



TLC Office Systems

OPERATING COST ANALYSIS FOR TITUS COUNTY

CURRENT OPERATING COST:

Lease Agreement Number 016-0746289-001..... \$ 286.59

Equipment under this lease Agreement:

Location:	Model:	Serial Number:	EQ. ID#:
• Tax Assessor	Sharp MX-C402SC	35157668	L1699

Lease Agreement Number 016-0746289-000..... \$1,677.52

Equipment under this lease agreement:

Location:	Model:	Serial Number:	EQ.ID#:
• Auditor	Sharp MX-3100N	85056159	T0447
• Judge Lee's Office	Sharp MX-3100N	85056289	L1310
• Treasurer	Sharp MX-3100N	85055709	T0474
• County Atty.	Sharp MX-2610N	15066166	L1590
• JP #2 Judge Dyke	Sharp MX-2610N	15064346	L1589
• Maintenance Barn	Sharp MX-B402	09005807	L1588

Equipment under Maintenance agreement but not included in Lease 016-0746289-000:

Location:	Model:	Serial Number:	EQ.ID#:
• Dist. Judge-Ralston	Sharp MX-317	75051439	L1154
• Veterans Office	Sharp ARM-207	73079634	L1102
• Elections Admin	Sharp ARM-355	6505683X	L1282
• DPS Weigh	Sharp ARM-207	73079514	L1132
• Juvenile Probation	Sharp ARM-355	6505903X	L1277
• Business Manager	Sharp MX-B402	35034483	L1642
• JP 1, 3 and 4	Sharp MX-2310	15036116	L1561
• District Clerk	Sharp MX-4141	45011105	L1942
• County Clerk	Sharp MX-B402SC	45001055	L1943
• County Clerk	Sharp MX-M283N	05007329	H1261
• Tax Assessor	Sharp MX-C402SC	35157668	L1699

Images covered under this agreement:

- 1,200 Color Images
- 20,000 B/W Images

Total Current Operating Cost..... \$1,964.11*

*Overages not included in operating cost

PROPOSED OPERATING COST:

SHARP

3/16/2016

Other Locations in Texas to serve you: Houston, Angleton, Woodlands Austin, Longview, Texarkana and Tyler



TLC Office Systems

New Lease Agreement.....\$1,900.10

Equipment under this lease agreement:

Location:	Model:	
• Tax Assessor	Sharp MX-C402SC	NEW
• Auditor	Sharp MX-3050N	NEW
• Judge Lee's Office	Sharp MX-3050N	NEW
• Treasurer	Sharp MX-3050N	NEW
• County Atty.	Sharp MX-3050N	NEW
• JP #2 Judge Dyke	Sharp MX-3050N	NEW
• Maintenance Barn	Sharp MX-B402SC	NEW

Equipment under Maintenance agreement but not included in Lease:

Location:	Model:	Serial Number:	EQ.ID#:
• Dist. Judge-Ralston	Sharp MX-2610N	15066166	L1590
• Veterans Office	Sharp MX-402	09005807	L1588
• Elections Admin	Sharp MX-2610N	15064346	L1589
• DPS Weigh	Sharp ARM-207	73079514	L1132
• Juvenile Probation	Sharp MX-C402SC	35157668	L1699
• JP	Sharp ARM-237	6504746Y	L1030
• Business Manager	Sharp MX-B402	35034483	L1642
• JP 1, 3 and 4	Sharp MX-2310	15036116	L1561
• District Clerk	Sharp MX-4141	45011105	L1942
• County Clerk	Sharp MX-B402SC	45001055	L1943
• County Clerk	Sharp MX-M283N	05007329	H1261

Images covered under this agreement:

- 1,200 Color Images
- 20,000 B/W Images

Total Current Operating Cost.....\$1,900.10*

*Overages not included in operating cost

SHARP

3/16/2016

Other Locations in Texas to serve you: Houston, Angleton, Woodlands Austin, Longview, Texarkana and Tyler

TLC Office Systems Corporation

Service, IT Service and Supply Agreement Terms and Conditions

1. This agreement shall remain in effect for the terms indicated on the reverse side of this document and is non-cancellable. The base rate shall remain in effect for the term of this agreement, however, coverage charges are subject to change during the term of this agreement, without notice. This agreement shall become effective only upon acceptance and receipt of payment by TLC. This agreement will continue to renew until cancelled with a 30-day written notice, by customer or TLC.

