



**GEORGIA DEPARTMENT OF ADMINISTRATIVE SERVICES  
STATEWIDE CONTRACT FOR HIGH CAPACITY MFDs  
(SEGMENTS 5+)**

<b>USER AGENCY LEASE AGREEMENT</b>	
<b>Contractor's Full Legal Name:</b>	
<b>Contractor's Statewide Contract #:</b>	
<b>User Agency Name:</b>	
<b>User Agency Billing Address:</b>	

WHEREAS, the Georgia Department of Administrative Services ("DOAS") on behalf of the State of Georgia (the "State") established the above referenced Statewide Contract by and between DOAS and Contractor;

WHEREAS, the User Agency desires to lease equipment from Contractor in accordance with the terms of the Statewide Contract and this User Agency Lease Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

- 1. EQUIPMENT AND SERVICES.** Pursuant to the terms and conditions of the Statewide Contract, Contractor agrees to lease to User Agency the Equipment identified in the Equipment Schedule attached hereto as Attachment 1 and incorporated herein by reference (collectively and individually, the "Equipment"). The Equipment Schedule may be amended to include any additional Equipment added hereto by written agreement of both parties. In addition, Contractor agrees to provide to the User Agency the installation and maintenance and other services described in the Statewide Contract.
- 2. TERM AND RENEWAL.** The initial term of this User Agency Lease Agreement shall begin on the Effective Date and end on June 30<sup>th</sup> of the then-current State fiscal year (July 1 – June 30). Thereafter, the User Agency Lease Agreement may be renewed at the sole discretion of the User Agency on a year-to-year basis (one renewal term at a time) for the period of time identified in Attachment 1. User Agency may, at its sole option, renew as to all of the Equipment and services to be provided hereunder or as to only selected Equipment and services. The terms and conditions of this User Agency Lease Agreement shall apply during any and all renewals.
- 3. SHIPPING AND DELIVERY.** Contractor shall pay for packing, crating, and shipping of the Equipment to and from the User Agency and shall install the Equipment at the User Agency's premises at no cost to the User Agency. Shipment/Delivery shall be FOB: Destination.
- 4. PAYMENT AND ACCEPTANCE.** User Agency agrees to pay Contractor in arrears for all undisputed amounts within thirty (30) days of receipt of an undisputed invoice, provided that the Equipment and Services have been accepted by the User Agency as hereinafter provided. Contractor shall not invoice User Agency in advance of Contractor's deliverance/performance of the items and/or services that are the subject of the invoice. Contractor shall deliver the Equipment and/or perform any services in accordance with the

schedule set forth in the Statewide Contract or the time specified in Attachment 1 (whichever is later). Unless otherwise agreed to by Contractor and the User Agency, Contractor shall provide written notification of completion of the delivery, installation and any other required services to the User Agency ("Delivery/Installation Notice"). User Agency shall have thirty (30) days from the date of receipt of the Delivery/Installation Notice to provide Contractor with written notification of acceptance or rejection due to unsatisfactory performance ("Acceptance Period"), and in the event of acceptance by the User Agency, the obligation to pay shall be effective on the first (1<sup>st</sup>) day of the Acceptance Period. The failure of the User Agency to issue an acceptance or rejection notice on or before the end of the Acceptance Period shall be deemed an acceptance of the Equipment or services. In the event User Agency issues a rejection notice, Supplier shall, as quickly as is practicable, correct at its expense all deficiencies caused by Contractor. User Agency shall not unreasonably withhold or delay such acceptance or rejection.

**5. TERMINATION.** Termination of this User Agency Lease Agreement shall be governed by the following provisions:

- a. Each party has the right to terminate this User Agency Lease Agreement if the other party breaches or is in default of any material obligation hereunder which default is incapable of cure, or which, being capable of cure, has not been cured within thirty (30) days after receipt of notice of such default (or such additional cure period as the non-defaulting party may authorize). Contractor shall provide prompt written notice to DOAS of any and all default notices sent to a User Agency.
- b. Provided that Contractor is in default of this User Agency Lease Agreement, User Agency may terminate this User Agency Lease Agreement, in whole or in part, by written notice to Contractor if Contractor becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign, or has wound up or liquidated, voluntarily or otherwise.
- c. User Agency may terminate this User Agency Lease Agreement, in whole or in part, immediately, without notice, if: (i) User Agency deems that such termination is necessary to prevent or protect against fraud or otherwise protect User Agency's personnel, facilities or services; or (ii) Contractor is debarred or suspended from performing services on any public contract(s).
- d. If User Agency terminates this User Agency Lease Agreement for convenience prior to the expiration of the current fiscal year term, or if Contractor terminates this User Agency Lease Agreement as set forth in subsection (a) above, then User Agency will be responsible for the payment of all amounts remaining in the unexpired portion of the current term, plus any unpaid invoices unless those invoices are in dispute.

**6. EQUIPMENT RETURN.** Unless title to the Equipment is transferred to the User Agency as provided in the Statewide Contract, Equipment will be returned to Contractor in the same mode of shipment unless otherwise mutually agreed upon. Equipment will be returned in the same condition as received, normal wear and tear excepted. Upon the termination or expiration of this User Agency Lease Agreement, Contractor shall promptly return to User Agency all papers, materials and other property of User Agency then in its possession, including but not limited to all work in progress as is appropriate in its then-existing form (in object code and source code to the extent such work is composed of software, and in machine-readable and printed formats to the extent such work is composed of documentation). Contractor will work with State Entity to comply with all State laws, rules and standards, including the Georgia Technology Standard SS-08-035.01 "Media Sanitization – Vendor Return" (or any successor policy) to facility the electronic wiping or physical removal of the hard drive from the Equipment at a cost that does not exceed the Contractor's published price for such services under the Statewide Contract.

7. **FUNDING.** The parties acknowledge that institutions of the State of Georgia are prohibited from pledging the credit of the State. If the source of payment for the charges payable hereunder no longer exists or is determined to be insufficient, this User Agency Lease Agreement shall terminate without further obligation of the User Agency as of that moment. The determination of the User Agency as to the occurrence of the events stated herein shall be conclusive; User Agency represents, however, that it will use reasonable care that the termination of this User Agency Lease Agreement will not be frivolous, but rather will result from a reduction of funding.
8. **PURCHASE OPTION.** User Agency, at its sole discretion, shall have the option to purchase leased equipment at pricing mutually agreeable to User Agency and Contractor but not to exceed the following:

If the equipment is leased for...	Then the purchase price at the end of the full lease term shall be no more than...
36 months	15% of original purchase price
48 months	13% of original purchase price
60 months	10% of original purchase price

9. **TAXES.** All fees payable to Contractor hereunder shall be net of any and all taxes that the Contractor may be required by law to collect in connection with the provision of the Services hereunder. Contractor shall be solely responsible for the payment of any and all taxes lawfully imposed upon it, including but not limited to taxes on property owned, leased or used by Contractor; franchise or privilege taxes on Contractor's business; gross receipts taxes to which Contractor is subject; and income taxes. By this paragraph, neither DOAS nor the User Agency makes any representation whatsoever as to the liability or exemption from liability of Contractor to any tax imposed by any governmental entity. Upon request, User Agency will provide a certificate of tax exemptions which apply to this User Agency Lease Agreement.
10. **ASSIGNMENT.** Contractor shall not assign or subcontract the whole or any part of this User Agency Lease Agreement.
11. **WAIVER AND SEVERABILITY.** The waiver by User Agency of any breach of any provision contained in this User Agency Lease Agreement shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision contained in this User Agency Lease Agreement. Any such waiver must be in writing in order to be effective, and no such waiver or waivers shall serve to establish a course of performance between the parties contradictory to the terms hereof. All provisions of this User Agency Lease Agreement are severable, and the unenforceability or invalidity of any of the provisions will not affect the validity or enforceability of the remaining provisions. The remaining provisions will be construed in such a manner as to carry out the full intention of the parties. Section titles or references used in this User Agency Lease Agreement have no substantive meaning or content and are not a part of this User Agency Lease Agreement.
12. **APPLICABLE LAW AND VENUE.** This User Agency Lease Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia, U.S.A., without regard to its conflict of laws principles. Any lawsuit or other action based on a claim arising from this Agreement shall be brought in a court or other forum of competent jurisdiction within Fulton County, Georgia.

