# ATTACHMENT 2

# AGREEMENT FOR THE LEASE OF EQUIPMENT

**A Contract between (Name of Purchasing Entity)**

**(NAME, ADDRESS, PHONE AND FACSIMILE NUMBER OF LEASING AGENCY)**

# And

**Xerox Corporation**

1. **LEASE TERM.** This Agreement shall be effective from to , unless sooner terminated by either party as set forth in this Agreement in paragraph 10.
2. **DEFINITIONS**. “Lease Term” means the term of the Agreement set forth in Section 1. “Leased Equipment” means the Equipment described in Attachment A and any Equipment replaced by Lessor during the term of this Agreement. “Xerox” or “Lessor” means a person or entity from whom the Purchasing Entity or “Lessee” or “Customer” has leased Equipment under the terms and conditions set forth in this Agreement. “Fiscal Year” is defined as the period beginning July 1 and ending June 30 of the following year.

**SOLUTION/SERVICES:**

1. **PRODUCTS**. “Products" means the Xerox-brand equipment ("Equipment"), Licensed “Software” (as defined below) and supplies identified in this Agreement. “Third Party Products” means the third party hardware (“Third Party Hardware”), third party software (“Third Party Software”) and/or third-party hosted service product (“Third Party Software as a Service” or “Third Party SaaS”) identified in this Agreement. The Purchasing Entity agrees the Products are for the Purchasing Entity’s business use (not resale) in the United States and its territories and possessions ("U.S.") and will not be used for personal, household or family purposes.

**MAINTENANCE SERVICES.** Except for Equipment and/or Third Party Hardware identified as "No Svc.", Xerox (or a designated servicer) will keep the Equipment and/or Third Party Hardware in good working order ("Maintenance Services"). The provision of Maintenance Services is contingent upon you facilitating timely and efficient resolution of Equipment and/or Third Party Hardware issues by: (a) utilizing customer-implemented remedies provided by Xerox; (b) replacing Cartridges; and (c) providing information to and implementing recommendations provided by Xerox telephone support personnel. If an Equipment and/or Third Party Hardware issue is not resolved after completion of (a) through (c) above, Xerox will provide on-site support as provided herein. Maintenance Services will be provided during Xerox's standard working hours in areas open for repair service for the Equipment and/or Third Party Hardware. Maintenance Services excludes repairs due to: (i) misuse, neglect or abuse; (ii) failure of the installation site or the PC or workstation used with the Equipment and/or Third Party Hardware to comply with Xerox's published specifications or Third Party Hardware vendor’s published specifications, as applicable; (iii) use of options, accessories or products not serviced by Xerox; (iv) non-Xerox alterations, relocation, service or supplies; or (v) failure to perform operator maintenance procedures identified in operator manuals. Replacement parts may be new or reprocessed, and all replaced parts become Xerox's property. Xerox will, for 5 years after the installation date of the initial unit or the initial Term of the Agreement, whichever is longer, replace the Equipment at no charge, and at Purchasing Entity’s request, with an identical device, or with a device of equal or greater value. Xerox has no obligation to maintain or replace Equipment beyond the “End of Service” for that particular model of Equipment. End of Service (“EOS”) means the date announced by Xerox after which Xerox will no longer offer Maintenance Services for a particular Equipment model. An EOS Equipment List is available upon request. If Xerox is unable to keep a unit of Equipment in good working order after the 5 year period noted above, either party may terminate Maintenance Services for that unit without any penalties or early termination charges upon not less than 30 days written notice to the other party. If meter reads are a component of your Equipment’s Maintenance Plan, you will provide them using the method and frequency identified by Xerox. If you do not provide a meter reading for Equipment not capable of Remote Transmission, or if Remote Data Transmission is interrupted, Xerox may calculate an estimated meter reading based on the average reading of the prior three (3) months of actual usage. At no time will the estimated meter read exceed any prior month’s actual usage. Appropriate adjustments will be made by Xerox in a subsequent billing cycle following your submission of actual and accurate meter readings.. For Third Party Hardware identified as “No Svc.”, and owned by you, you shall enter into a maintenance agreement with the Third Party Hardware vendor or its maintenance service provider, who shall be solely responsible for the quality, timeliness and other terms and conditions of such maintenance services. Such Third Party service agreements will have no effect on Xerox’s maintenance and warranty obligations under the Master Agreement or the Participating Addendum.

# TERMINATION PRICING PLAN/OFFERING SELECTED:

1. **COMMENCEMENT & TERM.** This Agreement is valid when accepted by Xerox. The initial term for each Product and/or Third Party Product will commence upon acceptance of the Equipment; provided, however, for “Customer-installable” or “Drop-Shipped” Equipment, the term for a lease Order shall commence upon delivery of the Equipment. Unless a lease order is preceded by a trial order, the Equipment will be considered accepted upon installation of the Equipment by Lessor, after the Equipment successfully runs all required diagnostic routines, and the Equipment is turned over to the Purchasing Entity for use.
2. **PAYMENT.** Payment must be received by Xerox within 45 days after the invoice date. All invoice payments under this Agreement shall be made via check, Automated Clearing House debit, Electronic Funds Transfer, or direct debit from Purchasing Entity’s bank account. Restrictive covenants on payment instruments will not reduce your obligations.
3. **SEPARATELY BILLED MAINTENANCE**. If a Minimum Payment is included in Maintenance Plan Features for an item of Equipment, the Minimum Payment for Maintenance Services will be billed separately.
4. **PRICE INCREASES**. Once a Purchasing Entity enters into a lease agreement, the rate must remain fixed throughout the Initial Lease Term.
5. **DELIVERY, REMOVAL & RELOCATION**. With the exception of Group C and Sub-Groups C1 and C2 Devices, Xerox will be responsible for standard delivery charges for Equipment and, for Xerox-owned Equipment, standard removal charges. Purchasing Entity will be responsible for any non-standard delivery charges for Equipment, excessive installation requirements, including rigging, access alterations, and access to non-ground floors via stairs; (b) any Equipment relocation; and (c) all charges for delivery, removal and relocation of Third Party Hardware. Relocation of Equipment and/or Third Party Hardware must be arranged (or approved in advance) by Xerox and may not be to a location outside of the U.S. Group C and Sub-Groups C1 and C2 shipping charges shall be quoted to the Purchasing Entity prior to Order confirmation.
6. **PURCHASE LEASE OPTIONS**. The following options are available for Equipment subject to this Agreement.
   1. PURCHASE OPTION. If not in default, you may purchase the Equipment and/or Third Party Hardware, "AS IS, WHERE-IS" and WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE: (i) at the end of the initial Term for the Purchase Option indicated on the face of this Agreement (i.e. either a set dollar amount or the Fair Market Value of the Equipment and/or Third Party Hardware at the expiration of the Initial Term [“FMV”]), plus all applicable Taxes.
   2. RENEWAL. If a Purchasing Entity enters into a Renewal Term, then the Equipment Payment will be subject to the lease rates listed in the most recent Master Agreement Price List(s) posted on the NASPO ValuePoint website.
   3. LEASE TERMINATION. With the exception of a Capital Lease arrangement, or unless exercising the purchase option on a FMV Lease, a Purchasing Entity shall return the Equipment at the end of the Initial Lease or Rental Term, or at the end of the Renewal Lease or Rental Term, or Xerox may pick the Equipment up, without any further financial obligations to the Purchasing Entity.
7. **DEFAULT & REMEDIES.**
   1. Default. The Purchasing Entity will be in default under this Agreement if (1) Xerox does not receive any payment after the date it is due (45 days after date of invoice), or (2) you breach any other obligation under this Agreement, inclusive of the Master Agreement, the Participating Addendum, and all attachments and exhibits thereto. If you default, Xerox may, in addition to its other remedies (including cessation of Maintenance Services), remove the Equipment and Third Party Hardware and require immediate payment of the early termination charges pursuant to the Master Agreement.
8. **TRADE-IN EQUIPMENT**. The Purchasing Entity warrants that it has the right to transfer title to the Equipment you are trading in, if applicable, as part of this Agreement ("Trade-In Equipment") and that the Trade-In Equipment is in good working order, ordinary wear and tear excepted. Title and risk of loss to the Trade-In Equipment will pass to Xerox when Xerox removes it from your premises. The Purchasing Entity will maintain the Trade-In Equipment at its present site and in substantially its present condition until removed by Xerox. he Purchasing Entity shall be responsible for any third-party outstanding charges for the Trade-In Equipment (up to and including payment of the final principal payment amount) and all applicable maintenance, administrative, supply and finance charges until Xerox removes the Trade-In Equipment from your premises.

# GENERAL TERMS & CONDITIONS:

1. NON-CANCELABLE AGREEMENT. THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED EXCEPT AS EXPRESSLY PROVIDED HEREIN, OR DUE TO NON-APPROPRIATION OF FUNDS, PER THE MASTER AGREEMENT. ANY CLAIM AGAINST XEROX MAY BE ASSERTED IN A SEPARATE ACTION AND SOLELY AGAINST XEROX.
2. **WARRANTY DISCLAIMER**. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, XEROX DISCLAIMS THE IMPLIED WARRANTIES OF NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE AND FOR THIRD PARTY PRODUCTS, THE IMPLIED WARRANTY OF MERCHANTABILITY. This Agreement is a "finance lease" under Article 2A of the Uniform Commercial Code (‘UCC”) and, except to the extent expressly provided herein, and to the extent permitted by applicable law, each of Xerox and Customer waive all rights and remedies conferred upon a lessee by Article 2A.
3. **TITLE & RISK OF LOSS AND INSURANCE.** Unless you exercise your Purchase Option: (a) title to Equipment and Third Party Hardware will remain with Xerox; (b) Equipment and Third Party Hardware will remain personal property; (c) you will not attach the Equipment or Third Party Hardware as a fixture to any real estate; (d) you will not pledge, sub-lease or part with possession of the Equipment or Third Party Hardware, or file or permit to be filed any lien against the Equipment or Third Party Hardware; and, (e) you will not make any permanent alterations to the Equipment or Third Party Hardware. For Equipment installed by Lessor, Risk of Loss will pass to you upon acceptance and for Equipment designated as “Customer Installable” or “drop shipped”, the Equipment delivery date. You are required to insure the Equipment while installed.