

## Village of Hines Creek Council Request for Decision (RFD)

Meeting:	Regular Council Meeting
Meeting Date:	September 8, 2020
Originated By:	Leanne Walmsley, Chief Administrative Officer
Title:	Unfinished Business – Hi Tech Maintenance & Lease Agreement iRC5535i Color MFP Canon Copier
File:	0116

### BACKGROUND/PROPOSAL:

**C-279-20      RESOLUTION by Deputy Mayor Zavisha to enter into a lease agreement with Hi Tech Business Systems, with the Cannon Image Runner C5535i unit for a 42 month term. CARRIED.**

Please find Hi Tech Maintenance and Lease Agreement for the new Canon Copier for signature.

### DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES

### COSTS/SOURCE OF FUNDING (if applicable)

### RECOMMENDED ACTION:

To receive the Hi Tech Copier Lease and Maintenance Agreement documents as information and authorize signatures on Agreements.

Initials show support- Reviewed by:	Manager:	C.A.O. <i>aw</i>
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## Customer Information

<b>Customer Name:</b> Village of Hines Creek				
<b>Address:</b> 212 - 10 Street Hines Creek, AB T0H 2A0				
<b>Telephone:</b> (780) 494-3690				
<b>Attention:</b> Leanne Walmsley				
<b>Preferred Invoice Method:</b> <input type="checkbox"/> Print <input checked="" type="checkbox"/> Email		<b>Accounts Payable Email:</b> accountspayable@hinescreek.com		
<b>Purchase Order:</b> <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes PO No.:		<b>Tax Exempt:</b> <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Tax Exempt No.:		
<b>Customer Delivery Jobs:</b>		<b>Meter Contact:</b> (Please note meter contact is also used for Supply S&H notifications)		
<b>DJ 1:</b> 212 - 10 Street Hines Creek AB T0H 2A0		<b>Name:</b> Delayna Lund		<b>Email:</b> executiveassistant@hinescreek.com
<b>DJ 2:</b> 212 - 10 Street Hines Creek AB T0H 2A0		<b>Name:</b> Kim Kuntz		<b>Email:</b> adminassistant@hinescreek.com
<b>DJ 3:</b>		<b>Name:</b>		<b>Email:</b>
<b>Main Contact</b>	<b>Phone</b>	<b>Cell</b>	<b>eMail</b>	<b>Fax</b>
Leanne Walmsley	(780) 494-3690		cao@hinescreek.com	(780) 494-3605

[illegible]

on program “Onsite” designed to reduce  
 ure “Onsite” software on the customer’s

**FOR OFFICE USE ONLY**

START METER COLOR:

**Terms and Conditions:**

Subject to the terms and conditions set forth in this agreement, HI-Tech Business Systems Ltd. agrees to provide service to the original purchaser (customer) for the equipment listed herein.

- Customer agrees to make payment at the rate specified herein. Rates will be reviewed annually.
- An increase not to exceed 10% may occur on anniversary date of contract without written notice.
- Maintenance includes up to 2 cleanings per year at customers request.
- All hardware systems must be installed and operated according to manufacturer's space, electrical and environmental specifications.
- Surge protectors are required for all equipment. (Must be purchased from Hi-Tech).
- Electrical Requirements – Customer must provide AC Outlets with appropriate voltage as specified by the manufacturer. AC outlets should reside on dedicated circuits to help prevent brownouts & damage to internal components of interface & multifunction devices. Hi-Tech is not liable for electrical work or conditions arising from electrical circuitry external to the equipment or for equipment line cords. Customer is solely responsible for providing line conditioners & power surge protection. If the lack of such protection leads to equipment failure or damage; customer is solely responsible for costs & repairs.
- Customer is liable for copier malfunction due to negligence, misuse or use of consumables/toner other than those provided by Hi-Tech Business Systems Ltd. All supplies/service work must be provided by Hi-Tech Business Systems Ltd.
- This agreement does not provide for resolutions of issues related to operating systems, computer hardware, hard drives, or network infrastructure moves, additions or changes.
- This agreement is non-transferable.
- Network Support is defined as remote network support for your photocopier (print driver, scan to email and scan to network), this does not include specialized software, server security issues.
- Reconditioning. – In the event that equipment reconditioning is necessary or the manufacturer life expectancy is exceeded, and normal repairs and parts replacement cannot keep equipment in satisfactory operating condition, Hi -Tech will submit a cost estimate of needed repairs, which will be in addition to ordinary maintenance charges. If customer does not authorize such repairs, Hi-Tech may elect to terminate this Agreement and provide maintenance service on a per -call basis.
- If the agreement is terminated by the customer before expiration, the customer shall not be entitled to any refund of any amount paid under this agreement.
- Upon the termination of agreement, which included toner & drums, these items are the property of Hi-Tech Business Systems Ltd. and must be returned to Hi-Tech.
- This agreement does not include after hour service, holiday or weekend service. Included service hours are 8:00 AM – 5:00 PM Monday through Friday.

