



Lease Agreement

AGREEMENT NUMBER

6631 N. Executive Park Ct., Suite 210 • Jacksonville, FL 32216 • Phone: 904.296.1600 • Fax: 904.296.7111
4805 SW 34th Street • Gainesville, FL 32608 • Phone: 352.336.1771 • Fax: 352.336.3868
480 Fentress Blvd., Suite L • Daytona Beach, FL 32114 • Phone: 386.252.2292 • Fax: 386.252.0920

This document is written in "Plain English". The words you and your refer to the customer. The words Lessor, we, us and our refer to CopyFax, Inc. Every attempt has been made to eliminate confusing language and create a simple, easy-to-read document.

CUSTOMER INFORMATION

Form with fields for FULL LEGAL NAME OF CUSTOMER, STREET ADDRESS, CITY, STATE, ZIP, PHONE, FAX, BILLING NAME, BILLING STREET ADDRESS, CITY, STATE, ZIP, FEDERAL TAX I.D. #, E-MAIL, and EQUIPMENT LOCATION.

QUANTITY ITEM DESCRIPTION MODEL NO. SERIAL NO.

Table with 4 columns: QUANTITY, ITEM DESCRIPTION, MODEL NO., SERIAL NO. Row 1: 1, Ricoh Aficio 3235C Copier, K5050903823

LEASE TERMS LEASE PAYMENT AMOUNT SECURITY DEPOSIT

Form with fields for Term in Months (60 mos.), Lease Payment Amount (60 Payments of \$ 227.00), and Security Deposit (\$ 0 Received).

END OF LEASE OPTIONS: You will have the following options at the end of the original term, provided the Lease has not terminated early and no event of default under the Lease has occurred and is continuing.

- 1. Purchase the Equipment for the Fair Market Value. 2. Renew the Lease per paragraph 1. 3. Return Equipment as provided in Paragraph 6.

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

LESSOR ACCEPTANCE

Form with fields for DATED, LESSOR (CopyFax, Inc.), SIGNATURE, and TITLE.

CUSTOMER ACCEPTANCE

Form with fields for DATED (2-27-2006), CUSTOMER (Nassau County Extension Office), SIGNATURE (Winifred Favers), and TITLE (OFFICE MANAGER).

GUARANTY

As additional inducement for us to enter into the Agreement, the undersigned ("you") unconditionally, jointly and severally, personally guarantees that the customer will make all payments and meet all obligations required under this Agreement and any supplements fully and promptly.

Form with fields for PRINT NAME OF GUARANTOR (See Attached), SIGNATURE, and DATE (4/12/06).

ACCEPTANCE OF DELIVERY

You certify that all the equipment listed above has been furnished, that delivery and installation has been fully completed and satisfactory. Further, all conditions and terms of this Agreement have been reviewed and acknowledged.

Form with fields for DATED (2-27-2006), CUSTOMER (Nassau County Extension Office), SIGNATURE (Winifred Favers), and TITLE (OFFICE MANAGER).

7. You agree to rent from us the personal property described above and as modified by supplements to this Master Agreement from time to time signed by you and us (such property and any upgrades, replacements, repairs and additions as "Equipment") for business purposes only. You agree to all of the terms and conditions contained in this Agreement and any supplement, which together are a complete statement of our Agreement regarding the listed equipment ("Agreement") and any purchase order or outstanding invoice. This Agreement may be modified only by written agreement and not by course of performance. This Agreement becomes valid upon execution by us and will begin on the Rent Commencement Date which will be the date of delivery, installation and acceptance of Equipment by you and will continue for the number of consecutive months shown. The term will be extended automatically for successive 12 month terms unless you send us written notice that you do not want it renewed at least ninety (90) days before the end of any term. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and

Rent will be payable in installments, each in the amount of the Minimum Monthly Copy Charge, copy charge for additional metered copies in excess of the agreed monthly minimum number of copies plus any applicable sales tax, use tax, and the amount estimated by us to be personal property tax on the Equipment for each year of this Agreement. You will pay the security deposit on the date you sign this Agreement. Subsequent installments will be payable on the 20th day of each month. The rent payable for the month of rent commencement shall be prorated from the monthly rental amount set forth in section 18 below. We will have the right to apply all sums, received from you, to any amounts due and owed to us under the terms of this Agreement. In the event this Agreement is not fully completed, the security deposit will be retained by us to compensate us for our documentation, processing and other expenses. If for any reason, your check is returned for insufficient funds, a \$20.00 bad check charge will be assessed.

