more environmentally responsible.

- > ENERGY STAR® V2.0 certified
- > RoHS compliance, the use of recycled plastics, and Super Sleep (0.6W) Mode work to help the environment
- > EPEAT Gold Registered for greener electronics, designed to help purchasers choose products that reduce environmental impact
- > The new e-STUDIO models' Typical [weekly] Electrical Consumption or TEC value is exceptionally low, equating to an environmentally friendly product with a low operating cost
- > e-BRIDGE Plus for Green Information provides users with a graphical display at the MFP of their environmental contribution to promote more effective use.



THE FEATURES YOU EXPECT, AND MORE.

1 Document Feeder Options

MR4000	Dual-Scan Document Feeder (DSDF)
MR3031	Reversing Automatic Document Feeder (RADF)
KA5005PC	Platen Cover

2 Accessory Tray & Keyboard Options

GR1330	Accessory Tray
GR9000	Bluetooth Keyboard
GR1340	10-Key Numeric Keypad

3 Finishing Options

MJ1042	50-Sheet Inner Finisher
MJ1109	50-Sheet Console Finisher
MJ1110	50-Sheet Saddle-Stitch Finisher
MJ5015	Job Separator

4 Additional Paper Options

KD1058	Paper Feed Pedestal
KD1059LT	2,000-Sheet Large Capacity Feeder
MY1048	Additional Drawer Module for PFP
MY1049	Envelope Cassette

Additional Option Highlights

- > Embedded OCR Enabler
- > Multi-Station Print Enabler
- > Wireless LAN/Bluetooth
- > IPsec Security Enabler
- > Single & Dual-Line Facsimile
- > Hidden Card Reader Pocket



The e-STUDIO5018A Series includes all the features you would expect from a top-quality MFP, along with a few new ones.

In Control with the Greatest of Ease

A larger tiltable, touch swipe 10.1" color panel works like a tablet or smartphone interface so you can find whatever you need by just swiping your finger.

Advanced e-BRIDGE Next Technology

Built on Linux®, this latest generation e-BRIDGE Next architecture features an Embedded Web Browser, a dual-core processor, up to 4GB RAM, and a 320GB SED enabling the MFP to easily drive Toshiba's internally developed solutions or even third-party applications.

Double the Scan Speed

A 300-sheet high-speed, high-capacity Dual-Scan Document Feeder (DSDF) produces up to 120 IPM simplex and 240 IPM duplex. A conventional RADF is available for less scan-intensive businesses.

Special Envelope Cassette

Keep your envelopes firmly in place for accurate printing from start to finish with an envelope cassette that holds up to 60 sheets at a time.

Add What You Need, All at Once

1,200 sheet paper capacity comes standard, but if you need more, just add two optional 550-sheet cassettes or a tandem LCF for 2,000 LT only for a total capacity of 3,200.

High Volume, High Toner Yield

The monthly copy volume reaches up to 150,000 and an equally impressive toner yield tops out at 43,900 at 5% coverage.

Multi-Station Print Enabler

Toshiba's internally developed Multi-Station Print Enabler, now with support of up to 50 e-STUDIO devices, allows users to send print jobs from their desktop and retrieve them by simply swiping their card and authenticating at any convenient MFP.

e-STUDIO™ 3518A/4518A/5018A

Main Specifications

Copy System	Indirect Electrostatic Photographic Method/OPC/Laser Printing/ Heat Roller Fusing
Display	10.1" Color WSVGA Touch Screen Tilting Display
Copy Speed	35/45/50 PPM (LT)
First Copy Out	3.6/3.6/3.6 Seconds
Warm-Up Time	Approx. 20 Seconds
Copy Resolution	2,400 x 600 dpi with Smoothing
Stack Feed Bypass	3.9" x 5.8" to LD, Envelope
Multiple Copying	Up to 999 Copies
Paper Capacity	Standard 1,200 Sheets/Max. 3,200 Sheets
Original Feed	Optional 300-Sheet DSD/ or 100-Sheet RADF
Scan Speed & Weights	DSD/ Scan: Up to 240 IPM Duplex, 120 IPM Simplex (Monochrome or Color), Simplex: 9.3-110 lb Bond, Duplex: 9.3-110 lb Bond RADF Scan: Up to 73 IPM (Monochrome or Color): Simplex: 9.3-41.8 lb Bond, Duplex: 13.3-41.8 lb Bond
Max. Original Size	LD
Paper Feed Sizes	Drawer 1: 550 Sheets-ST-R to LD Drawer 2: 550 Sheets-ST-R to 12" x 18" Stack Feed Bypass: 100 Sheets-3.9" x 5.8" to 12" x 18", 12" x 47" Banner Opt. 550-Sheet Paper Feed Pedestal-ST-R to 12" x 18" Opt. 550-Sheet Drawer for PFP-ST-R to 12" x 18" Opt. Envelope Cassette for PFP-Approx. 60 Envelopes/550 Sheets-ST-R to LG Opt. 2,000-Sheet Tandem LCF (Pedestal Type)-LT Only Standard: 550 Sheets x 2-16 lb Bond-140 lb Index Stack Feed Bypass: 100 Sheets-14 lb Bond-140 lb Index Opt. 550-Sheet Paper Feed Pedestal-16 lb Bond-140 lb Index Opt. 550-Sheet Drawer for PFP-16 lb Bond-140 lb Index Opt. Envelope Cassette for PFP-16 lb Bond-140 lb Index Opt. 2,000-Sheet Tandem LCF (Pedestal Type), 17-28 lb Bond Standard Automatic Duplex Unit (16 lb Bond-140 lb Index)
Duplex	25% to 400%
Reproduction Ratio	Max. 125K/150K/150K Month
Max Duty Cycle	Approx. 125.2 lb
Weight	23" (W) x 23" (D) x 31" (H)
Approx. Dimensions	43.9K @ 5%
Toner Yield	120 Volts, 50/60 Hz, 12 Amps
Power Source	Maximum 1.5kW (120V)
Power Consumption	Intel Atom™ 1.33GHz (Dual-Core)
CPU	4GB
Memory	320GB Self-Encrypting Drive FIPS 140-2 Validated (Opt.)
Hard Disk Drive	