\* Hi-Tech Business Systems Ltd. \_\_\_\_\_ Date \_\_\_\_\_

\*Customer Acceptance Signature \_\_\_\_\_

*Hazel Reintjes, Mayor*

*Leanne Walmsley, Chief Administrative Officer*



ALL OUR RIGHTS AND REMEDIES, EITHER UNDER THIS LEASE OR AT LAW OR IN EQUITY OR OTHERWISE AFFORDED TO US, ARE CUMULATIVE AND NOT ALTERNATIVE. TO THE EXTENT PERMITTED BY LAW, YOU WAIVE THE BENEFIT OF ALL LAWS WHICH WOULD LIMIT OUR RIGHTS, INCLUDING (IF YOU ARE A CORPORATION) YOUR RIGHTS UNDER THE LIMITATION OF CIVIL RIGHTS ACT, SASKATCHEWAN, AS AMENDED. UPON DEMAND, YOU WILL PAY ALL OF THE COSTS AND EXPENSES WE INCUR AS A RESULT OF A DEFAULT ("ENFORCEMENT COSTS") (INCLUDING ALL COSTS AND EXPENSES IN RESPECT OF COLLECTION, LEGAL FEES ON A SOLICITOR-AND-CLIENT BASIS, REPOSSESSION, REPAIR OF EQUIPMENT, ENFORCEMENT OF OUR RIGHTS OR REMEDIES, SALE OR RE-LEASE COSTS OR OTHER REALIZATION COSTS), WITH INTEREST ACCRUING THEREON FROM THE DATE SUCH COSTS AND EXPENSES WERE INCURRED UNTIL PAYMENT IN FULL. IF AT ANY TIME AFTER YOUR DEFAULT YOU PAY US THE LIQUIDATED DAMAGES AND ALL APPLICABLE TAXES, WE WILL TRANSFER TITLE TO THE EQUIPMENT TO YOU ON AN "AS IS, WHERE IS" BASIS WITHOUT ANY CONDITION, REPRESENTATION OR WARRANTY WHATSOEVER.

**11. END OF TERM OR RENEWAL:** AT THE END OF THE TERM OR ANY RENEWAL, YOU MUST AT YOUR EXPENSE RETURN THE EQUIPMENT TO US AT THE PLACE WE REASONABLY WILL SPECIFY. EXCEPT FOR NORMAL WEAR AND TEAR, ALL RETURNED EQUIPMENT SHALL BE IN FULL OPERATING CONDITION AND GOOD REPAIR, AND YOU WILL PAY US ALL COSTS TO RESTORE THE RETURNED EQUIPMENT TO ITS CONDITION ON THE DATE THIS LEASE COMMENCED. IF YOU FAIL TO RETURN THE EQUIPMENT, YOU WILL BE DEEMED TO HAVE REQUESTED A 6-MONTH RENEWAL OF THIS LEASE AND WE MAY, IN OUR DISCRETION: (A) DEMAND THE RETURN OF THE EQUIPMENT PURSUANT TO THIS SECTION AND EXERCISE OUR OTHER RIGHTS HEREUNDER OR (B) ACCEPT SUCH RENEWAL REQUEST BY CONTINUING TO ACCEPT LEASE PAYMENTS AS INVOICED BY US, OR TO WITHDRAW LEASE PAYMENTS BY PRE AUTHORIZED DEBIT. YOUR LEASE OBLIGATIONS CONTINUE DURING ANY RENEWAL. IF YOU FAIL TO RETURN THE EQUIPMENT AS REQUIRED, WE MAY, WITHOUT NOTICE TO YOU OR RESORT TO LEGAL PROCESS BUT SUBJECT TO ANY APPLICABLE LAW, ENTER ANY PREMISES WHERE THE EQUIPMENT IS LOCATED TO DISABLE OR REPOSSESS THE EQUIPMENT.

**12. TRANSFER OF LEASE:** YOU MAY NOT SELL, TRANSFER OR ASSIGN THIS LEASE, OR ENCUMBER OR PART WITH POSSESSION OF THE EQUIPMENT, OR ANY INTEREST IN THIS LEASE, WITHOUT OUR PRIOR WRITTEN CONSENT. WE MAY SELL, ASSIGN, OR TRANSFER THIS LEASE, WITHOUT NOTICE TO YOU. YOU AGREE THAT IF WE SELL, ASSIGN, OR TRANSFER THIS LEASE, THE NEW OWNER 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 OWNER WILL NOT BE SUBJECT TO ANY CLAIMS, DEFENCES, OR SETOFFS THAT YOU MAY HAVE AGAINST US. IN THE EVENT OF ASSIGNMENT OR TRANSFER, YOU AGREE TO REMAIN RESPONSIBLE FOR YOUR OBLIGATIONS UNDER THIS LEASE.

