



FP Finance Customer Agreement

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

CUSTOMER INFORMATION

Billing Address	
Customer: Town of Marbletown	
Department: Assistant to Supervisor	
Street: 1925 Lucas Ave.	
City: Cottekill	County: Ulster
State: NY	Zip: 12419
Tel: 845-687-7500	Fax:
E-mail: asstsupervisor@marbletown.net	
Contact Name: Michelle Solcberg	
Deliver To: <input checked="" type="checkbox"/> Dealer <input type="checkbox"/> Customer	
<input type="checkbox"/> Existing Customers Only: check box if Billing Address has changed.	

Shipping & Installation Address (if different than Billing)	
Customer:	
Department:	
Street:	
City:	County:
State:	Zip:
Tel:	Fax:
E-mail:	
Contact Name:	
Mailing Address: <input checked="" type="checkbox"/> Same as Billing	
<input type="checkbox"/> Existing Customers Only: check box if Shipping/Install Address has changed.	

RENTAL INFORMATION

Item #	Item Description
P400C	PostBase Vision Meter (PSD)
UNL & RGPOST	Unlimited Resets & RateGuard
VISION360	Online Analytics & Reporting

Term of Contract: 63 Months

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

PURCHASED EQUIPMENT INFORMATION

Item #	Item Description
FPLA5V	PostBase Vision Equipment Package

MAINTENANCE INFORMATION

Item #	Item Description
MMAINT	Maintenance (Provided by Servicing Dealer)

Base and/or Feeder Cover Color: Satin Steel

CUSTOMER ACCEPTANCE (please complete all fields)

Customer Acceptance of Terms		Dealer Information	
Print Name of Authorized Representative:		Selling Dealer Name: Advanced Office Technology Dealer #: 1159	
Tel:		Address: 16 Mt Ebo Road South -Suite 4, Brewster NY 10509	
Tax ID:	State:	Tel: 845-279-4545	Fax: 845-279-2296
Authorized Signature: <u>X</u>		Sales Representative Name: <u>AL</u>	
Date:		Servicing Dealer Name:	Svc. Dealer #:

DEALER & INTERNAL USE ONLY

<input type="checkbox"/> New Customer <input type="checkbox"/> Existing Customer Name Change <input type="checkbox"/> Upgrade From: _____ If Upgrading From An EZLEASE, List The Contract #: EZLEASE Contract #: _____ FP Existing Account No.: _____	<input type="checkbox"/> Major Account: _____ <input type="checkbox"/> Master Billing Acct. No.: _____ <input type="checkbox"/> Master Postage Acct. No.: _____	Promo Code: _____ Package Code: _____ <input type="checkbox"/> Price or Terms Exception Approval (attach copy) <input type="checkbox"/> Tax-Exempt Certificate Attached
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**CUSTOMER ("YOU") INFORMATION**

AGREEMENT NO.: _____

FULL LEGAL NAME: Town of MarbletownCUSTOMER'S ADDRESS: 1925 Lucas Ave. Cottekill, NY 12419**EQUIPMENT INFORMATION**

QTY TYPE, MAKE, MODEL NUMBER AND INCLUDED ACCESSORIES

SERIAL NO.

1 PostBase Vision A5 Base/Scale, Autofeeder w/ Sealer

EQUIPMENT LOCATION: 1925 Lucas Ave. Cottekill, NY 12419☐ SEE SCHEDULETERM IN MONTHS: 63MONTHLY PAYMENT AMOUNT: \$ 144.95 ("PLUS TAX)SECURITY DEPOSIT: \$ N/APURCHASE OPTION*: FAIR MARKET VALUE**ADDITIONAL TERMS AND CONDITIONS**

AGREEMENT. You want us to now provide you the equipment and/or software referenced herein ("Equipment") and you unconditionally agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement is binding upon our acceptance hereof and will begin on the date the Equipment is delivered to you or any later date we designate. We may charge you a one-time origination fee of \$139.00. If any amount payable to us is past due, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars (\$26.00); or 2) the highest lawful charge, if less. Any security deposit will be returned upon full performance.

NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL AMOUNTS DUE UNDER THIS AGREEMENT FOR THE ENTIRE TERM. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON.

EQUIPMENT USE. You will keep the Equipment in good working order, use it for business purposes only and not modify or move it from its initial location without our consent. If we have entered into a separate arrangement with you for maintenance, service, supplies, etc. with respect to the Equipment, payments under this Agreement may include amounts owed under that arrangement, which amounts may be invoiced as one payment for your convenience, and which amounts may be subject to change from time to time based on that arrangement.

POSTAGE DEVICES. Postage measurement devices referenced herein which are subject to a separate rental agreement between you and us are not part of the Equipment and your use and the ownership of such devices will be governed exclusively by your rental agreement with us. You will need to reference your rental agreement with us for the term of, and your rights and obligations under, the rental agreement. For your convenience, payments under this Agreement may include the rental amounts you owe us under the rental agreement.

SOFTWARE/DATA. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.

LIMITATION OF WARRANTIES. EXCEPT TO THE EXTENT THAT WE HAVE PROVIDED YOU A WARRANTY IN WRITING, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU CHOSE ANY/ALL THIRD-PARTY SERVICE PROVIDERS BASED ON YOUR JUDGMENT. YOU MAY CONTACT US OR THE MANUFACTURER FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.

ASSIGNMENT. You may not sell, assign, or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement and our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, our assignee will have our assigned rights under this Agreement but none of our obligations and will not be subject to any claim, defense, or set-off that may be assertable against us or anyone else.

LAW/FORUM. You agree that this Agreement and any claim related to this Agreement shall be governed by the internal laws of the state in which our (or, if we assign this Agreement, our assignee's) principal place of business is located and any dispute concerning this Agreement will be adjudicated in a federal or state court in such state. You hereby consent to personal jurisdiction and venue in such courts and waive transfer of venue. Each party waives any right to a jury trial.

LOSS OR DAMAGE. You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. Except for claims, losses, or damages caused by our gross negligence or willful misconduct, you agree to indemnify us and our assignee, if

applicable, against any claims, losses or damages, including attorney fees, in any way relating to the Equipment or data stored on it. In no event will we be liable for any consequential or indirect damages.

INSURANCE. You agree to maintain commercial general liability insurance acceptable to us. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 3% per annum.

TAXES. We own the Equipment. You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement. Sales or use tax due upfront will be payable over the term with a finance charge.

END OF TERM. At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew month to month unless a) you provide us written notice, at least 90 days prior to the End Date, of your intent to return the Equipment, and b) you timely return the Equipment to the location designated by us, at your expense. If a Purchase Option is indicated above and you are not in default on the End Date, you may purchase the Equipment from us "AS IS" for the Purchase Option price. If the returned Equipment is not immediately available for use by another without need of repair, you will reimburse us for all repair costs. You cannot pay off this Agreement or return the Equipment prior to the End Date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the price of the Equipment.

DEFAULT/REMEDIES. If a payment becomes 10+ days past due, or if you otherwise breach this Agreement, you will be in default, and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, discounted at 3% per annum; and we may disburse or repossess the Equipment and use all other legal remedies available to us. You agree to pay all costs and expenses (including reasonable attorney fees) we incur in any dispute with you related to this Agreement. You agree to pay us 1.5% interest per month on all past due amounts.

UCC. If we assign rights in this Agreement for financing purposes, you agree that this Agreement, in the hands of our assignee, is, or shall be treated as, a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.

MISCELLANEOUS. This Agreement is the entire agreement between you and us relating to our providing and your use of the Equipment and supersedes any prior representations or agreements, including any purchase orders. Amounts payable under this Agreement may include a profit to us. The parties agree that the original hereof for enforcement and perfection purposes, and the sole "record" constituting "chattel paper" under the UCC, is the paper copy hereof bearing (i) the original or a copy of either your manual signature or an electronically applied indication of your intent to enter into this Agreement, and (ii) our original manual signature. Any change must be in writing signed by each party.

Owner ("we", "us"): **FP Finance**

Signature: _____ Date: _____

Print Name & Title: _____

Customer: (As Stated Above)

Signature: _____ Date: _____

Print Name & Title: _____

UNCONDITIONAL GUARANTY: The undersigned unconditionally guarantees that the Customer will timely perform all obligations under the above Agreement. The undersigned also waives any notification if the Customer is in default and consents to any extensions or modifications granted to the Customer. In the event of default, the undersigned will immediately pay all sums due under the terms of the Agreement without requiring Owner to proceed against Customer or any other party or exercise any rights in the Equipment. The undersigned, as to this guaranty, agrees to the designated forum and consents to personal jurisdiction, venue, and choice of law as stated in the Agreement, agrees to pay all costs and expenses, including attorney fees, incurred by Owner related to this guaranty and the Agreement, waives a jury trial and transfer of venue, and authorizes obtaining credit reports.

SIGNATURE: **X**

PRINT NAME: _____

DATE: _____