e-BRIDGE Next Print Specifications

PDL	PCL5e, PCL5c, PCL6 (PCL XL), PS3, PDF, XPS, JPEG
Print Speed	35/45/50 Pages Per Minute (LT)
Print Resolution	600 x 600 dpi (1 bit) or 2,400 (Equivalence) x 600 dpi (with Smoothing) (ALL PDL), 1,200 x 1,200 dpi (2 bit) or 3,600 x 1,200 dpi (with Smoothing) PS3 Only
Operating Systems	Windows Server® 2008 R2, R2 SP1, 2008/SP2, Windows® 7, 8.1, 10, Windows Server® 2012/R2, Windows Server® 2016, Macintosh® (macOS x 10.7.4, 10.8, 10.9, 10.10, 10.11, 10.12, 10.13), Unix®, Linux®
Network Protocols	TCP/IP (IPv4, IPv6), NetBIOS over TCP/IP, IPX/SPX® for Novell® Environments, EtherTalk for Macintosh® Environments
Printing Protocols	SMB, LPR/LPD, IPP (Ver.2.0) w/Authentication, AppleTalk® PAP or EtherTalk, Port 9100 (Bi-Directional), NetWare P-SERVER LPD w/ iPrint, WS Print, FTP
Print Drivers	Windows Server® 2008 SP2 (32-bit, 64-bit) Windows Server® 2008 R2 SP1 (64-bit), Windows Server® 2016, Windows® 7 SP1 (32-bit, 64-bit), Windows® 8.1 (32-bit, 64-bit), Windows Server® 2012/R2 (64-bit), Windows® 10 (32-bit, 64-bit), macOS X 10.7.4, 10.8, 10.9, 10.10, 10.11, 10.12, 10.13
Interface	RJ-45 Ethernet (10/100/1000 Base-T), USB 2.0 (High-Speed), Optional 802.11b/g/n, Wireless LAN, Optional Bluetooth
Wireless Device	AirPrint®, Mopria®, e-BRIDGE Print & Capture Application on iOS and Android (Available via Apple® App Store or Google Play)
Device Management	TopAccess, EFMS 6.30 (e-BRIDGE Fleet Management Software)
Account Control	Up to 10,000 Users or 1,000 Departments Supports User Authentication (on Device), Login Name/Password (via Windows® Domain) or Login Name/Password (via LDAP Server) for Copy, Print, Scan, Fax, List, and User Function
Accessibility Features	Tilt Front Panel, Job Programs, Universal Grip for Paper Trays, Disable Screen Timeout and Audible Beep Message Alerts

Security Features

User Authentication, On-Board Data Scramble Function, SCEP, Disable e-Filing, Disable Copy, Disk Overwrite, IP Address Filtering (10 Sets), MAC Address Filtering (10 Sets), Network Service Control, Network Port Control, SMB Packet Signing, SSL/TLS (HTTP, IPP, LDAP, SMTP, POP, FTP, DPWS, SYSLOG), IPsec (IKEv1, IKEv2), Security Mode Change, CC Certified (ISO/IEC15408), IEEE802.1X (Wired/Wireless), Digital Signature for Client Utilities, Password Policy, Password Lock, Password Expiration, Self Testing, Job Access Control, Log Access Control for Job Log, Security Stamp, Role Based Access Control, Secure PDF, Digital Signature for Firmware Update, Integrity Check Function, Image Log, Card Authentication, NFC Authentication *Conformance with HCD-PPv1.0 in High Security Mode.

Environmental Stds.

Certification

ENERGY STAR® (V2.0), EPEAT Gold, Californian Proposition 65 WHQL (Windows® 7, 8, 8.1, 10, 2008 R2, 2012, 2012 R2), Novell®, Citrix®, SAP, AirPrint® and Mopria®

Scan Specifications

Scan Speed	DSD/ Scan: Up to 240 IPM Duplex, 120 IPM Simplex (Monochrome or Color) RADF Scan: Up to 73 IPM (Monochrome or Color)
Scan Modes	Standard: Full Color, Auto Color, Monochrome, Grayscale
Scan Resolution	600 dpi, 400 dpi, 300 dpi, 200 dpi, 150 dpi, 100 dpi
File Formats	Monochrome: TIFF-Multi/Single Page, PDF-Multi/Single Page, Searchable PDF (Opt.), XPS-Multi/Single Page, DOCX (Opt.), XLSX (Opt.), PPTX (Opt.) Color/Grayscale: JPEG, TIFF-Multi/Single Page, PDF-Multi/Single Page, Slim PDF, Searchable PDF (Opt.), XPS-Multi/Single Page, DOCX (Opt.), XLSX (Opt.), PPTX (Opt.)
Image Compression	Color/Grayscale: JPEG (High, Middle, Low)

Facsimile Specifications

Compatibility	Super G3
Data Compression	MH/MR/MMR/JBIG
Transmission Speed	Approx. 3 Seconds Per Page
Fax Modem Speed	Up to 33.6 Kbps
Memory Transmission	100 Jobs (with HDD), 2,000 Destinations Max. 400 Destinations /Job
Scan Speed	0.7 Seconds Per Page, Maximum 73 IPM

e-Filing Specifications

Operation Method	Color Touch Screen Control Panel or Client PC
Number of Boxes	1 Public Box, 200 Private User Boxes
Capacity of Boxes	100 Folders Per Box, 400 Documents Per Folder/Box, 200 Pages Per Document

Accessories (Options)

Platen & Document Feeder Options		Accessory Tray	GR1330
DSD/	MR4000	Panel 10-Key Option	GR1340
RADF	MR3031	Card Reader Holder	GR1320
Platen Cover	KA5005PC	FIPS HDD Option	GE1230
Additional Paper Options		USB Hub	GR1310
Paper Feed Pedestal	KD1058	Meta Scan Enabler	GS1010
Drawer Module	MY1048	IPsec Enabler	GP1080
Envelope Cassette Option	MY1049	Unicode Font Enabler	GS1007
Large Capacity Feeder	KD1059LT	Embedded OCR Enabler	
Finishing Options		Per Seat License	GS1080
Inner Finisher	MJ1042	Multi-Station Print Enabler	
50-Sheets Staple Finisher	MJ1109	Per Seat License	GS1090
Saddle-Stitch Finisher	MJ1110	SharePoint® Connector	GB1440
Hole Punch Unit for MJ1042	MJ6011	Exchange Connector	GB1450
Hole Punch Unit for MJ1109/MJ1110	MJ6105	Google Docs® Connector	GB1540
Bridge Kit	KN5005	Monotype Font Option	GB2050
Job Separator		Miscellaneous Options	
eS3518A/4518A/5018A	MJ5015	Stand	STAND5005
Connectivity/Security Options		Accessible Arm	KK2550
FAX Unit/2nd Line for FAX Unit	GD1370N	Work Tray	KK5005
Wireless LAN/Bluetooth	GN4020	Harness Kit for Coin Controller	GQ1280
Bluetooth Keyboard	GR9000	Manual Pocket	KK5008