2. TLC Program - TLC Office Systems will provide, without additional charge, parts which have been broken or worn through normal use necessary for servicing and maintenance adjustments. TLC Office Systems will provide, without additional charge, labor necessary to replace aforementioned parts. TLC Office Systems will provide, without additional charge, toner, fuser oil, toner waste containers and developer, the base number of impressions per quarter (based on 8.5 x 11 copies, 8 % fill). Photoreceptor drums are included. Supply delivery charges covered by this agreement and will be billed to the customer.

Full Service Program - TLC Office Systems will provide, without additional charge, parts which have been broken or worn through normal use necessary for servicing and maintenance adjustments. TLC Office Systems will provide without additional charge, labor necessary to replace aforementioned parts. Photoreceptor drums are included. Supplies are not included.

Standard Service Program - TLC Office Systems will provide, without additional charge, parts which have been broken or worn through normal use and are necessary to replace for servicing and maintenance adjustments. TLC Office Systems will provide without additional charge, labor to replace aforementioned parts. Photoreceptor drums are not included. Supplies are not included.

3. Parts damaged by misuse or carelessness will be charged to the customer in accordance with the TLC Office Systems parts price list. Parts to replace such parts may also be charged at the rates prevailing at the time such misuse or carelessness occurs.

4. All calls under this Agreement will be made during normal business hours (8 A.M. - 5 P.M. Monday through Friday) on the customer's premises at the address shown for the equipment described on the reverse side hereof. Should the equipment be moved to a more distant zone, the increase in the base rate. Customer agrees not to move the equipment without the consent of TLC Office Systems. Service calls required during normal business hours will be billed for labor only at the prevailing rate.

5. This Agreement shall not apply to repairs made necessary by accident, misuse, abuse, neglect, theft, riot, vandalism, electrical power outage, water, unauthorized supplies or other casualty or to repairs made necessary by service personnel other than those employed directly by TLC Office Systems. Service calls, or networking fees generated as a result of printing or scanning malfunctions when the copier/printer is networked to a computer workstation or network is not covered under this agreement unless the malfunction is caused by a component failure in the copier/printer. Charges for repairs or replacement due to such aforementioned conditions shall be borne solely by the Customer.

6. Under this Agreement, the Customer agrees to be responsible for keeping the copier replenished with the appropriate toner, fuser oil, liquid toner and dispersant, disposal containers, liquid toner and dispersant. Service calls necessitated by the Customer's failure to replenish these supplies will not be covered under this agreement and shall be billed to the Customer at the prevailing labor rate. Labor for required developer exchanges (dry toner) is covered as a maintenance item under this Agreement.

7. This Agreement does not include any applicable Federal, State or Local taxes. Any and all such taxes levied or imposed, now or hereafter, by any government authority shall be paid by the customer, in accordance with the law.

8. This Agreement covers only the equipment purchased from TLC as part of this agreement.

9. This Agreement is not transferable by the Customer except with the written consent of TLC Office Systems.

10. This Agreement (consisting of the face and reverse sides of this sheet) constitutes the entire agreement between the Customer and TLC Office Systems with respect to furnishing of TLC Office Systems Service.

11. This Agreement shall be deemed fully executed and performed in the State of Texas, County of Harris, and shall be governed by and construed in accordance with the laws thereof. In any action, proceeding or appeal on any matter related to or arising out of this Agreement, the Customer and TLC Office Systems shall be subject to the personal jurisdiction of the State of Texas, County of Harris, including any federal or state court therein, and all court rules thereof and shall accept venue in any federal or state court in Texas.

12. Facsimile equipment and Laser Printers shall be covered under Standard Service Agreement.

13. Inspections shall be necessary on equipment currently not under service Agreement. Service Agreement shall only be put in effect with the written authorization of TLC technicians minimal criteria.

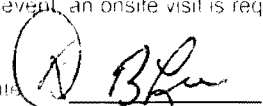
14. Prices are subject to change on term anniversaries, to reflect cost of living changes or age of equipment.