COMPUTER SOFTWARE: Notwithstanding any other terms and conditions of the Agreement, you agree that as to software only: a) We have not had, do not have, nor will have any title to such software; b) You have executed or will execute a software license Agreement and we are not a party to and have no responsibilities whatsoever in regards to such license Agreement; c) You have selected such software and as per Agreement paragraph 5, WE MAKE NO WARRANTIES OF MERCHANTABILITY, DATA ACCURACY, SYSTEM INTEGRATION OR FITNESS FOR USE AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR THE FUNCTION OR DEFECTIVE NATURE OF SUCH SOFTWARE, SYSTEMS INTEGRATION, OR OTHERWISE IN REGARDS TO SUCH SOFTWARE. CUSTOMER'S LEASE PAYMENTS AND OTHER OBLIGATIONS UNDER THIS LEASE AGREEMENT SHALL IN NO WAY BE DIMINISHED ON ACCOUNT OF OR IN ANY WAY RELATED TO THE SAID SOFTWARE LICENSE AGREEMENT OF FAILURE IN ANY WAY OF THE SOFTWARE.

OWNERSHIP OF EQUIPMENT: We are the Lessor of the equipment and have sole title to the equipment (excluding software). You agree to keep the equipment free and clear of all liens and claims.

WARRANTY DISCLAIMER: WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABILITY. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US.

LOCATION OF EQUIPMENT: You will keep and use the equipment only at your address shown above and you agree not to move it unless we agree to it. At the end of the Agreement's term, you will return the Equipment to a location we specify in writing, in retail resalable condition, full working order, and in complete repair.

LOSS OR DAMAGE: You are responsible for the risk of loss or for any destruction of or damage to the equipment. No such loss or damage relieves you from the payment obligations under this Agreement. You agree to promptly notify us in writing of such loss or damage. In the event of total loss or damage beyond repair you will then pay to us the present value of the total of all unpaid rental payments for the full rental term plus the estimated fair market value of the Equipment at the end of the scheduled term, all discounted at six percent (6%) per year. Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage.

PROPERTY DAMAGE PROTECTION AND INSURANCE: You agree to keep the equipment fully insured against loss with us as loss payee in an amount not less than replacement cost until this Agreement is terminated. You also agree to obtain a general liability insurance policy from anyone who is acceptable to us and to include us as an insured on the policy. You agree to provide us certificates or other evidence of insurance acceptable to us, before this Agreement begins or, we will enroll you in a property damage coverage program and bill you a property damage surcharge as a result of our increased administrative costs and credit risk. As long as you are current at the time of the loss (excluding losses resulting from acts of God), the present value of the equipment will be applied against any loss or damage as per paragraph 7. You must be current to benefit from the property damage surcharge program. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF YOUR LIABILITY FOR LIABILITY INSURANCE COVERAGE ON THIS EQUIPMENT.

LIABILITY: We are not responsible for any loss or injuries caused by the installation or use of the equipment. You agree to hold us harmless and reimburse us for loss and to defend us against any claim for losses or injury caused by the Equipment.

TAXES AND FEES: You agree to pay when due all taxes (including personal property tax, fines and penalties) relating to this Agreement or the Equipment. If we pay any of the above for you, you agree to reimburse us and to pay us a processing fee for each payment we make on your behalf. You also agree to pay us any filing fees prescribed by the Uniform Commercial Code or other law and reimburse us for all costs involved in completing this transaction. You further agree to pay us \$59.50 at the first rental payment is due to cover the expense of originating the Agreement. If the total sum of the payments exceeds \$15,000, the reimbursement fee will be \$79.50. Each month for the term stated, You shall pay Lessor no less than the Minimum Monthly Copy Charge, and a supply delivery charge not to exceed \$7.00 per machine, plus applicable taxes and any amounts invoiced for additional metered copies in excess of the agreed monthly minimum number of copies.

ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT. We may sell, assign, or transfer this Agreement without notice. You agree that if we sell, assign, or transfer this Agreement, the new Lessor will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the rights of the new Lessor will not be subject to any claims, defenses, or set offs that you may assert against us.