**13. PRIVACY:** (A) YOU AND YOUR INDIVIDUAL PRINCIPALS, GUARANTORS AND/OR PERSONS OTHERWISE CONNECTED WITH THIS LEASE (THE "PRINCIPALS") AGREE THAT IN THE PROCESS OF PROVIDING SERVICES UNDER THIS LEASE, WE MAY COLLECT, USE, AND DISCLOSE CERTAIN PERSONAL AND BUSINESS INFORMATION ("INFORMATION") FROM AND ABOUT YOU AND YOUR PRINCIPALS. INFORMATION MAY BE COLLECTED FROM AND DISCLOSED TO OUR AGENTS, AFFILIATES, THIRD PARTY SERVICE PROVIDERS, CREDIT BUREAUS, CREDIT REPORTING AGENCIES, OTHER CREDIT GRANTORS, AND/OR ANY PERSON YOU OR YOUR PRINCIPALS HAVE OR PROPOSE TO HAVE FINANCIAL RELATIONS WITH AS WELL AS THIRD PARTIES WHO WISH TO BECOME INVOLVED IN THE SYNDICATION OF A LOAN, LEASE, OR OTHER INVESTMENT IN WHICH INFORMATION IS RELEVANT, OR WHO ARE INVOLVED IN RISK ASSESSMENT, RISK MANAGEMENT, OR DUE DILIGENCE IN THE CONTEXT OF A FINANCIAL TRANSACTION OR PROPOSED FINANCIAL TRANSACTION. YOU AND YOUR PRINCIPALS ALSO AUTHORIZE ANY PERSON WHOM WE CONTACT IN THIS REGARD TO PROVIDE INFORMATION TO US. YOU AND YOUR PRINCIPALS ACKNOWLEDGE THAT WE MAY TRANSFER INFORMATION TO OTHER JURISDICTIONS WHERE WE DO BUSINESS. AS A RESULT, INFORMATION MAY BE ACCESSIBLE TO REGULATORY AUTHORITIES IN ACCORDANCE WITH THE LAWS OF THESE JURISDICTIONS. WE MAY COLLECT, USE, AND DISCLOSE YOUR AND YOUR PRINCIPALS' SOCIAL INSURANCE NUMBERS OR OTHER PERSONAL IDENTIFIERS TO VERIFY AND REPORT CREDIT INFORMATION TO CREDIT BUREAUS OR CREDIT REPORTING AGENCIES AS WELL AS TO CONFIRM YOUR AND YOUR PRINCIPALS' IDENTITIES. BY CHOOSING TO PROVIDE US WITH YOUR AND YOUR PRINCIPALS' PERSONAL AND BUSINESS INFORMATION, YOU AND YOUR

PRINCIPALS ARE CONSENTING TO ITS USE IN ACCORDANCE WITH PIPEDA, THE PERSONAL INFORMATION PROTECTION AND ELECTRONIC DOCUMENTS ACT AT [HTTPS://WWW.PRIV.GC.CA/EN/PRIVACY-TOPICS/PRIVACY-LAWS-IN-CANADA/THE-PERSONAL-INFORMATION-PROTECTION-AND-ELECTRONIC-DOCUMENTS-ACT-PIPEDA/](https://www.priv.gc.ca/en/privacy-topics/privacy-laws-in-canada/the-personal-information-protection-and-electronic-documents-act-pipeda/) OR APPLICABLE PROVINCIAL LAW OR ACT. (B) WE MAY GIVE INFORMATION TO AN ASSIGNEE, LENDER, OR FUNDING PARTNER SO THAT THESE COMPANIES MAY TELL YOU AND YOUR PRINCIPALS DIRECTLY ABOUT THEIR OTHER PRODUCTS AND SERVICES. CONSENT TO THIS IS NOT A CONDITION OF DOING BUSINESS WITH US, AND YOU AND YOUR PRINCIPALS MAY WITHDRAW IT AT ANY TIME.

**14. ADMINISTRATION:** SUBJECT TO APPLICABLE LAW AND SECTION 13 ABOVE, YOU AGREE TO PROVIDE US WITH SUCH FINANCIAL INFORMATION AND STATEMENTS AS WE MAY REASONABLY REQUEST. YOU AGREE TO DO ALL THINGS WE REQUIRE TO GIVE EFFECT TO OR TO BETTER EVIDENCE THIS LEASE. WE MAY CHARGE YOU FEES FOR THE ADMINISTRATION OF THIS LEASE. YOU MUST IMMEDIATELY NOTIFY US IN WRITING OF ANY CHANGE IN YOUR NAME AND IN YOUR HEAD OFFICE. ANY NOTICE MUST BE IN WRITING AND SHALL BE DELIVERED BY COURIER, MAIL, OR FAX TO THE APPLICABLE ADDRESS FIRST NOTED ABOVE (OR TO SUCH OTHER ADDRESS AS YOU OR WE MAY SPECIFY). YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS LEASE AND WAIVE, TO THE EXTENT PERMITTED BY LAW, YOUR RIGHT TO RECEIVE COPIES OF FINANCING STATEMENTS, NOTICES, OR FILINGS WE MAKE IN CONNECTION WITH THIS LEASE. ANY CLERICAL OR INADVERTENT ERRORS IN THIS LEASE OR ANY OTHER DOCUMENTS ASSOCIATED WITH THIS LEASE SHALL NOT AFFECT THEIR VALIDITY, AND WE MAY CORRECT THEM PROVIDED THAT WE PROVIDE YOU WITH A COPY OF THE CHANGED DOCUMENT.

**15. ENTIRE AGREEMENT:** THIS LEASE CONTAINS THE ENTIRE ARRANGEMENT BETWEEN BOTH PARTIES, AND NO MODIFICATIONS OF AGREEMENT SHALL BE EFFECTIVE UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. THIS LEASE SHALL BE INTERPRETED ACCORDING TO THE LAWS OF THE PROVINCE WHERE THE EQUIPMENT WAS FIRST DELIVERED TO YOU. EACH PERSON SIGNING THIS LEASE AS LESSEE SHALL BE JOINTLY AND SEVERALLY AND SOLIDARILY LIABLE. ANY PROVISION OF THIS LEASE UNENFORCEABLE IN ANY JURISDICTION SHALL AS TO SUCH JURISDICTION, BE INEFFECTIVE TO THE EXTENT OF SUCH PROHIBITION OR UNENFORCEABILITY WITHOUT INVALIDATING THE REMAINING PROVISIONS. OUR WAIVER OF ANY DEFAULT IS NOT A WAIVER OF ANY OTHER DEFAULT. TIME IS OF THE ESSENCE OF THIS LEASE. ALL OF YOUR UNPERFORMED OBLIGATIONS WHICH BY THEIR NATURE ARE NOT RELEASED BY THE TERMINATION OF THIS LEASE, AND OUR RIGHTS HEREUNDER SHALL SURVIVE THE TERMINATION OF THIS LEASE. THIS LEASE WILL ENURE TO THE BENEFIT OF AND BE BINDING UPON THE PARTIES, THEIR SUCCESSORS, AND PERMITTED ASSIGNS.

**16. SECURITY INTERESTS:** TO SECURE YOUR PERFORMANCE OF YOUR OBLIGATIONS HEREUNDER, YOU GRANT US A CONTINUING SECURITY INTEREST IN ANY INTEREST YOU HAVE IN THE EQUIPMENT, IN ALL PROCEEDS THEREOF (INCLUDING PROCEEDS OF INSURANCE) AND IN ANY LEASE PAYMENTS RECEIVABLE ON ANY SUBLEASE WE MAY PERMIT; YOU AGREE THAT WE HAVE ALL THE RIGHTS OF A SECURED PARTY UNDER ANY APPLICABLE PERSONAL PROPERTY SECURITY LEGISLATION AND AT LAW AND IN EQUITY. TO THE EXTENT THIS LEASE CREATES A SECURITY INTEREST, SUCH SECURITY INTEREST IS A PURCHASE MONEY SECURITY INTEREST (AS THE TERMS "SECURITY INTEREST" AND "PURCHASE MONEY SECURITY INTEREST" ARE USED IN THE PERSONAL PROPERTY SECURITY ACT (ONTARIO)), AND WILL BE INTERPRETED WITH SIMILAR EFFECT UNDER ANALOGOUS LEGISLATION IN FORCE IN ANY OTHER RELEVANT JURISDICTION. NOTWITHSTANDING THE FOREGOING, IN THE EVENT THE EQUIPMENT WAS FIRST DELIVERED TO YOU IN THE PROVINCE OF QUEBEC, THIS LEASE SHALL CONSTITUTE A LEASING CONTRACT AND, SUBJECT TO YOUR RIGHT TO POSSESS AND USE THE EQUIPMENT IN ACCORDANCE HERewith AND TO YOUR PURCHASE OPTION, IF ANY, OWNERSHIP OF THE EQUIPMENT SHALL REMAIN WITH US.

**17. LANGUAGE:** LES PARTIES AUX PRESENTES CONVIENNENT A CE QUE CE DOCUMENT ET TOUTS AUTRES DOCUMENTS ET COMMUNICATIONS SOIENT REDIGES EN ANGLAIS.

**18. COUNTERPARTS:** THIS LEASE AND ALL OTHER DOCUMENTS PERTINENT TO THIS LEASE MAY BE EXECUTED IN SEVERAL COUNTERPARTS, EACH OF WHICH WHEN SO EXECUTED SHALL BE DEEMED TO BE AN ORIGINAL, AND SUCH COUNTERPARTS SHALL CONSTITUTE ONE AND THE SAME INSTRUMENT AND SHALL BE EFFECTIVE AS OF THE ACCEPTANCE DATE.

LEASE NO: 631297 INITIALS: [1]: \_\_\_\_\_ INITIALS: [2]: \_\_\_\_\_

PREAUTHORIZED DEBIT AGREEMENT		THESE PAYMENTS ARE FOR BUSINESS USE.	VOID CHEQUE ATTACHED:	INITIAL DEBIT AMOUNT:
Account Owner:	Village of Hines Creek	OWNER ADDRESS:	Box 421 Hines Creek, Alberta	
Bank Name & Address:	ATB Financial Box 1450 Fairview, Alberta T1D1A2 - 102 Avenue	ACCOUNT# INFORMATION:	07499 219 1028200-24	
<p>BY SIGNING BELOW, YOU HEREBY AUTHORIZE US TO DEBIT YOUR DESIGNATED BANK ACCOUNT THE AMOUNTS DUE UNDER THIS LEASE BEGINNING ON THE COMMENCEMENT DATE CONTINUING PERIODICALLY UNTIL ALL AMOUNTS PAYABLE THEREUNDER ARE PAID IN FULL OR THIS AUTHORIZATION IS REVOKED. YOU ACKNOWLEDGE THAT THE AMOUNTS MAY VARY DUE TO CHANGES TO ANY INCLUDED INSURANCE PREMIUMS AND/OR TO THE APPLICABLE SALES TAXES, AND YOU AUTHORIZE US TO DEBIT YOUR ACCOUNT IN SUCH CHANGED AMOUNTS. YOU AGREE THAT ANY RENEWAL, AMENDMENT, OR ADJUSTMENT OF THE LEASE WILL RESULT IN AN AUTOMATIC ADJUSTMENT OF THE PAYMENT AMOUNTS AND YOU AUTHORIZE US TO DEBIT ABOVE ACCOUNT IN SUCH ADJUSTED AMOUNTS. <b>YOU EXPRESSLY WAIVE YOUR RIGHT TO PRIOR NOTICE OF ANY DEBIT AND OF ANY ADJUSTMENT TO THE PAYMENT AMOUNTS OR CHANGE TO THE PAYMENT DATE, SUBJECT TO APPLICABLE LAW.</b> YOU WILL NOTIFY US IN WRITING OF ANY CHANGES TO THE ACCOUNT INFORMATION OR OF CANCELLATION OF THIS AUTHORIZATION AT LEAST 15 BUSINESS DAYS PRIOR TO THE NEXT PAYMENT DATE. YOU WILL HOWEVER PROVIDE US WITH ANOTHER AUTHORIZATION IF WE REQUIRE. WE ARE NOT RESPONSIBLE TO NOTIFY YOU IF THE PRE-AUTHORIZED DEBIT WAS REVERSED DUE TO INSUFFICIENT FUNDS OR CHANGES IN THE DESIGNATED ACCOUNT STATUS. YOU ARE RESPONSIBLE FOR ANY CHARGES THAT ARISE FROM THIS SITUATION AND FOR ENSURING THAT YOU REMIT THE REQUIRED PAYMENT THROUGH AN ALTERNATIVE METHOD. YOU MUST CONTACT US TO ARRANGE COVERAGE OF ANY MISSED PAYMENTS. <b>YOU WARRANT THAT ALL PERSONS WHOSE SIGNATURES ARE REQUIRED TO SIGN ON THE DESIGNATED ACCOUNT HAVE SIGNED THIS AUTHORIZATION.</b> YOU MAY CONTACT US AT THE NUMBERS BELOW TO PROVIDE NOTICES, MAKE ENQUIRIES, OBTAIN INFORMATION, OR REIMBURSEMENT WITH RESPECT TO ANY DEBIT THAT IS NOT AUTHORIZED OR DOES NOT COMPLY UNDER THIS AUTHORIZATION. MORE INFORMATION ON YOUR RECOURSE RIGHTS, CANCELLATION FORMS, OR RIGHT TO CANCEL THIS AUTHORIZATION ARE AVAILABLE FROM YOUR FINANCIAL INSTITUTION OR AT <a href="http://WWW.CDNPAY.CA">WWW.CDNPAY.CA</a>.</p>				
<b>MERIDIAN ONECAP CREDIT CORP.</b> SUITE 1500-4710 KINGSWAY, BURNABY BC V5H 4M2 TEL: (604) 646-2200 FAX: (604) 687-7189		(1) AUTHORIZED SIGNATURE OF ACCOUNT OWNER / DATE Hazel Reintjes, Mayor		(2) AUTHORIZED SIGNATURE OF ACCOUNT OWNER / DATE Leanne Walmsley Chief Administrative Officer



**EQUIPMENT LEASE AGREEMENT: THIS LEASE IS MADE BETWEEN MERIDIAN ONECAP CREDIT CORP. ("LESSOR", "WE", "US", AND "OUR") AND THE LESSEE NAMED BELOW ("LESSEE", "YOU", AND "YOUR").**



LESSEE NAME: VILLAGE OF HINES CREEK		VENDOR: HI-TECH BUSINESS SYSTEMS LTD. 10115 - 100TH AVENUE GRANDE PRAIRIE, AB T8V 0V4 (T) 780-538-4128, (F) 780-539-1622		LEASE NUMBER: 631297	
LESSEE ADDRESS: 212 - 10 Street, Hines Creek, AB T0H 2A0		CONTACT NAME/TITLE: Leanne Walmsley CAO		TELEPHONE: (780) 494-3690	
EQUIPMENT DESCRIPTION AND LOCATION (IF DIFFERENT FROM ABOVE): 1 Canon iRC5535i Color MFP c/w all accessories				TERM 42 MONTHS	FREQ MO
				#PMTS 42	PAYMENT BEFORE TAXES \$349.00

**TERMS AND CONDITIONS**

**1. LEASE OF EQUIPMENT:** WE AGREE TO LEASE TO YOU AND YOU AGREE TO LEASE FROM US THE EQUIPMENT ABOVE TOGETHER WITH ALL ACCESSORIES AND ATTACHMENTS (THE "EQUIPMENT"). YOU CANNOT CANCEL THIS LEASE. YOU ACKNOWLEDGE HAVING SELECTED THE VENDOR AND THE EQUIPMENT, AND THAT BOTH MEET ALL OF YOUR REQUIREMENTS.

**2. TERM AND LEASE PAYMENTS:** THIS LEASE COMMENCES ON \_\_\_\_\_ (THE "COMMENCEMENT DATE"), AND ENDS AFTER THE NUMBER OF COMPLETE CALENDAR MONTHS SHOWN AS THE "TERM" ABOVE. YOU WILL PAY US THE NUMBER OF LEASE PAYMENTS FROM THE COMMENCEMENT DATE, WITH ALL SUBSEQUENT LEASE PAYMENTS DUE ON THE FIRST OR FIFTEENTH DAY OF EACH MONTH, WHICHEVER IS CLOSER TO THE COMMENCEMENT DAY. THIS LEASE BECOMES BINDING ON OUR ACCEPTANCE DATE, AND IF THE ACCEPTANCE DATE PRECEDES THE COMMENCEMENT DATE, YOU WILL PAY A PRO-RATA LEASE PAYMENT FOR THE PERIOD BETWEEN THESE DATES. YOU WILL PAY US AN ADMINISTRATION FEE OF \$\_\_\_\_\_ PLUS TAXES. YOUR OBLIGATION TO PAY US ALL AMOUNTS DUE UNDER THIS LEASE IS UNCONDITIONAL AND IS NOT SUBJECT TO ANY REDUCTION, SET-OFF, ABATEMENT, DEFENSE, OR COUNTERCLAIM FOR ANY REASON WHATSOEVER. WHEN AN AMOUNT OWING UNDER THIS LEASE IS NOT PAID WHEN DUE, YOU WILL PAY US A LATE FEE OF \$10.00 FOR EACH MONTH OR PARTIAL MONTH DURING WHICH SUCH AMOUNT IS UNPAID, PLUS INTEREST AT THE RATE OF 18% PER ANNUM CALCULATED AND COMPOUNDED MONTHLY. YOU WILL ALSO PAY US A RETURNED CHEQUE CHARGE OF \$50.00 PLUS TAXES FOR EACH RETURNED CHEQUE OR PRE-AUTHORIZED DEBIT. UNLESS YOU HAVE SIGNED THE PRE-AUTHORIZED DEBIT AGREEMENT ON PAGE 2, YOU AGREE TO PAY US A MONTHLY INVOICING FEE OF \$5.00 PLUS TAXES.

**3. NO WARRANTIES:** WE ARE LEASING THE EQUIPMENT TO YOU "AS IS". WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY, CONDITION, DESIGN, OPERATION, QUALITY, OR FITNESS FOR ANY PURPOSE. ALL EQUIPMENT WARRANTIES FROM THE MANUFACTURER AND/OR VENDOR ARE TRANSFERRED TO YOU. YOU AGREE TO CLAIM ONLY AGAINST SUCH MANUFACTURER OR VENDOR UNDER SUCH WARRANTIES. IN THE EVENT THAT YOU RETURN THE EQUIPMENT TO US, OR WE REPOSSESS THE EQUIPMENT, ALL SUCH WARRANTIES SHALL BE DEEMED TO HAVE TRANSFERRED BACK TO US.

**4. OWNERSHIP:** THE EQUIPMENT IS OUR SOLE PROPERTY AND YOU HAVE NO RIGHT OR TITLE IN THE EQUIPMENT OTHER THAN THE RIGHT TO USE THE SAME AS PERMITTED BY THIS LEASE. YOU MUST KEEP THE EQUIPMENT FREE AND CLEAR OF ALL LIENS, CHARGES, AND CLAIMS OF ANY OTHER PERSON. THE EQUIPMENT MUST NOT BE ATTACHED TO REAL ESTATE IN ANY WAY AND MUST REMAIN MOVEABLE AT ALL TIMES.

**5. MAINTENANCE AND USE, RISK OF LOSS:** YOU WILL: (A) USE THE EQUIPMENT FOR BUSINESS PURPOSES ONLY; (B) BE RESPONSIBLE FOR INSTALLING THE EQUIPMENT; (C) KEEP THE EQUIPMENT IN GOOD REPAIR, CONDITION AND WORKING ORDER AND FURNISH ALL PARTS AND SERVICING REQUIRED; AND (D) CAUSE THE EQUIPMENT TO BE OPERATED CAREFULLY AND IN COMPLIANCE WITH THE MANUFACTURER'S RECOMMENDATIONS AND APPLICABLE LAWS AND REGULATIONS, BY COMPETENT AND QUALIFIED PERSONNEL. YOU MAY NOT ALTER THE EQUIPMENT WITHOUT OUR WRITTEN CONSENT AND ALL ALTERATIONS SHALL IMMEDIATELY BELONG TO US. YOU WILL BEAR THE ENTIRE RISK OF LOSS, DAMAGE, DESTRUCTION, THEFT, OR GOVERNMENTAL TAKING OF THE EQUIPMENT. IF THE EQUIPMENT IS DAMAGED, YOU MUST PROMPTLY NOTIFY US, AND CONTINUE TO PAY LEASE PAYMENTS AND PAY FOR THE COST OF REPAIRS. IF THE EQUIPMENT IS DESTROYED OR DAMAGED BEYOND REPAIR, LOST, STOLEN, OR TAKEN FROM YOU, YOU MUST PROMPTLY NOTIFY US AND IMMEDIATELY PAY US THE LIQUIDATED DAMAGES AS DEFINED IN SECTION 10. THE EQUIPMENT SHALL REMAIN AT THE EQUIPMENT LOCATION AND WE MAY AT ANY TIME INSPECT THE EQUIPMENT AND YOUR MAINTENANCE, INSURANCE, AND TAX RECORDS.

**6. NET COSTS:** YOU WILL PAY ALL COSTS RELATING TO THE EQUIPMENT'S USE, MAINTENANCE OR POSSESSION, INCLUDING ALL TAXES AND ALL CHARGES ARISING IN CONNECTION WITH THE REGISTRATION OR USE OF THE EQUIPMENT. ALL LEASE PAYMENTS AND OTHER AMOUNTS PAYABLE SHALL BE ABSOLUTELY NET TO US, FREE OF ALL EXPENSES. IF YOU FAIL TO PERFORM ANY OBLIGATION HEREUNDER, WE MAY, AS YOUR LAWFUL ATTORNEY, DO SO ON YOUR BEHALF AND YOU MUST REIMBURSE US ON DEMAND FOR OUR COSTS. YOU MUST PAY, WHEN DUE, ALL TAXES AND OTHER CHARGES IMPOSED BY ANY TAXATION AUTHORITY WITH RESPECT TO THE OWNERSHIP, POSSESSION, USE, MAINTENANCE, OR OPERATION OF THE EQUIPMENT. YOU ACKNOWLEDGE THAT THE TAXES ON THE LEASE PAYMENTS ARE STIPULATED BY THE APPLICABLE TAXING AUTHORITIES AND AS SUCH THE AMOUNTS DUE UNDER THIS LEASE MAY VARY FROM TIME TO TIME.