15. IT Network Connectivity consists of installation and configuration for up to five workstations per multi-functional machine itemized on the reverse side. Each additional workstation will be billed at an additional rate. Maintenance agreement will cover network installation for 30 days from date of installation. Any changes or additions after this date will be billed at an hourly service charge, unless issue is a result of hardware failure in the referenced imaging system.

16. IT Insurance Service Plan covers unlimited remote IT support in regards to referenced copier, after the initial 30 day setup period. Service Agreement will cover unlimited IT support for changes or additions, after the installation period, via remote access. In the event an onsite visit is required, it will be billed with a twenty five percent discount off the standard hourly service charge.

I have read and agreed to the terms and conditions as itemized above.

Initial & date

A handwritten signature and initials, possibly "N B Lu", are written over a horizontal line.



TLC Office Systems

Customer Name and Address

TITUS COUNTY

105 W. 1ST

MT. PLEASANT, TX. 75455

Remit to

TLC Office Systems

8711 Fallbrook

Houston TX 77064

713-696-3900

713-696-1820 Fax

Contact

JUDGE BRANDON LEE

Phone

903-577-6793

Account #

ID #

Beginning Meter

Model 1-MXB402SC SN:

5-MX-3050N SN

1-MX-C402SC SN:

Type of Agreement

TLC

Full Service

Standard Service

Base Amount

ADD TO EXISTING MA

Quarterly

Annually

Monthly

B/W Images Included

N/A

Quarterly

Annually

Monthly

Color Images Included

N/A

Quarterly

Annually

Monthly

Coverage Rates

Black / White Meter Charge

per image

QTR YR

Color Meter Charge

per image

QTR

If Annual = 1 year or

images, whichever occurs first

IT Insurance Plan: \$10 per machine per month

Yes

No

Authorized Customer Signature

Brandon P. Lee

Title

Titus Co Judge

Authorized TLC Office Systems Signature

Title

Agreement to begin

at install

20 16

Agreement to End

co-term with lease

20 21

REMOVE THE FOLLOWING MACHINES FOR THE MA AGREE MX-3100N ID# T0447 L1310, T0474 ARM-317 ID# L1134, ARM-207 ARM-355 ID# L1282 AND ID# L1277

If equipment under a lease agreement, maintenance must be maintained by TLC for the term of the lease.

Please see reverse side for terms and conditions. This Agreement becomes valid upon receipt of payment.

ADDITIONAL TERMS AND CONDITIONS

AGREEMENT. You want us to provide you the equipment referenced herein, excluding equipment marked as not financed under this Agreement ("Equipment") and you agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement will begin on the date the Equipment is delivered to you or any later date we designate. We may charge you a reasonable fee to cover documentation and investigation costs. If any amount payable to us is not paid when due, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six (\$26.00) dollars; or 2) the highest lawful charge, if less. Any security deposit will be commingled with our assets, will not earn interest, and will be returned at the end of the term, provided you are not in default. If an advance payment is required, the amount exceeding one payment shall be applied to the last payment(s) during the term or any renewal term.

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.

IMAGE CHARGES AND OVERAGES. You are entitled to make the total number of images shown under Monthly Image Allowance Per Machine (or Total Consolidated Monthly Image Allowance, if applicable) each month during the term of this Agreement. If you make more than the allowed images in any month, you will pay us an additional amount equal to the number of the excess images made during such month multiplied by the applicable Excess Per Image Charge. Regardless of the number of images made in any month, you will never pay less than the Base Payment Amount. You agree to provide us with the actual meter readings on any business day of each month as designated by us, provided that we may estimate the number of images used if such meter readings are not received within five days after being requested. We will adjust the estimated charge for excess images upon receipt of actual meter readings. You agree that the Base Payment Amount and the Excess Per Image Charges may be proportionately increased at any time if our estimated average page coverage is exceeded. At the end of the first year of this Agreement and once each successive twelve-month period, the Base Payment Amount and the Excess Per Image Charges may be increased by a maximum of 10% of the then existing payment or charge. Images made on equipment marked as not financed under this Agreement will be included in determining your image and overage charges.

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. You agree that you will not take the Equipment out of service and have a third party pay (or provide funds to pay) the amounts due hereunder. You will comply with all laws, ordinances, regulations, requirements and rules relating to the use and operation of the Equipment.

SERVICES/SUPPLIES. 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. You agree that you will look solely to us for performance under any such arrangement and for the delivery of any applicable supplies.