DEFAULT AND REMEDIES: If you do not pay any rental payment or other sum due to us or other party when due or if you break any of your promises in the Agreement or any other Agreement with us, you will be in default. If any part of a payment is due to us and you do not pay it when due, we may charge you a late charge of 15% of the payment which is late or if less, the maximum charge allowed by law. If you are ever in default, we may retain your security deposit and at our option, we can terminate or cancel this Agreement and you shall pay (1) the monthly payments due and to become due through the remainder of the term (discounted at 6%); (2) the estimated average Fair Market Value of similar Equipment of like age; (3) and return the equipment to us to a location designated by us. We may recover interest on any unpaid balance at the rate of 8% per annum. We may also use any of the remedies available to us under Article 2A of the Uniform Commercial Code as enacted in the State of Florida or any other law which refer this Agreement to an attorney for collection, you agree to pay our reasonable attorney's fees and actual court costs. If we have to take possession of the equipment, you agree to pay the cost of repossession. The net proceeds of the equipment so repossessed will be credited against what you owe us under this Agreement. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR ANY DEFAULT BY YOU UNDER THIS AGREEMENT. You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. It is further agreed that your rights and remedies are governed exclusively by the terms of this Agreement and you waive customer's rights under Article 2A (508-522) of the UCC.

SECURITY INTEREST: You grant us a security interest in the equipment if this Agreement is deemed a secured transaction and you authorize us to record a UCC-1 financing statement or similar instrument, and appoint us your attorney-in-fact to execute and file such instrument, in order to show our interest in the equipment.

SECURITY DEPOSIT: The security deposit is non interest bearing and is to secure your performance under this Agreement. Any security deposit made may be applied by us to satisfy any amount owed by you, in which event you will promptly return the security deposit to its full amount as set forth above. If all conditions herein are fully complied with and provided you have not ever been in default of this Agreement per paragraph 12, the security deposit will be refunded to you after the equipment is returned in accordance with paragraph 6.

GOVERNING LAW, JURISDICTION, AND VENUE: This Agreement shall be deemed fully executed and performed in the state of Florida and shall be governed by and construed in accordance with its laws. If the Lessor or its Assignee shall bring any legal proceeding in relation to any matter arising under the Agreement, the Customer irrevocably agrees that any such matter may be adjudged or determined in any court or courts in the state of the Lessor or its Assignee's principal place of business, or in any court or courts in Customer's state of residence, or in any other court having jurisdiction over the Customer or assets of the Customer, all at the sole election of the Lessor. The Customer hereby irrevocably submits generally and exclusively to the jurisdiction of any such court so elected by Lessor in relation to such matters. You waive trial by jury in any action between us.

FAKED COPY GUARANTY: You agree to submit the original master lease documents with the security deposit to the Lessor via overnight courier the same day of the facsimile transmission of the lease documents. Should we fail to receive these documents, you agree to be bound by the faxed copy of this Agreement with appropriate signatures on both sides of the document. Lessee waives the right to challenge in court the authenticity of a faxed copy of this Agreement and the faxed copy shall be deemed the original and shall be the binding Agreement for the purposes of any enforcement action under paragraph 12.

ACCEPTANCE: This Agreement will be binding on CopyFAX, Inc. only if CopyFAX, Inc. accepts it, as evidenced only by the signature of an officer of CopyFAX, Inc. We will not be deemed to have accepted this Agreement unless: (a) CopyFAX, Inc. has received from You the deposit payment, if any, shown on the face of this Agreement; (b) Our credit evaluation of Customer is satisfactory and (c) this Agreement does not contain any mathematical error or unauthorized price change. In the event of our disapproval, the sole liability of CopyFAX, Inc. shall be to refund to You the amount that has been paid to Us by You upon the signing of this Agreement.

MUNICIPALITIES ONLY

CUSTOMER COVENANTS: The Customer covenants and warrants that (1) it has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the payments scheduled to come due to meet its other obligations under the Agreement and such funds have not been expended for other purposes; and

(2) there is no action, suit, proceeding or investigation pending, or threatened in any court or other tribunal or competent jurisdiction, state or federal or before any public board or body, which in any way would (a) restrain or enjoin the delivery of the equipment or the ability of the Customer to make its Base Payments (as set out above); (b) contest or affect the authority for the execution or delivery of, or the validity of, the Agreement; or (c) contest the existence and powers of the Customer; or (3) there is any basis for any such action, suit, proceeding or investigation; and

(4) the equipment will be operated and controlled by the Customer and will be used for essential government purposes and will be essential for the term of the Agreement.

(5) the Customer has not previously terminated a rental for non-appropriation, except as specifically described in a letter appended hereto.