**7. INSURANCE:** YOU AGREE, DURING THE TERM OF THIS LEASE, TO PROVIDE AND MAINTAIN AT YOUR EXPENSE: (A) COMPREHENSIVE ALL RISKS, FULL REPLACEMENT VALUE INSURANCE ON THE EQUIPMENT NAMING US AS FIRST LOSS PAYEE; AND (B) GENERAL PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE, NAMING US AS ADDITIONAL INSURED AND PROVIDING COVERAGE OF AT LEAST ONE MILLION DOLLARS (\$1,000,000) OR HIGHER COVERAGE IF WE REQUIRE IT. ALL INSURANCE POLICIES MUST BE WITH A COMPANY ACCEPTABLE TO US AND MUST PROVIDE THAT THE INSURER GIVES US AT LEAST 30 DAYS WRITTEN NOTICE BEFORE ALTERING OR TERMINATING THE COVERAGE. YOU WILL PROVIDE INSURANCE CERTIFICATES SATISFACTORY TO US. IF YOU DO NOT, YOU AGREE THAT WE HAVE THE RIGHT BUT NOT THE OBLIGATION TO OBTAIN SUCH INSURANCE, IN WHICH EVENT YOU AGREE TO PAY US FOR ALL COSTS THEREOF.

**8. NO LIABILITY; INDEMNITY:** WE SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY PERSONAL INJURY, PROPERTY DAMAGES, LOSS OF BUSINESS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES CAUSED BY OR RELATED TO THE EQUIPMENT, ITS MANUFACTURE, INSTALLATION, FUNCTIONING, OR OPERATION. YOU WILL INDEMNIFY US AGAINST, AND PROTECT US FROM, ALL LOSS, COSTS, LIABILITIES, CLAIMS, LEGAL PROCEEDINGS, AND EXPENSES ARISING IN CONNECTION WITH: THIS LEASE; THE EQUIPMENT; ITS MANUFACTURE, SELECTION, PURCHASE, OWNERSHIP, DELIVERY, INSTALLATION, POSSESSION, USE, MAINTENANCE, LOSS OR RETURN OF THE EQUIPMENT; TAXES; THE EQUIPMENT'S INFRINGEMENT OF ANY PATENT, INDUSTRIAL OR INTELLECTUAL PROPERTY RIGHT; ANY DEFAULT; OR THE EXERCISE BY OUR RIGHTS HEREUNDER.

**9. DEFAULT:** YOU ARE IN DEFAULT UNDER THIS LEASE (A "DEFAULT") IF: (A) YOU FAIL TO PAY ANY AMOUNT DUE UNDER THIS LEASE WITHIN 10 DAYS OF ITS DUE DATE; (B) YOU FAIL TO PERFORM OR COMPLY WITH ANY OTHER TERM, OBLIGATION, OR CONDITION OF THIS LEASE; (C) YOU BECOME INSOLVENT, BANKRUPT, OR MAKE AN ASSIGNMENT FOR THE BENEFIT OF CREDITORS, OR A RECEIVER, TRUSTEE, CONSERVATOR, OR LIQUIDATOR IS APPOINTED WITH OR WITHOUT YOUR CONSENT; (D) YOU DISPOSE OF OR ENCUMBER THE EQUIPMENT OR THIS LEASE, OR ATTEMPT TO DO SO; (E) YOU MAKE A MATERIALLY INCORRECT REPRESENTATION TO US; (F) YOU ARE A CORPORATION AND CONTROL OR BENEFICIAL OWNERSHIP OF YOUR BUSINESS CHANGES FROM THAT WHICH EXISTED AT THE ACCEPTANCE DATE; (G) A WRIT, EXECUTION, ATTACHMENT OR SIMILAR PROCESS IS ISSUED OR LEVIED AGAINST THE EQUIPMENT; (H) YOU CEASE OR THREATEN TO CEASE TO CARRY ON BUSINESS OR MAKE OR PROPOSE TO MAKE ANY SALE OF THE WHOLE OR ANY SUBSTANTIAL PART OF YOUR ASSETS IN BULK OR OTHERWISE OUT OF THE NORMAL COURSE OF BUSINESS; (I) YOU ARE IN DEFAULT UNDER ANY OTHER AGREEMENT WITH US OR ANY OTHER MATERIAL AGREEMENT WITH ANY OTHER PERSON; (J) WE IN GOOD FAITH BELIEVE AND HAVE COMMERCIAL REASONABLE GROUNDS FOR BELIEVING THAT YOUR PROSPECT OF PAYING LEASE PAYMENTS OR PERFORMING YOUR OBLIGATIONS IS OR IS ABOUT TO BE IMPAIRED OR PLACED IN JEOPARDY, AND/OR (K) A GUARANTOR OF YOUR OBLIGATIONS DISPUTES OR ATTEMPTS TO TERMINATE THE GUARANTEE OR BECOMES SUBJECT TO ANY OF THE EVENTS IN CLAUSES (B), (C), (D), (E), (F), (G), (H), (I), AND/OR (J) OF THIS SECTION.