Designs and specifications subject to change without notice. Specifications may vary by conditions of use and/or environmental usage. For best results and reliable performance, always use supplies manufactured or designated by Toshiba. Not all options and accessories may be available at the time of product launch. Please contact a local Authorized Toshiba Dealership for availability. Toner yields are estimates based on 5% coverage, letter-size page. Driver and connectivity feature support varies by client/network operating system. Product names may be trademarks of their respective companies. AirPrint® and the AirPrint® logo are trademarks of Apple Inc. This is a Class 1 laser product complying with IEC60825-1. All company and/or product names are trademarks and/or registered trademarks of their respective manufacturers in their markets and/or countries.

Corporate Office

25530 Commercentre Drive, Lake Forest, CA 92630
Tel: 949-462-6000

East Coast

959 Route 46 East, 5th Floor, Parsippany, NJ 07054
Tel: 973-316-2700

Midwest

8770 W. Bryn Mawr Ave., Suite 700, Chicago, IL 60631
Tel: 773-380-6000

South

2037 Bakers Mill Rd., Dacula, GA 30019
Tel: 678-546-9385

West Coast

25530 Commercentre Drive, Lake Forest, CA 92630
Tel: 949-462-6000

Web Site

www.business.toshiba.com



PRISM
OFFICE SOLUTIONS

OFFICE LINK, INC.
PH 203-654-3300
FAX 203-654-3301

PRISM ORDER AGREEMENT

☐ Equipment Purchase
☐ Installment Purchase
☒ Lease
☐ Rental

☒ Maintenance Agreement
☐ Upgrade Current Equipment
☐ Maintenance Only
☐ Lease Upgrade

P.O. # for this order: _____

☒ Tax Exempt
☐ New Customer

Bill to: Customer Name City of New Haven-City Clerk Office						Installed At	
Billing address 200 Orange St, 2nd FL						Street Address	
PO Box#						Contact Michael/May	
City New Haven, CT		Zip 06510		Phone 203-946-8300		City _____ Zip _____	

Qty	Product Description	Product #	Price	Less Deductions		Net Price	Totals
				Trade-In	Other		
	Mono Digital Imaging System						A) Total Net
2	Toshiba 4518A						Supplies
2	Platen Covers						State Tax
2	Cabinets						Interim Total
2	Jamex Boards & Harness						Cash Down Payment
							Unpaid Balance Of Cash Price
A) Total Net Price (Exclusive of Tax, Maintenance & Supplies)							Lease

Special Instructions:

Includes all obligations on current lease and return of old equipment to the leasing company

Trade in model: _____ Copy Count: _____ Trade in owned by: Customer ☐ Lease Co ☐ Other _____

Equipment Warranty: (Does not cover consumables such as drum, rollers, lamps)

A) Labor _____ Days From Date of Install B) Parts _____ Days From Date of Install

Lease With Purchase Option

Initial Term: (check one) ☐ 24 ☐ 36 ☐ 39 ☐ 48 ☒ 60 Other 63

Monthly Rental Payment: \$ \$350.00 Security Deposit: \$ _____
(Exclusive of Sales/Use Tax)

Equipment Service:

Maintenance Agreement Type _____ Billing Frequency: Annual ☐ Monthly ☐ Other: Included in Lease

☒ MA3 All Inclusive Service: Consumable parts, labor & supplies (except paper & staples)
 Rate: \$ _____ per _____ copies
 Overage: .01 per copy on the excess within a billing period

☐ Cost Per Copy CPC Rate: _____

This Prism Order Agreement covers transaction(s) listed above and incorporates Terms & Conditions on the reverse side.

Sales Rep-Order Acknowledgment	Purchaser Name
Elaine Nizolek	
Date	Signature
3-22-22	
Prism-Office Link Inc. Signature	Title Date

GENERAL TERMS AND CONDITIONS

THIS IS A BINDING ORDER, Not subject to cancellation and must be approved by a Prism officer before final acceptance. Changes in this order cannot be made except in writing by a Prism officer.