SIGNATURES: Each signor (two if monthly payment exceeds \$1,200) warrants that he/she is fully conversant with the governing relevant legal and regulatory provisions and has full power and authorization to bind Customer. Signor(s) for the Customer further warrant(s) its governing body has taken the necessary steps; including any legal bid requirements, under applicable law to arrange for acquisition of the Equipment; the approval and execution has been in accordance with all applicable governing laws; and that a resolution of the governing body of Customer authorizing execution of the Agreement has been duly adopted and remains in full force and effect.

NON-APPROPRIATION: In the event Customer is in default under the Agreement because:

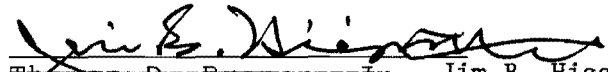
(a) funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all of Customer's obligations under the Agreement during said fiscal period;

(b) non-appropriation did not result from any act or failure to act of customer;

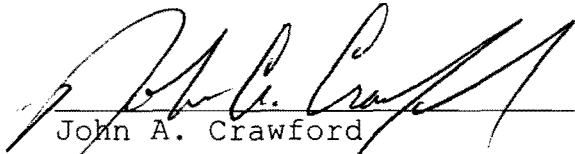
(c) the Customer has exhausted all funds legally available for all payment due under the Agreement; and

(d) there is no other legal procedure by which payment can be made to Lessor.

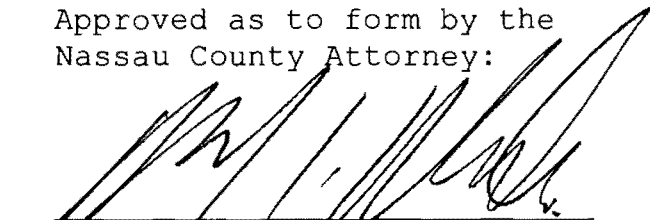
It is provided that (a) Customer has given Lessor written notice of the occurrence of paragraph 1 above thirty (30) days prior to such occurrence; (b) Lessor has received a written opinion from Customer's counsel verifying the same within ten (10) business days thereafter; and (c) the Customer does not directly or indirectly purchase, rent or in any way acquire any services or equipment supplied or provided for hereunder; upon receipt of the equipment delivered to a location designated by Lessor, at the expense of the Customer, Lessor's remedies for such default shall be to terminate the advance payments, if any; and/or sell, dispose of, hold, use or rent the equipment as in its sole discretion may desire, without any duty to account to Customer.


~~Thomas D. Branan, Jr.~~ Jim B. Higginbotham
Its: Chairman Vice Chairman

ATTEST:


John A. Crawford
Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney:


Michael S. Mullin

**ADDENDUM TO THE LEASE AGREEMENT WITH COPYFAX FOR A
RICOH AFICIO 3235C COLOR COPIER**

Disputes

Any dispute arising under this Contract shall be addressed by the representatives of the County and Copyfax set forth herein. Disputes shall be set forth in writing to the County Administrator with a copy to the Nassau County Cooperative Extension Director and Contract Manager and provided by overnight mail. UPS, FedEx, or certified mail, with a response provided in the same manner prior to any meetings of representatives. The initial meeting shall be with the County Administrator and the Nassau County Cooperative Extension Director or their designee, the Contract Manager, and a representative of Copyfax. If the dispute is not settled at that level, the County Attorney shall be notified in writing by the Contract Manager and the County Attorney and the County Administrator, the Contract Manager and the Nassau County Cooperative Extension Director or their designee(s) shall meet with Copyfax's representative(s). Said meeting shall occur within sixty (60) days of the notification by the County Administrator. If there is no satisfactory resolution, the claims disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof, if not disposed of by agreement as set forth herein, shall be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by Copyfax. If either party initiates a Court proceeding, and the Court orders, or the parties agree to, mediation, the cost of mediation shall be borne by Copyfax. Copyfax shall not stop work during the pendency of mediation or dispute resolution. No litigation shall be initiated unless and until the procedures set forth herein are followed.

Appropriation

Appropriations necessary for the funding of this Lease Agreement shall be adopted annually by the County during the regular budget process. Non-appropriation by the County will cause this agreement to terminate and no charges, penalties or other costs shall be assessed.

Payment and Billing

Payments shall be made after review and approval by the County within forty-five (45) days from receipt of the invoice by Finance, in accordance with Florida Statute section 218, entitled the Florida Prompt Payment Act.