**10. EFFECT OF DEFAULT; DAMAGES:** UPON ANY DEFAULT AND IN ADDITION TO OUR OTHER RIGHTS AND REMEDIES UNDER THIS LEASE AND OTHERWISE AVAILABLE AT LAW OR IN EQUITY: (A) YOU WILL PAY US AS LIQUIDATED DAMAGES, AND NOT AS A PENALTY, AN AMOUNT (THE "LIQUIDATED DAMAGES") EQUAL TO THE TOTAL OF: (I) ALL AMOUNTS UNPAID AS OF THE DATE OF THE DEFAULT, AND (II) THE PRESENT VALUE (CALCULATED AT AN INTEREST RATE OF THREE PERCENT (3%) PER ANNUM CALCULATED AND COMPOUNDED MONTHLY) OF: (A) THE REMAINING LEASE PAYMENTS PAYABLE FROM THE DATE OF DEFAULT TO THE END OF THE TERM, AND (B) AMOUNTS OTHERWISE PAYABLE UNDER THE LEASE TO THE END OF THE TERM, AND (C) THE GREATER OF THE PURCHASE PRICE FOR THE EQUIPMENT PURSUANT TO ANY END OF TERM FAIR MARKET VALUE OR FIXED PRICE PURCHASE OPTION AND THE AMOUNT OF ANY RESIDUAL INTEREST WHICH WE MAY HAVE IN EQUIPMENT, AND (III) ANY ENFORCEMENT COSTS WE INCUR, (IV) INTEREST THEREON FROM THE DATE OF DEFAULT UNTIL PAYMENT IN FULL, AND (V) ALL APPLICABLE TAXES; (B) UPON OUR DEMAND, YOU WILL, AT YOUR EXPENSE, RETURN THE EQUIPMENT TO US PURSUANT TO SECTION 11 AS THOUGH THE TERM HAD EXPIRED; (C) WE MAY, IMMEDIATELY AND WITHOUT NOTICE TO YOU OR RESORT TO LEGAL PROCESS, DISABLE OR REPOSSESS THE EQUIPMENT PURSUANT TO SECTION 11 AS THOUGH YOU HAD FAILED TO SURRENDER SUCH EQUIPMENT WHEN REQUIRED TO DO SO; (D) YOUR RIGHTS HEREUNDER IN RESPECT OF THE EQUIPMENT WILL CEASE AND TERMINATE ABSOLUTELY WITHOUT LIMITING YOUR LIABILITY OR OBLIGATIONS HEREUNDER; AND (E) WE MAY BY NOTICE IN WRITING TERMINATE THIS LEASE OR ANY OTHER AGREEMENT WE MAY HAVE WITH YOU.

(CONT'D ON PAGE 2)

<b>THIS LEASE SHALL NOT BECOME BINDING UPON US UNTIL WE HAVE ACCEPTED AS FOLLOWS:</b> <b>MERIDIAN ONECAP CREDIT CORP.</b> 206 5718 - 1A STREET SW, CALGARY AB T2H 0E8 TEL: (403) 217-5619 / FAX: (403) 217-5629 GST/HST REGISTRATION # 773091293 RT0001		YOU HAVE READ, UNDERSTAND, AND ACCEPT THIS LEASE, INCLUDING THE ABOVE <b>TERMS AND CONDITIONS</b> , AND HEREBY AFFIRM THAT YOU ARE AUTHORIZED TO EXECUTE THIS LEASE. YOU AGREE THAT A FACSIMILE COPY OF THIS LEASE WITH YOUR FACSIMILE SIGNATURES AND OUR ORIGINAL SIGNATURE SHALL CONSTITUTE THE ORIGINAL OF THIS LEASE FOR ALL PURPOSES, AND SHALL BE ADMISSIBLE AS EVIDENCE OF THIS LEASE. YOU FURTHER CONFIRM: (1) THAT YOU HAD INSPECTED AND RECEIVED THE EQUIPMENT IN SATISFACTORY CONDITION NOT MORE THAN TEN (10) DAYS PRIOR TO THE DATE YOU EXECUTE THIS LEASE; (2) THAT THERE ARE NO MAINTENANCE, SERVICE, OR OTHER AGREEMENTS WHICH ATTACH TO THIS LEASE; (3) THAT WE ARE NOT AN AGENT OF THE VENDOR, NOR THE MANUFACTURER, OR THE DISTRIBUTOR; (4) THAT THE ESSENTIAL ELEMENT OF THIS LEASE IS EQUIPMENT LEASING ONLY; AND (5) THAT YOU AUTHORIZE US TO PAY THE VENDOR FOR THE EQUIPMENT AND TO COMMENCE THIS LEASE ON THE DATE THAT WE SHALL ESTABLISH.	
AUTHORIZED SIGNATURE / NAME / TITLE / ACCEPTANCE DATE		[1] LESSEE AUTHORIZED SIGNATURE / NAME / TITLE / DATE	
[2] LESSEE AUTHORIZED SIGNATURE / NAME / TITLE / DATE		[2] LESSEE AUTHORIZED SIGNATURE / NAME / TITLE / DATE	

*Hazu Runtjes, Mayor*

*Leanne Walmsley  
Chief Administrative Officer*

SFC6 - Feb-2018