1. **PRODUCTS.** Equipment ordered under this Agreement will be one or more of the following: (a) "Newly Manufactured," which means it has been factory produced to product operating specifications; (b) "Remanufactured," which means it has been rebuilt and disassembled to Prism's predetermined standard, and contains new, reprocessed, and/or recovered parts that meet product specifications; (c) "In-Place," which means it has been installed on your premises pursuant to a Prism Order Agreement for Equipment Rental at the time you enter into this Agreement; and (d) "previously installed," which means it has been previously installed and operated.
2. **INSTALLATION DATE.** The "Installation Date," which governs when certain terms and conditions become effective, is defined as follows: For Equipment installed by Prism, the Installation Date will be the date Prism determines the Equipment to be operating satisfactorily. For changes to price plans or purchase on In-Place Equipment, the Installation Date will normally be the date this Agreement is signed in which case the Installation Date will be the date those changes are complete. For Maintenance Services, the Installation Date will be the day following expiration of any express warranty period if this Agreement is signed prior to such expiration. If this Agreement is signed on or after such expiration, the Installation Date will be the date this Agreement is signed.
3. **CREDIT HISTORY.** Prism may conduct an investigation of your credit history. Even if the Products ordered under this Agreement have been delivered, Prism may, within 60 days following its acceptance of this Agreement, revoke that acceptance upon written notice if your credit approval has been denied.
4. **PAYMENT.** Invoices are payable upon receipt. All orders are net cash and are subject to finance charge of 1 1/2% per month 18% annually on any balance 30 days past due. Title to delivered items shall not pass to purchaser until all applicable charges have been paid and Prism reserves the right to repossession in case of non-payment. Purchaser agrees to pay Prism's cost and expenses of collection and/or repossession including the maximum attorney's fee permitted by law. Any cash down payment is non-refundable. You shall pay to Prism all applicable state and local taxes. Exemption from tax payment will be allowed upon presentation of applicable state and/or local proof of exemption.
5. **DELIVERY, RELOCATION AND RETROFITS.** You will be responsible for any unusual charges required for on-site delivery or removal. You must notify Prism prior to relocating any Products as to which Prism is providing services or support, or has a security interest.
6. **BASIC SERVICES.** This Section describes the basic services provided by Prism for Purchased Equipment covered under an express warranty.
 - A. **REPAIRS AND PARTS.** Prism will make all necessary adjustments and repairs to keep the Equipment in good working order. Parts required for repair may be recovered or reprocessed, and replaced parts will become the property of Prism at its option.
 - B. **HOURS, EXCLUSIONS AND RELEASES.** Basic Services will be provided during Prism established service availability hours and only within areas opened for repair service within the United States and its territories and possessions. Excluded from Basic Services are repairs caused other than by normal wear and tear or by defects in material or workmanship.
 - C. **INSTALLATION SITE AND ACCESS.** The Equipment installation site must at all-time conform to Prism published space, electrical and environmental requirements. You will provide, at no extra charge to Prism access to the Equipment and to a telephone, and adequate storage space for a reasonable quantity of replacement parts.
 - D. **ALTERATION AND SAFETY.** If you make an alteration, attach a device, or utilize a supply item that, in Prism's judgement, increases the cost of Basic Services, Prism will either propose an additional service charge, or request that the Equipment be returned to its standard configuration, or that use of the supply item be discontinued. You must either accept the proposal or comply with the request within 5 days. If Prism believes that an alteration, attachment, or supply item affects the performance of Equipment users, Prism will notify you of the problem and may withhold Basic Services until the problem is remedied.
 - E. **METER READINGS.** If applicable, you will provide accurate and timely meter readings at the end of each billing period in the manner prescribed by Prism. Prism shall have access to the Equipment to monitor the meter readings. If meter readings are not received in a timely manner, Prism may obtain them electronically or by other means, or may estimate them.
7. **WARRANTY DISCLAIMER.** With respect to products, Prism disclaims the implied warranties of fitness for a particular purpose, and Prism disclaims the implied warranty of merchantability.
8. **BREACH AND ATTORNEY FEES.** If you fail to cure a material breach within 10 days following notice of breach by Prism, Prism may upon written notice either (a) terminate this Agreement or (b) suspend its performance under this Agreement and/or under any related Agreement. In any action to enforce this Agreement, Prism shall be entitled to recover its costs and expenses, including reasonable attorney's fees.
9. **LIMITATIONS OF LIABILITY.** In no event shall Prism be liable for any special, indirect, incidental, consequential or punitive damages in any way arising out of or relating to this agreement, whether the claim alleges tortious conduct (including negligence) or any other legal theory.
10. **ASSIGNMENT.** Without the prior written consent of Prism which shall not be reasonably withheld, you may not assign any of your rights or obligations under this Agreement, or resell, lease, or lend or permit a lien or encumbrance of any kind against any Equipment for which you have not yet obtained title free and clear of any security interest.
11. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement as to its subject matter, and supersedes all prior and contemporaneous oral and written agreements as to such subject matter. In the event of any inconsistency between the terms and conditions specified on any Price List and those otherwise contained in this Agreement the former shall control. Any terms and conditions on any ordering documents you may issue shall be of no force or effect.

The following terms and conditions are in addition to the General Terms and Conditions contained on the reverse side of this Order Agreement.

PURCHASE TERMS AND CONDITIONS. This Section applies to all Equipment (including Options and Accessories) purchased under this Agreement outright or on an installment payment basis ("Purchased Equipment").

 1. **TITLE AND RISK.** For Equipment purchased outright, the title will pass to you upon payment in full and the risk of loss will pass to you, upon the Installation Date. For Equipment purchased on an installment payment basis, the title and risk of loss will pass to you upon Installation Date.
 2. **INSURANCE.** You shall maintain fire, theft and extended coverage insurance on the Purchased Equipment in an amount not less than the remaining unpaid principal balance. All policies shall name Prism as an additional insured and you shall provide Prism with certificates evidencing this insurance upon request.
 3. **SECURITY INTEREST.** Prism shall have a purchase money security interest in the Purchased Equipment in order to secure payments due under this Agreement, and you will promptly execute any document Prism deems reasonably necessary to file and perfect its security interest. If you fail to do so, Prism may execute the documents on your behalf.
 4. **BREACH.** If you breach any of your obligations under this Agreement, Prism may, in addition to its rights under Paragraph 8 & 4 of the General Terms and Conditions, require immediate payment of the entire unpaid principle balance, plus all other amounts due under this Agreement.

MAINTENANCE SERVICES TERMS AND CONDITIONS. This section applies if you have selected a "Maintenance services terms and conditions" on the front of this contract. The customer agrees to accept maintenance service for the equipment listed. The customer agrees to pay a maintenance charge for the term specified and for each successive period while the machine is under this agreement. For cost per copy the customer agrees to pay an additional maintenance charge for the units of usage per period, as measures by the equipment meter multiplied by the applicable additional maintenance charge rate(s). Prism reserves the right to estimate meter readings. Prism is not responsible for any loss, alteration or damage of data arising out of or in connection with this agreement or the maintenance performed hereunder. Overhauls or rebuilds must be done in accordance with either the manufacturers or Prism's recommended service cycles. Prism is not responsible for service which is the result of failure to adhere with these recommendations. These services are not covered by this agreement. Maintenance parts which may be used parts will be furnished on an exchange basis.

 1. **PRICING CHANGES.** Prism may, upon written notice, prior to the end of any term, change the pricing, terms and conditions applicable during any extension terms. Prism may also, without prior written notice, change the pricing in the 13th, and if applicable, 25th, 37th, and 49th month of a multi-year agreement or extension of any contract.
 2. **EXPIRATION AND EARLY TERMINATION.** Annual and multi-year terms will expire on the last day of the 12th, 24th, 36th, 48th, or 60th, full calendar month, as applicable. If you terminate your selected Maintenance Plan prior to expiration of the current term, Prism has the right to assess early termination charges.
 3. **EXTENSION.** This Agreement will be automatically extended for successive terms of the same number of months as the initial term, unless a written notice of cancellation is received from you (or provided to you by Prism) at least 30 days prior to expiration of the current time.



75 School Ground Road
Branford, CT 06405

Maintenance Agreement

Effective date: _____

Customer

City of New Haven-City Clerk Office
200 Orange St., 2nd Fl
New Haven, CT 06510
Customer #8344

Prism - Office Link, Inc. (Prism) agrees to provide and the customer agrees to accept maintenance service for the machines listed below according to the terms and conditions of this agreement, unless Prism provides the customer with notice to the contrary within one month of the signing of this agreement by Prism.

Manufacturer/Model Number	Serial Number	Machine Location	Special Provisions	Rate
Toshiba 4518A ID# SN#			Included in Lease	
Toshiba 4518A ID# SN#			Included in Lease	
				Overages \$.01

Comments:

MA Type 3:

Includes Service: Parts and Labor, Drums, Toner, and Supplies
(except for Paper and Staples)

Supplies included under this agreement will be based on normal yields. If customer usage of supplies exceeds normal yields for the equipment being serviced, Prism will invoice and customer agrees to pay for the excess supplies at Prism's current retail prices.

Customer City of New Haven-City Clerk Office

Accepted by _____

Name _____

Date _____

Please sign this service agreement and return this copy to our office along with your payment. **This agreement must be paid in full by the start date of your contract.** If agreement is not renewed, a new one will be written only after the equipment is inspected at our regular hourly rate.

The additional terms & conditions on the reverse side are part of this agreement. The customer acknowledges that they have read this agreement, understands it, and agrees to be bound by its terms & conditions. The customer agrees that this agreement is the complete and exclusive agreement between the parties, superseding all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this agreement.



State & Local Government Lease Agreement

This State & Local Government Lease Agreement (the "Lease") contains the terms of your agreement with us. Please read it carefully and ask us any questions you may have. The words you, your and lessee mean you, our customer. The words we, us, our and the lessor, mean CIT Bank, a division of First-Citizens Bank & Trust Company.

Product/Equipment Description

Quantity
2

Description
Toshiba 4518A

Product/Equipment Address

For additional equipment and accessories, attach addendum.

SUPPLIER: Prism Office Solutions, 75 School Ground Rd, Branford, CT 06405 203-654-3300

Purchase Option

If no box is checked or if both boxes are checked, the Fair Market Value purchase option will apply:

- ☒ Fair Market Value
☐ \$1.00 Purchase Option ☐ Other ____

Term and Lease

Lease Payment \$350.00 (plus taxes, if applicable)

Term (Months) 63

Payment Frequency Monthly

Variable Payment Schedule if applicable:
 (Attach "Payment Schedule Addendum" if necessary)

____ payments @ ____; followed by ____ payments @ ____ followed by
 ____ payments @ ____; followed by ____ payments @ ____

Payments are due in Advance

Documentation Fee: \$75.00 (due with first invoice)

Additional Provisions:

PLEASE NOTE: Certain state and local government lessees must sign an additional addendum document.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT: To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What that means for you: When you open an account, we will ask for (i) if you are a legal entity, your name, address, and other information that will allow us to identify you; (ii) if you are an individual, your name, address and date of birth. We may also ask to see your driver's license or other identifying documents.

LESSOR: First-Citizens Bank & Trust Company
 10201 Centurion Parkway N. #100
 Jacksonville, FL 32256

Authorized Signature

Date Signed

Printed Name

Print Title

Lessee

City of New Haven-City Clerk Office

Lessee Legal Name

Lessee "Doing Business As" Name

200 Orange St., 2nd FL

Billing Street Address

New Haven, CT 06405

Billing City, State, Zip

May 203-946-8300

Billing Contact Name & Phone No.

Lessee Phone Number (if different from above)

TERMS AND CONDITIONS
 BY SIGNING THIS LEASE:

BY SIGNING THIS LEASE: (i) YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS ON THE FRONT AND BACK OF THIS LEASE; (ii) YOU AGREE THAT IF A COPY OF THIS LEASE IS SIGNED BY YOU AND THE FRONT OF THE COPY IS DELIVERED TO US BY FACSIMILE TRANSMISSION OR OTHERWISE, TO THE EXTENT ANY PROVISIONS ARE MISSING OR ILLEGIBLE OR CHANGED (AND NOT INITIALED BY BOTH YOU AND US), THE TERMS AND CONDITIONS OF THIS LEASE IN USE ON THE DATE WE RECEIVE THE COPY SIGNED BY YOU WILL BE THE TERMS AND CONDITIONS OF THE LEASE; (iii) YOU AGREE THAT THIS LEASE IS A NET LEASE THAT YOU CANNOT TERMINATE OR CANCEL EXCEPT AS SPECIFICALLY PROVIDED HEREIN, YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS DUE UNDER THIS LEASE, AND YOU CANNOT WITHHOLD, SET OFF OR REDUCE SUCH PAYMENTS FOR ANY REASON; (iv) YOU AGREE THAT YOU WILL USE THE EQUIPMENT ONLY FOR BUSINESS PURPOSES; (v) YOU WARRANT THAT THE PERSON SIGNING THIS LEASE FOR YOU HAS THE AUTHORITY TO DO SO; AND (vi) YOU CONFIRM THAT YOU DECIDED TO ENTER INTO THIS LEASE RATHER THAN PURCHASE THE EQUIPMENT FOR THE TOTAL CASH PRICE. **BOTH PARTIES EXPRESSLY WAIVE TRIAL BY JURY AS TO ALL ISSUES ARISING OUT OF OR RELATED TO THIS LEASE.**

LESSEE SIGNATURE

City of New Haven-City Clerk Office

Lessee Legal Name

X

Authorized Signature

X

Date Signed

X

Print Signer's Name

Print Signer's Title

Federal Tax ID Number

1. LEASE; DELIVERY AND ACCEPTANCE. You agree to lease the products/equipment described on the front of this lease agreement (collectively "Equipment") on the terms and conditions shown on the front and back of this lease ("Lease"). If you have entered into any purchase contract ("Purchase Contract") with any supplier, you assign to us your rights under such Purchase Contract, but none of your obligations (other than the obligation to pay for the Equipment if it is accepted by you as stated below and you timely deliver to us such documents and assurances as we request). If you have not entered into a Purchase Contract, you authorize us to enter into a Purchase Contract on your behalf. You will arrange for the delivery of the Equipment to you. When you receive the Equipment, you agree to inspect it to determine if it is in good working order. This term of this Lease will begin on the date when you sign a Delivery and Acceptance Certificate at which time the Equipment will be deemed irrevocably accepted by you and will continue for the number of months specified in this Lease, unless earlier terminated in accordance with Section 16 of this Lease. The first Lease Payment is due on or before the date the Equipment is delivered to you. The remaining Lease Payments will be due on the day of each subsequent month (or such other time period stated on the front of this Lease) designated by us. If any Lease Payment or other amount payable to us is not paid within 10 days of its due date, you will pay us a late charge equal to the greater of (i) 5% of each late payment or (ii) \$5.00 for each late payment (or such lesser amount as is the maximum amount allowable under applicable law).

2. NO WARRANTIES. We are leasing the Equipment to you "AS-IS". YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE THE EQUIPMENT, WE DO NOT REPRESENT THE MANUFACTURER OR THE SUPPLIER, AND YOU HAVE SELECTED THE EQUIPMENT AND SUPPLIER BASED UPON YOUR OWN JUDGMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. YOU AGREE THAT REGARDLESS OF CAUSE, WE ARE NOT RESPONSIBLE FOR AND YOU WILL NOT MAKE ANY CLAIM AGAINST US FOR ANY DAMAGES, WHETHER CONSEQUENTIAL, DIRECT, SPECIAL, OR INDIRECT. YOU AGREE THAT NEITHER SUPPLIER NOR ANY SALESPERSON, EMPLOYEE OR AGENT OF SUPPLIER IS OUR AGENT OR HAS ANY AUTHORITY TO SPEAK FOR US OR TO BIND US IN ANY WAY. We transfer to you for the term of this Lease any warranties made by the manufacturer or Supplier under a Supply Contract.

3. EQUIPMENT LOCATION; USE AND REPAIR; RETURN. You will keep and use the Equipment only at the Equipment Location shown on the front of this Lease. You may not move the Equipment without our prior written consent. At your own cost and expense, you will keep the Equipment eligible for any manufacturer's certification, in compliance with all applicable laws and in good condition and working order, except for ordinary wear and tear. You will not make any alterations, additions or replacements to the Equipment without our prior written consent. All alterations, additions and replacements will become part of the Equipment and our property at no cost or expense to us. We may inspect the Equipment at any reasonable time. Unless you purchase the Equipment in accordance with this Lease, upon termination of this Lease you will immediately deliver the Equipment to us in as good condition as when you received it, except for ordinary wear and tear, to any place in the United States that we tell you. You will pay for all outstanding lease payments, late charges, insurance charges, and our estimated property taxes on the Equipment based upon the prior year's actual property tax, and expenses of deinstalling, crating, shipping, and insuring the Equipment for its full replacement value during shipping. Unless we request return to us, you must retain physical possession of the Equipment through the end of the initial or any renewal lease term.

4. TAXES AND FEES. You are responsible for all sales and use (unless you provide us with an acceptable Sale/Use Tax exemption form), personal property or other taxes relating to the use or ownership of the Equipment, now or hereafter imposed, or assessed by any state, federal or local government or agency. You agree to pay when due, or reimburse us for all taxes, fines or penalties imposed upon the Equipment and, if we elect, you agree to pay us estimated property taxes either with each lease payment or at the end of the lease term as more fully set forth herein. We will file all sales, use and personal property tax returns (unless we notify you otherwise in writing). We do not have to contest any taxes, fines or penalties; however, you may do so provided (a) you do so in your own name and at your expense, (b) the contest will not result in any sort of lien being placed on the Equipment or otherwise jeopardize our rights in any of the Equipment, (c) you pay us for any taxes we remitted to the taxing authorities even though you may be contesting the taxes and indemnify and hold us harmless for any expenses, including legal expenses, we incur as a result of such contest. If we file such personal property tax reports, you will pay property taxes as invoiced by us.

5. LOSS OR DAMAGE. As between you and us, you are responsible for any loss, theft or destruction of, or damage to the Equipment (collectively "Loss") from any cause at all, whether or not insured, until it is delivered to us at the end of this Lease. You are required to make all Lease Payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, at our option, you will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay us the amounts specified in Section 9(b) below.

6. INSURANCE. You will provide and maintain at your expense (a) property insurance against the loss, theft or destruction of, or damage to, the Equipment for its full replacement value, naming us as loss payee, and (b) public liability and third party property insurance, naming us as an additional insured. If you so request and if we give our prior written consent, in lieu of maintaining the insurance described in the preceding sentence, you may self insure against such risks, provided that our interests are protected to the same extent as if the insurance required in clauses (a) and (b) above had been obtained by third party insurance carriers and provided further that such self insurance program is consistent with prudent business practices with respect to insuring such risk. You will give us certificates or other evidence of such insurance on the commencement date of this Lease and at such times as we request. All insurance obtained from a third party insurer will be in a form, amount and with companies acceptable to us, and will provide that we be given 30 days advance notice of any cancellation or material change of such insurance.

7. PURCHASE OPTION; RENEWAL: If (a) you have not terminated this Lease in accordance with Section 15 and (b) no Default has occurred and is continuing under this Lease, you will have the option at the end of the initial or any renewal term to purchase all (but not less than all) of the Equipment at the Purchase Option price shown, plus any applicable taxes. Unless the Purchase Option price is \$1.00, you must give us at least 30 days written notice before the end of the initial term, that you will purchase the Equipment or that you will return all the Equipment to us. If you do not give us such written notice or if, having given such notice, you do not purchase or deliver the Equipment in accordance with the terms and conditions of this Lease, this Lease will automatically renew for successive one month terms until you either purchase or deliver the Equipment to us. Each month during a renewal term the Lease Payment will remain the same. We may cancel an automatic renewal term by sending you written notice 10 days prior to such renewal term. If the Fair Market Value Purchase Option has been selected, we will use our reasonable judgment to determine the Equipment's fair market value as configured, in place and installed. You agree that the Fair Market Value is the amount that may reasonably be expected for the installed Equipment in an exchange between a willing buyer and a willing seller, including costs to make the Equipment fully operational. If you do not agree with our determination of the Equipment's in use and in place fair market value, the fair market value (in use and in place) will be determined at your expense by an independent appraiser mutually acceptable to you and us. Upon payment of the Purchase Option price, we shall transfer our interest in the Equipment to you "AS-IS, WHERE IS" without any representation or warranty whatsoever and this Lease will terminate. To secure payment of all amounts due to us, to the extent permitted by law, you grant us a security interest in the Equipment (including any replacements, substitutions, additions, attachments and proceeds). You will keep the Equipment free of all liens and encumbrances. You authorize us to file financing statement(s) to protect our interest in the Equipment.

8. DEFAULT. Each of the following is a "Default" under this Lease: (a) you fail to pay any Lease Payment or any other payment within 10 days of its due date; (b) you do not perform any of your other obligations, including but not limited to, providing and maintaining property insurance required under Section 6 of this Lease on the Equipment, under this Lease or in any other agreement with us or with any of our affiliates and this failure continues for 10 days after we have notified you of it; (c) you become insolvent, you dissolve, you assign your assets for the benefit of your creditors, you sell, transfer or otherwise dispose of all or substantially all of your assets, or you enter (voluntarily or involuntarily) any bankruptcy or reorganization proceeding; or (d) any representation or warranty made by you under this Lease or in any instrument you have provided us proves to be incorrect in any material respect.

9. REMEDIES. If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate this Lease and any or all other agreements that we have entered into with you or withdraw any offer of credit; (b) subject to the provisions of Section 16, we may declare an amount equal to all amounts then due under this Lease, and the unpaid principal balance under this Lease as of the due date of the last Lease Payment paid when due and payable, whereupon the same shall be immediately due and payable; (c) we may require you to deliver the Equipment to us as set forth in Section 3; (d) we or our agent may peacefully repossess the Equipment without court order and you will not make any claims against us for damages or trespass or any other reason; and (e) we may exercise any other right or remedy available at law or in equity. In the event of a dispute arising out of this Lease, the prevailing party shall be entitled to its reasonable collection costs and attorney fees and costs incurred in enforcing or defending this Lease (including attorneys' fees and costs incurred post-judgment). If we take possession of the Equipment, we may sell or otherwise dispose of it with or without notice, at a public or private sale, and apply the net proceeds (after we have deducted all costs related to the sale or disposition of the Equipment) to the amounts that you owe us. You agree that if notice of sale is required by law to be given, 10 days' notice shall constitute reasonable notice. You will remain responsible for any amounts that are due after we have applied such net proceeds.

10. FINANCE LEASE STATUS. You agree that if Article 2A-Leases of the Uniform Commercial Code applies to this Lease, this Lease will be considered a "finance lease" as that term is defined in Article 2A. By signing this Lease, you agree that either (a) you have reviewed, approved, and received a copy of the Supply Contract or (b) that we have informed you of the identity of the Supplier, that you may have rights under the Supply Contract, and that you may accept the supplier for a description of those rights. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A.

11. ASSIGNMENT. YOU MAY NOT ASSIGN, SELL, TRANSFER OR SUBLEASE THE EQUIPMENT OR YOUR INTEREST IN THIS LEASE. We may, without notification to you, sell, assign, or transfer this Lease and our rights in the Equipment. You agree that the new owner will have the same rights and benefits that we have now under this Lease but not our obligations. The rights of the new owner will not be subject to any claim, defense or set-off that you may have against us.

12. INDEMNIFICATION. To the extent not prohibited by applicable law, with respect to any claims, actions, or suits that are made against us as a result of your actions, inactions, negligence or willful misconduct (Claims), you agree to reimburse us for and if we request, to defend us against, any Claims.

13. MISCELLANEOUS. You agree that the terms and conditions contained in this Lease make up the entire agreement between you and us regarding the lease of the Equipment. This Lease is not binding on us until we sign it. Any change in any of the terms and conditions of this Lease must be in writing and signed by us. You agree, however, that we are authorized, without notice to you, to supply missing information or correct obvious errors in this Lease. If we delay or fail to enforce any of our rights under this Lease, we will still be entitled to enforce those rights at a later time. All notices shall be given in writing by the party sending the notice and shall be effective when deposited in the U.S. Mail, addressed to the party receiving the notice at its address shown on the front of this Lease (or to any other address specified by that party in writing) with postage prepaid. All of our rights and indemnities will survive the termination of this Lease. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess will be applied to Lease Payments in inverse order of maturity, and any remaining excess will be refunded to you. If you do not perform any of your obligations under this Lease, we have the right, but not the obligation, to take any action or pay any amounts that we believe are necessary to protect our interests. You agree to reimburse us immediately upon our demand for any such amounts that we pay. IF A SIGNED COPY OF THIS LEASE IS DELIVERED TO US BY FACSIMILE TRANSMISSION, IT WILL BE BINDING ON YOU. HOWEVER, WE WILL NOT BE BOUND BY THIS LEASE UNTIL WE ACCEPT IT BY MANUALLY SIGNING IT OR BY PURCHASING THE EQUIPMENT SUBJECT TO THE LEASE, WHICHEVER OCCURS FIRST. YOU WAIVE NOTICE OF OUR ACCEPTANCE AND WAIVE YOUR RIGHT TO RECEIVE A COPY OF THE ACCEPTED LEASE. YOU AGREE THAT, NOTWITHSTANDING ANY RULE OF EVIDENCE TO THE CONTRARY, IN ANY HEARING, TRIAL OR PROCEEDING OF ANY KIND WITH RESPECT TO THIS LEASE, WE MAY PRODUCE A COPY OF THE LEASE TRANSMITTED TO US BY FACSIMILE TRANSMISSION THAT HAS BEEN MANUALLY SIGNED BY US AND SUCH COPY SHALL BE DEEMED TO BE THE ORIGINAL OF THIS LEASE. TO THE EXTENT (IF ANY) THAT THIS LEASE CONSTITUTES CHATTEL PAPER UNDER THE UNIFORM COMMERCIAL CODE, NO SECURITY INTEREST IN THIS LEASE MAY BE CREATED THROUGH THE TRANSFER AND POSSESSION OF ANY COPY OR COUNTERPART HEREOF EXCEPT THE COPY WITH OUR ORIGINAL SIGNATURE. IF YOU DELIVER THIS LEASE TO US BY FACSIMILE TRANSMISSION, YOU ACKNOWLEDGE THAT WE ARE RELYING ON YOUR REPRESENTATION THAT THIS LEASE HAS NOT BEEN CHANGED. If more than one Lessee has signed this Lease, each of you agrees that your liability is joint and several.

14. FUNDING INTENT. You reasonably believe that funds can be obtained to make all Lease Payments during the Term and hereby covenant that your chief executive or administrative officer or the administrative office of yours charged with preparing the budget submitted to your governing body, as applicable, will provide that nothing in this Agreement shall be construed to create a deficiency debt or commitment of revenues other than the current revenues of yours, and provided further that if your governing body elects not to appropriate funds for such payments, it shall evidence such nonappropriation by omitting funds for such payments due during the applicable fiscal period from the budget it adopts. It is your intent to make Lease Payments for the full Term if funds are legally available therefore you represent, warrant and covenant to us that the use of the Equipment is essential to its proper, efficient and economic operation. You will provide us with an essential use covenant to us that, among other things, you shall use the Equipment only for its governmental purposes.

15. NONAPPROPRIATION OF FUNDS. In the event sufficient funds are not appropriated and budgeted by your governing body or are not otherwise available in any fiscal period for Lease Payments (or any other amount due hereunder), and provided that you have exhausted all funds legally available for payment of the Lease Payments, then you shall immediately notify us of such occurrence and provide us with evidence of such non-appropriation acceptable to us (e.g., written certification by your legal counsel) and this Agreement shall terminate on the last day of the fiscal period for which funds for Lease Payments are available without penalty or expense to you of any kind whatsoever, except as to the portions of Lease Payments and those expenses associated with your surrender of the Equipment pursuant to Section 3 for which funds shall have been appropriated and budgeted or are otherwise available. Upon such termination, title to the Equipment shall vest with us. This Section 15 will not be construed so as to permit you to terminate this Lease in order to acquire any other equipment or services or to allocate funds directly or indirectly to perform essentially the same application for which the Equipment is intended. Notwithstanding the foregoing, you agree that (a) you will terminate this Lease under the provisions of this section 15 if any funds are appropriated to you, or by you, for the acquisition, retention or operation of other equipment or services performing functions similar to the Equipment for the fiscal period in which such termination would occur; (b) you will not during the term of this Lease give priority in the application of funds to any other functionally similar equipment or services; and (c) to the extent permitted by law, you will not expend or commit any funds for the purchase, acquisition or use of other equipment or services performing functions similar to the Equipment until the fiscal period following the fiscal period for which funds were first not available for the Equipment.

16. AUTHORITY AND AUTHORIZATION. You represent, warrant and covenant to us that: (a) You are a State or political subdivision thereof, as those terms are used in §103 of the Code; (b) You have the power and authority to enter into this Lease; (c) this Lease has been duly authorized, executed and delivered by you and constitutes a valid, legal and binding agreement enforceable against you in accordance with its terms; (d) no further approval, consent or withholding of objections is required from any governmental authority with respect to this Lease; (e) the entering into and performance of this Lease will not violate any judgment, order, law or regulation applicable to you or result in the creation of any lien, charge, security interest or other encumbrance upon the Equipment or your assets; (f) there are no actions, suits or proceedings pending or threatened against or affecting you in any court or before any governmental commission, board or authority, that, if adversely determined, would have a material adverse effect on your ability to perform your obligations under this Lease; (g) the Equipment is tangible personal property and shall not become a fixture or real property under your use thereof; (h) you have complied with all bidding requirements and, where necessary, by due notification have presented the Lease and any ancillary documents for approval and adoption as a valid obligation on your part; (i) you will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect; and (j) it has sufficient appropriations or other funds available to pay all amounts due under the Lease for the then current fiscal period. You shall be deemed to have reaffirmed the representations and warranties set forth in this Section 16 each time you execute a Lease. Contemporaneously with your execution of this Lease, you will complete, execute and provide us with an incumbency certificate (in form satisfactory to us) and an opinion of counsel (in form satisfactory to us) as to the matters set forth in clauses (a) through (h) of this Section 16.

17. GOVERNMENT USE. You represent, warrant and covenant as follows: (a) you shall comply with the information reporting requirements of §149(e) of the internal revenue code of 1986, as amended (code), including but not limited to, the execution (and delivery to us) of information statements requested by us; (b) you shall not do, cause to be done or fail to do any act if such act or failure to act will cause this agreement, or any transaction hereunder, to be an arbitrage bond within the meaning of §148 of the code; (c) you shall not do, cause to be done or fail to do any act if such act or failure to act will cause this agreement, or any transaction hereunder, to be a private activity bond within the meaning of §141 of the code; (d) you shall not do, cause to be done or fail to do any act if such act or failure to act will cause the interest portion of the lease payments to be or become subject to federal income taxation under the code, except as such interest portion may be taken into account as an adjustment in determining the alternative minimum tax and environmental tax imposed on corporations; and (e) you shall be the only entity to own, use or operate the equipment during the term. You shall be deemed to have reaffirmed the representations, warranties and covenants set forth in this section 17 each time it executes any fundamental agreement (as defined in section 16). If you breach any representation, warranty or covenant contained in this lease and, as a result of such breach, the interest portion of any lease payment becomes includable in gross income of any owner thereof for federal income tax purposes, you shall pay us promptly after such determination of taxability and on each lease payment due date thereafter, an additional amount determined by us to compensate us for the loss of such excludability (including, but not limited to, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive absent manifest error.

18. CHOICE OF LAW. This Lease shall be governed by the internal laws (as opposed to conflicts of law provisions) of the state in which you are located. If any provision of this Lease or any Equipment or Payment Schedule shall be prohibited by or invalid under that law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Lease or any Equipment or Payment Schedule. This Lease inures to the benefit of and is binding upon the permitted successors or assigns of yours and ours.

Initial

**SELF INSURANCE CERTIFICATE
PROPERTY AND LIABILITY INSURANCE**

This is to acknowledge that City of New Haven ("Lessee") is under a self-insurance program for property damage and public liability risks with respect to the Equipment leased under the Lease Agreement, Lease Number 1828729 between First-Citizens Bank & Trust Company ("Lessor") and Lessee. Lessee hereby certifies that (i) the self-insurance program shall be primary without right of contribution from any insurance carried by Lessor, (ii) the self-insurance program with respect to property damage shall guarantee payment of the interest of Lessor for any loss or damage to the Equipment, and (iii) the self-insurance program with respect to public liability risks shall guarantee payment to Lessor for any claim, loss, damage, or liability asserted against Lessor with respect to the Equipment and the costs of defense of such claim, loss, damage or liability.

Dated as of March, 2022

City of New Haven ("Lessee")

By: _____

Title: _____



DELIVERY & ACCEPTANCE CERTIFICATE

By signing this Certificate, you, the Customer identified below, agree:

- A) That all products described in the Lease Agreement ("Agreement") identified below ("Equipment") have been delivered, inspected, installed and are unconditionally and irrevocably accepted by you as satisfactory for all purposes of the Agreement; and
- B) That we, **First-Citizens Bank & Trust Company**, are authorized to purchase the Equipment and start billing you under the Agreement.

Agreement No. 1828729

Customer Name: City of New Haven-City Clerk Office

Customer E-Mail Address: mbeyreed@newhavenct.gov

Authorized Signature

X

Title

Date