**13. NOTICES.** All notices, requests, or other communications excluding invoices hereunder shall be in writing and either transmitted via overnight courier, electronic mail, hand delivery or certified or registered mail, postage prepaid and return receipt requested to the parties at the following addresses. Notices will be deemed to have been given when received.

<b>USER AGENCY</b>	<b>CONTRACTOR</b>
<b>Name:</b>	<b>Name:</b>
<b>Title:</b>	<b>Title:</b>
<b>Address:</b>	<b>Address:</b>
<b>Email Address:</b>	<b>Email Address:</b>

**14. TITLE AND RISK OF LOSS.** Any leased Equipment is and shall at all times remain the sole property of the Contractor, and the User Agency shall have or acquire no right, title or interest therein. All risk of loss or damage to the Equipment, including risk of transit, shall remain with the Contractor until it is accepted by User Agency in accordance with Section 4 "Payment and Acceptance". Insurance during shipment and until the Equipment is accepted by User Agency is the responsibility of the Contractor.

**15. ENTIRE AGREEMENT.** This User Agency Lease Agreement, including all Exhibits and documents incorporated hereunder, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. No amendment to this Agreement shall be valid unless made in a writing of equal dignity and signed by both parties. No representation, request, instruction, directive or order, made or given by any official of User Agency or of any agency of the State of Georgia, whether verbal or written, shall be effective to amend this User Agency Lease Agreement or excuse or modify performance hereunder unless reduced to a formal amendment and executed as set forth above. Contractor shall not be entitled to rely on any such representation, request, instruction, directive or order and shall not, under any circumstances whatsoever, be entitled to additional compensation, delay in performance, or other benefit claimed for relying upon or responding to any such representation, request, instruction, directive or order.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF the parties have executed this User Agency Lease Agreement effective the date first written above.

**CONTRACTOR**

<b>Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)</b>	
<b>Authorized Signature:</b>	
<b>Printed Name and Title of Person Signing:</b>	
<b>Date:</b>	
<b>Address:</b>	

**USER AGENCY**

<b>User Agency's Full Legal Name: (PLEASE TYPE OR PRINT)</b>	
<b>Authorized Signature:</b>	
<b>Printed Name and Title of Person Signing:</b>	
<b>Date:</b>	
<b>Address:</b>	

**Attachment 1  
36 MONTH LEASE TERM/EQUIPMENT SCHEDULE**

<b>DELIVERY ADDRESS &amp; USER AGENCY CONTACT</b>	
<b>User Agency Contact Name:</b>	
<b>Phone Number:</b>	
<b>Email:</b>	
<b>User Agency Delivery Address:</b>	
<b>Delivery Date:</b>	

<b>36 MONTH LEASE TERM</b>	
<b>Total Lease Term:</b>	36 MONTHS
<b>Initial Term:</b>	Date of User Agency Acceptance* through June 30, [Insert Year for End of Current Fiscal Year]
<b>First Renewal:</b>	July 1, through June 30,
<b>Second Renewal:</b>	July 1, through June 30,
<b>Final Renewal:</b>	July 1, through NOTE: The number of months in the final renewal should be calculated based on the number of months remaining to reach a total lease term of <b>36 months</b> .
*The date that the User Agency accepts delivery of a machine, which is operational and complies with the terms and conditions of this lease agreement and the Statewide Contract.	

<b>EQUIPMENT/SERVICES</b>		
<b>Description:</b>		<b>Monthly Payment Amount:</b>
<b>Manuf./Model Name:</b>		
<b>Serial Number:</b>		
<b>Accessories/Additional Components:</b>		
<b>Services/Maintenance:</b>		
<b>Total Monthly Payment (excluding per page click charges):</b>		

<b>PER PAGE CLICK CHARGE</b> (assessed based on monthly usage; paid in arrears)			
<b>Black &amp; White per page Click Charge:</b>		<b>Color per page Click Charge:</b>	

**Attachment 1  
48 MONTH LEASE TERM/EQUIPMENT SCHEDULE**

<b>DELIVERY ADDRESS &amp; USER AGENCY CONTACT</b>	
<b>User Agency Contact Name:</b>	
<b>Phone Number:</b>	
<b>Email:</b>	
<b>User Agency Delivery Address:</b>	
<b>Delivery Date:</b>	

<b>48 MONTH LEASE TERM</b>	
<b>Total Lease Term:</b>	48 MONTHS
<b>Initial Term:</b>	Date of User Agency Acceptance* through June 30, [Insert Year for End of Current Fiscal Year]
<b>First Renewal:</b>	July 1, through June 30,
<b>Second Renewal:</b>	July 1, through June 30,
<b>Third Renewal:</b>	July 1, through June 30,
<b>Final Renewal:</b>	July 1, through NOTE: The number of months in the final renewal should be calculated based on the number of months remaining to reach a total lease term of <b>48 months</b> .
*The date that the User Agency accepts delivery of a machine, which is operational and complies with the terms and conditions of this lease agreement and the Statewide Contract.	

<b>EQUIPMENT/SERVICES</b>		
<b>Description:</b>		<b>Monthly Payment Amount:</b>
<b>Manuf./Model Name:</b>		
<b>Serial Number:</b>		
<b>Accessories/Additional Components:</b>		
<b>Services/Maintenance:</b>		
<b>Total Monthly Payment (excluding per page click charges):</b>		

<b>PER PAGE CLICK CHARGE (assessed based on monthly usage; paid in arrears)</b>			
<b>Black &amp; White per page Click Charge:</b>		<b>Color per page Click Charge:</b>	

**Attachment 1  
60 MONTH LEASE TERM/EQUIPMENT SCHEDULE**

<b>DELIVERY ADDRESS &amp; USER AGENCY CONTACT</b>	
<b>User Agency Contact Name:</b>	
<b>Phone Number:</b>	
<b>Email:</b>	
<b>User Agency Delivery Address:</b>	
<b>Delivery Date:</b>	

<b>60 MONTH LEASE TERM</b>	
<b>Total Lease Term:</b>	60 MONTHS
<b>Initial Term:</b>	Date of User Agency Acceptance* through June 30, [Insert Year for End of Current Fiscal Year]
<b>First Renewal:</b>	July 1, through June 30,
<b>Second Renewal:</b>	July 1, through June 30,
<b>Third Renewal:</b>	July 1, through June 30,
<b>Fourth Renewal:</b>	July 1, through June 30,
<b>Final Renewal:</b>	July 1, through NOTE: The number of months in the final renewal should be calculated based on the number of months remaining to reach a total lease term of <b>60 months</b> .
*The date that the User Agency accepts delivery of a machine, which is operational and complies with the terms and conditions of this lease agreement and the Statewide Contract.	

<b>EQUIPMENT/SERVICES</b>		
<b>Description:</b>		<b>Monthly Payment Amount:</b>
<b>Manuf./Model Name:</b>		
<b>Serial Number:</b>		
<b>Accessories/Additional Components:</b>		
<b>Services/Maintenance:</b>		
<b>Total Monthly Payment (excluding per page click charges):</b>		

<b>PER PAGE CLICK CHARGE</b> (assessed based on monthly usage; paid in arrears)			
<b>Black &amp; White per page Click Charge:</b>		<b>Color per page Click Charge:</b>	