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.

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. In no event will we be liable for any consequential or indirect damages.

INSURANCE. You agree to maintain comprehensive 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 of your intent to return the Equipment at least 60 days prior to the End Date, and b) you timely return the Equipment to the location designated by us, at your expense. 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 AND REMEDIES. If you do not pay any sum within 10 days after its due date, or if you breach any other term of this Agreement or any other agreement with us, 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, both discounted at 4% per annum. We may also use all other legal remedies available to us, including disabling or repossessing the Equipment. You agree to pay all our costs and expenses, including reasonable attorney fees, incurred in enforcing this Agreement. You also agree to pay interest on all past due amounts, from the due date, at 1.5% per month.

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 original of this Agreement shall be that copy which bears your facsimile or original signature, and which bears our original signature. If a court finds any provision of this Agreement unenforceable, the remaining terms of this Agreement shall remain in effect. You authorize us to either insert or correct the Agreement number, serial numbers, model numbers, beginning date, and signature date. All other modifications to the Agreement must be in writing signed by each party.

(X)

3-28-16

Date



TLC OFFICE SYSTEMS
 8711 Fallbrook
 Houston, TX 77064
 713-695-3900

Sales Order

Invoice No

Date	Quantity	Category	Description	Quantity	Price	Amount
3/16/16	0			CARY EVANS		

SHIP TO	Customer Number	New	BILL TO	Customer Number	Notes
Name	TITUS COUNTY		Name	TITUS COUNTY	
Address	105 W. 1ST		Address	105 W. 1ST	
City/State	MT. PLEASANT, TX. 75455		City/State	MT. PLEASANT, TX. 75455	
Contact	JUDGE BRANDON LEE <i>Brandon Lee</i>		Contact	JUDGE BRANDON LEE <i>Brandon Lee</i>	
Phone	903-577-6793		Phone	903-577-6793	
Shipping Instructions			Shipping Instructions		

THE BUYER AGREES TO ACCEPT AND PAY FOR THE FOLLOWING EQUIPMENT

Item #	Qty	Description	Unit Price	Total
MX-3050N	5	COLOR MFP		INCLUDED
MXDE27	5	4 X 500 SHEET PAPER TRAYS		
MXFX15	5	FAX KIT		
MXPX13	5	PSOT SCRIPT		
MX-B402SC	1	B/W MFP		
MXCSX1	1	500 Sheet Paper Tray		
MXCSX2	1	500 Sheet Paper Tray		
MXCSX2	1	500 Sheet Paper Tray		
MXFXX3	1	FAX KIT		
MX-C402SC	1	COLOR MFP		
MXCSX1	1	500 Sheet Paper Tray		
MXCSX2	1	500 Sheet Paper Tray		
MXCSX2	1	500 Sheet Paper Tray		
MXFXX3	1	FAX KIT		
SS15-TN	7	SURGE PROECTOR		
	*	AGREEMENT INCLUDES TERMINATION OF CURRENT LEASE		
		NUMBER 016-0746289-000 AND 001		

ADD THESE MACHINES TO EXISTING MA. 20,000 B/W IMAGES INLCUDED 1,200 COLOR. TITUS COUNTY WILL RETAIN FULL OWNERSHIP OF THE FOLLOWING MACHINES: SHARP MX-2610N ID# L1590, AND L1589. SHARP MX-402 ID#: L1588. SHARP MX-C402SC ID#: L1699 <i>TLC will send back Exp. Back to lending company after End of lease</i>	Sub Total	
	State Tax	
	Federal Tax	
	Total	
	Balance due on Delivery	SEE LEASE

Terms: The TLC Office Systems equipment listed above is provided under the Office Systems standard terms, which may be found on our website. The equipment is provided under the terms of this agreement until our data protection is completed. In the event Buyer defaults in payment, the Buyer will be liable for the payment of any fees, charges, and penalties, and will be liable for the return of the equipment. Optional Maintenance Agreement is available upon expiration of the warranty. General terms and conditions of our standard agreement are available separately. This is a BINDING ORDER not subject to cancellation. This order cannot be changed, except in writing by a TLC OFFICE SYSTEMS official.

Brandon P. Lee

 Brian Lee

 Date: 3-28-16

Printed Name:

Date: