



**CANON FINANCIAL SERVICES, INC.** ("CFS")  
Remittance address: 14904 Collections Center Drive  
Chicago, Illinois 60693 (800) 220-0200

## MUNICIPAL FINANCE AGREEMENT

CFS 1045 (03/15) FOR APPLICATION 958618

Remittance address: 14904 Collections Center Drive Chicago, Illinois 60693 (800) 220-0200		<b>MUNICIPAL FINANCE AGREEMENT</b>		AGREEMENT NUMBER
		CFB 1045 (03/15) FOR APPLICATION NO 95860-6		
CUSTOMER (FULL LEGAL NAME) <b>WILLIAM S HART UNION HIGH SCHOOL DISTRICT</b>		DBA	PHONE (Customer) (661) 259-0033	
BILLING ADDRESS 21380 Centre Pointe Parkway		CITY Santa Clara	COUNTY Los Angeles	STATE ZIP CA 91350
EQUIPMENT ADDRESS 21380 Centre Pointe Parkway		CITY Santa Clara	COUNTY Los Angeles	STATE ZIP CA 91350
<b>EQUIPMENT INFORMATION</b>				<b>NUMBER AND AMOUNT OF PAYMENTS</b>
Quantity	Serial Number	Make/Model/Description	Number of Payments	Total Payment *
			60	27,000.00
See Equipment Schedule A				
Term (in months) 60 Payment Frequency X Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other				* Plus Applicable Taxes

**THIS AGREEMENT AND THE ADDENDUM FOR APPLICATION #958678 IS EFFECTIVE ONLY UPON SIGNING BY BOTH PARTIES.**  
**THIS AGREEMENT IS NON-CANCELABLE BY CUSTOMER EXCEPT AS DESCRIBED IN THE FISCAL FUNDING PROVISION HEREIN. CUSTOMER**  
**REPRESENTS THAT ALL ACTION PROMPTED TO AUTHORIZE THE EXECUTION OF THIS AGREEMENT ON BEHALF OF CUSTOMER IS**

THE FOLLOWING SIGNATORIES HAS BEEN TAKEN

<p><b>ACCEPTED</b></p> <p><b>CANON FINANCIAL SERVICES, INC.</b></p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>The following signatures will appear on the equipment:</p>	<p><b>AUTHORIZED CUSTOMER SIGNATURE</b></p> <p>By X _____ Title: _____</p> <p>Printed Name: _____</p> <p>By X _____ Title: _____</p> <p>Printed Name: _____</p>
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**ACCEPTANCE CERTIFICATE**

To: Canca Financial Services, Inc. [CFS]

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To: Cancan

AUTHORIZED CUSTOMER

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Printed 2021

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Private Note

**ACCEPTANCE**

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## **TERMS AND CONDITIONS**

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| <p><b>1. AGREEMENT:</b> CFS leases to Customer, a [state name or political subdivision or agency] of [State name] with its chief executive office at [Address].</p> <p>200, Mount Laurel, New Jersey 08054, all the equipment described above, together with all replacement parts and substitutions for and additions to all such equipment (the "Equipment"), upon the terms and conditions set forth in this Municipal Finance Agreement ("Agreement"). The amount of each Payment is based on the supplier's best estimate of the cost of the Equipment, upon the terms and conditions set forth in this Agreement. Such Payments will be adjusted upward or downward if the actual total cost of the Equipment including any sales or use tax, is more or less than the estimate and, in that event, Customer authorizes CFS to adjust such Payments by up to fifteen percent (15%).</p> <p><b>2. AGREEMENT PAYMENTS:</b> Customer agrees to pay to CFS, as invoices, during the term of this Agreement, (a) the Payments specified (i) under "Number and Amount of Payments" above and/or (ii) on Schedule 1 attached hereto and (b) such other amounts permitted hereunder as invoiced by CFS (all such amounts, the "Payments").</p> <p><b>3. APPLICATION OF PAYMENTS:</b> All Payments received by CFS from Customer under this Agreement will be applied to amounts due and payable hereunder chronologically, based on the date of CFS' charge shown on the invoice for each such amount and among amounts having the same date in such order as CFS, in its discretion, may determine.</p> <p><b>4. TERM OF AGREEMENT:</b> The term of this Agreement shall commence on the date the Equipment is delivered to Customer, provided Customer executes CFS' Acceptance Certificate or otherwise accepts the Equipment as specified in this Agreement. The term of this Agreement shall end, unless sooner terminated (i) by CFS after an event of default or (ii) pursuant to Paragraph 6 (Fiscal Funding), when all amounts required to be paid by Customer under this Agreement have been paid in full. Except as set forth herein, Customer has no right to return the Equipment to CFS.</p> <p><b>5. NO CFS WARRANTIES: CUSTOMER ACKNOWLEDGES THAT CFS IS NOT A MANUFACTURER, DEALER, OR SUPPLIER OF THE EQUIPMENT. CUSTOMER AGREES THAT THE EQUIPMENT IS LEASED "AS IS" AND IS OF A SIZE, DESIGN AND CAPACITY SELECTED BY CUSTOMER. CFS HAS MADE NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE SUITABILITY OR DURABILITY OF THE EQUIPMENT, THE ABSENCE OF ANY CLAIM OF INFRINGEMENT OR THE LIKE, OR ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Any warranty with respect to the Equipment made by the supplier, dealer, or manufacturer is separate from, and is not a part of, this Agreement and shall be for the benefit of CFS, Customer, and CFS' purchaser or assignee, if any. So long as Customer is not in breach or default of this Agreement, CFS assigns to Customer, solely for the purpose of making and prosecuting any such claim, the rights if any, which CFS may have against the supplier, dealer, or manufacturer for breach of warranty or other representation respecting any item of Equipment; provided that the scope and limitations of any such warranty shall be the same as set out in any agreement between Customer and such supplier, dealer or manufacturer or as otherwise specified in warranty materials from such supplier, dealer or manufacturer and shall not include any implied warranties arising solely from CFS' acquisition of the Equipment. CUSTOMER ACKNOWLEDGES AND AGREES THAT NEITHER THE SUPPLIER NOR ANY DEALER IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OF THIS AGREEMENT, OR MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THIS AGREEMENT OR THE EQUIPMENT ON BEHALF OF CFS.</b></p> <p><b>6. FISCAL FUNDING:</b> The Customer warrants that it has funds available to pay Payments payable pursuant to this Agreement until the end of its current appropriation period and warrants that it presently intends to make Payments in each appropriation period from now until the end of this Agreement. The officer of the Customer responsible for preparation of Customer's annual budget shall request from its legislative body or funding authority funds to be paid to CFS under this Agreement. If notwithstanding the making in good faith of such request in accordance with appropriate procedures and with the exercise of reasonable care and diligence, such legislative body or funding authority does not appropriate funds to be paid to CFS for the Equipment, Customer may, upon prior written notice to CFS, effective upon the exhaustion of the funding authorized for the then current appropriation period, return the Equipment to CFS, at Customer's expense and in accordance with this Agreement, and thereupon, Customer shall be released of its obligation to make Payments to CFS due thereafter and the right in the Equipment shall be vested in CFS; provided (1) the notice is accompanied by payment of all amounts then due to CFS under this Agreement; and (2) Customer executes a bill of sale and other documents requested by CFS to evidence the return of title in the Equipment to CFS. In the event Customer returns the Equipment pursuant to the terms of this Agreement, CFS shall retain all sums paid by Customer. Customer's Payment obligations under this Agreement in any fiscal year shall constitute a current expense of Customer for such fiscal year, and shall not constitute indebtedness at a multiple fiscal year obligation of Customer under Customer's state constitution, state law, or home rule charter. Nothing in this Agreement shall constitute a pledge by Customer of any taxes or other monies, other than as appropriated for a specific fiscal year for this Agreement and the Equipment.</p> <p><b>7. ACCEPTANCE; DELIVERY:</b> Customer's execution of the Acceptance Certificate, or Customer's provision to CFS of other confirmation of its acceptance of the Equipment, shall conclusively establish that the Equipment has been delivered to and accepted by Customer for all purposes of this Agreement and Customer may not for any reason revoke that acceptance; however, if Customer has not, within ten (10) days after delivery of the Equipment, delivered to CFS written notice of non-acceptance of any of the Equipment, specifying the reasons therefore and specifically referencing this Agreement, Customer shall be deemed to have irrevocably accepted the Equipment. CFS is the lessor and Customer is the lessee of the Equipment under this Agreement. As between CFS and Customer only, this Agreement shall supersede any Customer purchase order in its entirety. Customer agrees to waive any right of specific performance of this Agreement and to hold CFS harmless from damages if for any reason the Equipment is not delivered as ordered. If the Equipment is unsatisfactory or if CFS does not execute this Agreement, Customer agrees that any delay in delivery of the Equipment shall not affect the validity of this Agreement.</p> <p><b>8. LOCATION; LIENS; NAMES; OFFICES:</b> Customer shall not move the Equipment from the location specified herein except with the prior written consent of CFS. Customer agrees that it will keep the Equipment free and clear of all liens and fees other than those created as a result of this Agreement. Customer's legal name (as set forth in its constituent documents filed with the appropriate governmental office or agency) is set forth herein. Upon request, Customer will deliver to CFS certified copies thereof. The chief executive office of Customer is located at the address set forth herein. Customer will not change its name or the location of its chief executive office unless CFS has been given at least 30 days prior written notice thereof and Customer has executed and delivered to CFS such financing statements and other instruments required or appropriate.</p> <p><b>9. USE; FINANCING STATEMENTS:</b> Customer shall comply with all laws or regulations relating to the use or maintenance of the Equipment. Customer shall put the Equipment only to the use contemplated by the manufacturer of such Equipment. Customer authorizes CFS (and any third party lending service designated by CFS) to execute and file, (a) financing statements evidencing the interest of CFS in the Equipment, (b) continuation statements in respect thereto, and (c) amendments (including forms containing a broader description of the Equipment than the description set forth herein) and Customer irrevocably waives any right to notice thereof.</p> <p><b>10. INDEMNITY:</b> Customer agrees to reimburse CFS for and to defend CFS against any claim for losses or injury caused by the Equipment. This Section shall survive termination of this Agreement.</p> | <p style="text-align: center;"><b>TERMS AND CONDITIONS</b></p> |
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**11. MAINTENANCE; ALTERATIONS:** Customer will keep and maintain the Equipment in good working order and shall, at Customer's expense, supply and install all replacement parts and accessories when required to maintain the Equipment in good working condition. Customer shall not, without the prior written consent of CFS, make any changes or substitutions to the Equipment. Any and all replacement parts, accessories, authorized changes and/or substitutions for the Equipment shall become part of the Equipment and subject to the terms of this Agreement.

**12. TAXES; OTHER FEES AND CHARGES; CUSTOMER SHALL PAY AND DISCHARGE WHEN DUE ALL LICENSE AND REGISTRATION FEES, ASSESSMENTS, SALES, USE, PROPERTY AND OTHER TAXES, AND OTHER EXPENSES AND CHARGES,** together with any applicable penalties, interest, and administrative fees now or at any time imposed upon any item of the Equipment, the Payments payable under this Agreement, or Customer's performance or non-performance of its obligations hereunder, whether payable by or assessed to CFS or Customer, in connection with the payment of any fees, assessments, taxes, expenses or charges by Customer as required by this Agreement, upon CFS' request. Customer shall provide CFS with evidence of such payment, such evidence to be satisfactory to CFS in its sole discretion. If Customer fails to pay any fees, assessments, taxes, expenses, or charges as required by the Agreement, CFS shall have the right but not the obligation to pay those fees, assessments, taxes, expenses, or charges. If such payments are made by CFS, Customer shall promptly reimburse CFS, upon demand, for all such payments made plus administration fees and costs, if any, including a processing fee not to exceed \$50 per year per item of Equipment which is subject to property tax and for which CFS is required to pay such tax. Customer agrees that CFS has not, and will not, render tax advice to Customer and that the payment of such taxes is an administrative act. **ON THE DATE OF THE FIRST SCHEDULED PAYMENT AND THE DATE OF THE FIRST SCHEDULED PAYMENT AFTER THE ADDITION OF ANY EQUIPMENT, CUSTOMER SHALL PAY TO CFS AN ADMINISTRATIVE FEE, IN THE AMOUNT OF \$65, TO REIMBURSE CFS FOR ITS ADMINISTRATIVE AND RECORDING COSTS.**

**13. INSURANCE:** Customer, at its sole cost and expense, shall obtain, maintain and pay for (a) insurance against the loss, theft, or damage to the Equipment for the full replacement value thereof, and (b) comprehensive public liability and property damage insurance. All such insurance shall provide for a deductible not exceeding \$5,000 and be in form and content, and with companies satisfactory to CFS. Each insurer providing such insurance shall name CFS as additional insured and loss payee and provide CFS thirty (30) days written notice before the policy in question shall be materially altered or canceled. Customer shall pay the premiums for such insurance, shall be responsible for all deductible portions thereof, and shall deliver certificates or other evidence of insurance to CFS. The proceeds of such insurance, at the option of CFS, shall be applied to (a) replace or repair the Equipment, or (b) pay CFS the "Remaining Lease Balance." For purposes of this Agreement, the "Remaining Lease Balance" shall be the sum of: (i) all amounts then owed by Customer to CFS under this Agreement; (ii) the present value of all remaining Payments for the full term of this Agreement; plus (iii) any applicable taxes, expenses, charges and fees. For purposes of determining present value under this Agreement, Payments shall be discounted at 6% per year. Customer hereby appoints CFS as Customer's attorney-in-fact to make claim for, receive payment of, and execute and endorse all documents, checks, or drafts for any loss or damage under any such insurance policy. If within ten (10) days after CFS' request, Customer fails to deliver satisfactory evidence of such insurance to CFS, then CFS shall have the right, but not the duty, to obtain insurance with respect to the Equipment satisfactory to CFS, at the expense of the Customer. Customer hereby agrees that CFS shall be entitled to retain any fees earned by it in connection with any insurance obtained under this Agreement.

**14. LOSS DAMAGE:** Customer assumes and shall bear the entire risk of loss, theft, or damage to the Equipment from any cause whatsoever, effective upon delivery to Customer. No such loss, theft or damage shall relieve Customer of any obligation under this Agreement. In the event of damage to any item of Equipment, Customer shall immediately repair such damage at Customer's expense. If any item of equipment is lost, stolen, or damaged beyond repair, Customer, at the option of CFS, will (a) replace the same with the equipment in a condition acceptable to CFS (such replacement equipment will become "Equipment" subject to the terms of this Agreement, including without limitation the security interest granted to CFS under this Agreement), or (b) pay CFS the Remaining Lease Balance.

**15. DEFAULT:** Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) if Customer defaults in the payment when due of any indebtedness of Customer to CFS, whether or not arising under this Agreement, without notice or demand by CFS; (b) if Customer or any Guarantor ceases doing business as a going concern; (c) if Customer or any Guarantor becomes insolvent or makes an assignment for the benefit of creditors; (d) if a petition or proceeding is filed by or against Customer or any Guarantor under any bankruptcy or insolvency law; (e) if a receiver, trustee, conservator, or liquidator is appointed for Customer, any Guarantor, or any of their property; (f) if any statement, representation or warranty made by Customer or any Guarantor to CFS is incorrect in any material respect; or (g) if Customer or any Guarantor defaults under any loan or credit agreement.

**16. REMEDIES:** Upon the happening of any one or more Events of Default, CFS shall have the right to exercise any one or all of the following remedies (which shall be cumulative), simultaneously, or separately, and in any order: (a) to declare all unpaid Payments and other amounts due and payable under this Agreement, (b) to terminate any and all agreements with Customer; (c) with or without notice, demand or legal process, to take possession of any or all of the Equipment (and Customer authorizes and empowers CFS to enter upon the premises wherever the Equipment may be found) and (d) retain such Equipment and all Payments and other sums paid under this Agreement, or (e) to release the Equipment and recover from Customer the amount by which the Remaining Lease Balance exceeds the value attributed to the Equipment by CFS for purposes of calculating the payments under the new agreement, or (f) sell the Equipment and recover from Customer the amount by which the Remaining Lease Balance exceeds the net amount received by CFS from such sale; or (d) to pursue any other remedy permitted at law or in equity. CFS (f) may dispose of the Equipment in its then present condition or following such preparation and processing as CFS deems commercially reasonable, (g) shall/will do its duty to prepare or process the Equipment prior to sale; (m) may disclaim warranties of title, possession, quiet enjoyment and the like; and (n) may comply with any applicable state or federal law requirements in connection with a disposition of the Equipment and none of the foregoing actions shall be deemed to adversely affect the commercial reasonableness of the disposition of the Equipment. In the event the Equipment is not available for sale, the Customer shall be liable for the Remaining Lease Balance and any other amounts due under this Agreement. If the proceeds of the sale or re-lasing of the Equipment are not sufficient to pay the balance of any Payments owed by Customer during its then-current appropriation period, CFS may take any other remedy available at law or in equity to require Customer to pay such Payments and perform any of its other obligations under this Agreement.

**17. LATE CHARGES; EXPENSES OF ENFORCEMENT:** If Customer fails to pay any sum to be paid by Customer to CFS under this Agreement on or before the applicable due date, Customer shall pay CFS, upon demand, an amount equal to ten percent (10%) of such each delayed Payment or ten dollars (\$10) whichever is greater for each billing period or portion thereof if a billing period itself Payment is delayed to the extent permitted by law. The amounts specified above shall be paid as liquidated damages and as compensation for CFS' internal operating expenses incurred in connection with such late payment. In addition, Customer shall reimburse CFS for all of its out-of-pocket costs and expenses incurred in exercising any of its rights or remedies under this Agreement or in enforcing any of the terms or provisions of this Agreement, including, without limitation, reasonable attorney's fees and expenses and fees and expenses of collection agencies, whether or not suit is brought. If CFS should bring court action, Customer and CFS agree that attorney's fees equal to twenty-five percent (25%) of the total amount sought by CFS shall be deemed reasonable for purposes of this Agreement.

**18. ASSIGNMENT; CUSTOMER SHALL NOT ASSIGN OR PLEDGE THIS AGREEMENT IN WHOLE OR IN PART, NOR SHALL CUSTOMER SELL, LEASE, SUBLICENSE OR LEND ANY ITEM OF EQUIPMENT, OR PERMIT ANY ITEM OF EQUIPMENT TO BECOME SUBJECT TO ANY LIEN OR OTHER ENCUMBRANCE, IN EACH CASE WITHOUT THE PRIOR WRITTEN CONSENT OF CFS. CFS may pledge or transfer this Agreement. If CFS transfers this Agreement, CFS shall act as Customer's agent for purposes of keeping a written record of such transfer in accordance with Section 149(a) of the Internal Revenue Code of 1986, as amended, and upon Customer's request CFS shall deliver the new owner's name to Customer. Customer agrees that if CFS transfers this Agreement, the new owner will have the same rights and benefits that CFS has now and will not have to perform any of CFS' obligations which CFS will continue to perform. Customer agrees that the rights of the new owner will not be subject to any claims, defenses, or set-offs that Customer may have against CFS, including, without limitation, claims, defenses, or set-offs arising out of service obligations, if any, under this Agreement. If Customer is given notice of any such transfer, Customer agrees, if so directed therein, to pay directly to the new owner all or any part of the amounts payable hereunder.**

**19. RETURN:** If Customer terminates the lease of any item of Equipment as described in the Fiscal Funding provision hereof, Customer shall return such Equipment at its sole cost and expense in good operating condition, ordinary wear and tear resulting from proper use, excepted, to a location specified by CFS. If for any reason Customer shall fail to return the Equipment by the last day of the applicable term, to CFS as provided in this Agreement, Customer shall pay to CFS upon demand one billing period's Payment for each billing period or portion thereof that such delivery is delayed.

**20. OWNERSHIP OF EQUIPMENT:** Title to the Equipment shall pass to the Customer. "AS-IS WHERE-IS," without any warranties of any kind, upon commencement of the Agreement. As security for the due payment and performance of all of its obligations hereunder, Customer hereby grants to CFS, its successors and assigns, a first priority security interest in the Equipment, which security interest shall only be released upon proper notice and payment by Customer of all amounts due hereunder.

**21. DATA:** Customer acknowledges that the hard drive(s) of the Equipment, including attached devices, may retain images, content or other data that Customer may store for purposes of normal operation of the Equipment ("Data"). Customer acknowledges that CFS is not storing Data on behalf of Customer and that exposure or access to the Data by CFS, if any, is purely incidental to the services performed by CFS. Neither CFS nor any of their affiliates has an obligation to access or overwrite Data upon Customer's return of the Equipment to CFS. Customer is solely responsible for: (i) its compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (ii) all decisions related to erasing or overwriting Data. Without limiting the foregoing, Customer should, prior to return or other disposition of the Equipment, utilize the Hard Disk Drive (HDD) (or comparable) formatting function (which may be referred to as "initialized All Data-Formatting Function") if found on the Equipment to perform a one pass overwrite of Data or, if Customer has higher security requirements, Customer may purchase from its Canon dealer at current rates an appropriate option for the Equipment, which may include (a) an HDD Data Encryption Kit option which disguises information before it is written to the hard drive using encryption algorithms, (b) an HDD Data Erase Kit that can perform up to a 3-pass overwrite of Data or (c) a replacement hard drive (in which case the Customer should properly destroy the replaced hard drive). Customer will indemnify CFS, their subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) arising or related to the storage, transmission or destruction of the Data. This section survives termination or expiration of this Agreement.

**22. WARRANTY OF BUSINESS PURPOSE:** Customer represents and warrants that the Equipment will not be used for personal, family, or household purposes.

**23. PERSONAL PROPERTY:** The Equipment shall remain personal property regardless of whether it becomes affixed to real property or permanently rests upon any real property or any improvement to real property.

**24. MAXIMUM INTEREST:** No Payment is intended to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess Payment will be applied to payments due under this Agreement, in inverse order of maturity, and thereafter shall be refunded.

**25. UCC - ARTICLE 2A: CUSTOMER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT IS INTENDED AS A "FINANCE LEASE" AS THAT TERM IS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE AND THAT CFS IS ENTITLED TO ALL BENEFITS, PRIVILEGES, AND PROTECTIONS OF A LESSOR UNDER A FINANCE LEASE.**

**26. WAIVER OF OFFSET:** This Agreement is a net lease. If the Equipment is not properly installed, does not operate as represented or warranted, or is unsatisfactory for any reason, Customer shall make such claim solely against the supplier, dealer or manufacturer. Customer waives any and all existing and future claims and offsets against any Payments or other charges due under this Agreement, and unconditionally agrees to pay such Payments and other charges, regardless of any offset or claim which may be asserted by Customer or on its behalf.

**27. NOTICES:** All notices required or permitted under this Agreement shall be sufficient if delivered personally, sent via facsimile or other electronic transmission, or mailed to such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice from CFS to Customer shall be effective three days after it has been deposited in the mail, duly addressed. All notices to CFS from Customer shall be effective after it has been received via U.S. Mail, express delivery, facsimile or other electronic transmission.

**28. AUTHORITY AND AUTHORIZATION:** Customer represents and agrees that (a) Customer is a state or a political subdivision or agency of a state; (b) that entering into and performance of the Agreement is authorized under Customer's state laws and Constitution and does not violate or contravene any judgment, law, order, or regulation, or cause any default under any agreement to which Customer is party; and (c) Customer has complied with any bidding requirements and, where necessary, has properly presented this Agreement for approval and adoption as a valid obligation on CFS's part. Upon request, Customer agrees to provide CFS with an opinion of counsel as to clauses (a) through (c) above, an incumbency certificate, and other documents that CFS may request, with all such documents being in a form satisfactory to CFS.

**29. ELECTRONIC ACCEPTANCE:** Customer agrees that CFS may accept a facsimile or other electronic transmission of this Agreement or any Acceptance Certificate as an original, and that facsimile or electronically transmitted copies of Customer's signature will be treated as an original for all purposes.

**30. NON-WAIVER:** No waiver of any of Customer's obligations, conditions or covenants shall be effective unless contained in a writing signed by CFS. Failure to exercise any remedy which CFS may have shall not constitute a waiver of any obligation with respect to which Customer is in default.

**31. MISCELLANEOUS:** If there should be more than one party executing this Agreement as Customer, all obligations to be performed by Customer shall be the joint and several liability of all such parties. Customer's representations, warranties, and covenants under this Agreement shall survive the delivery and return of the Equipment. Any provision of this Agreement which may be determined by competent authority to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement. No such prohibition or unenforceability in any jurisdiction shall invalidate or render unenforceable such provision in any other jurisdiction. Customer agrees that CFS may insert missing information or correct other information on this Agreement including the Equipment's description, serial number, and location, otherwise, this Agreement contains the entire arrangement between Customer and CFS and no modifications of this Agreement shall be effective unless in writing and signed by the parties.

**32. GOVERNMENT USE:** Customer agrees that (a) Customer will comply with all information reporting requirements of the Internal Revenue Code of 1986, as amended, including but not limited to the execution and delivery to CFS of information reporting statements requested by CFS, (b) Customer will not do, cause to be done, or fail to do any act if such act will cause the interest portion of the Payments to be or to become subject to Federal income taxation, and (c) the use of the Equipment is essential for Customer's proper, efficient and economic operation, Customer will be the only entity to use the Equipment during the term of this Agreement and Customer will use the Equipment only for Customer's governmental purposes. Upon request, Customer agrees to provide CFS with an essential use letter in a form satisfactory to CFS to clause (c) above.

**33. GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL:** THIS AGREEMENT HAS BEEN EXECUTED BY CFS IN, AND SHALL FOR ALL PURPOSES BE DEEMED A CONTRACT ENTERED INTO IN, THE STATE OF NEW JERSEY. THE RIGHTS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES. ANY ACTION BETWEEN CUSTOMER AND CFS SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT LOCATED IN THE COUNTY OF CAMDEN OR BURLINGTON, NEW JERSEY, OR AT CFS' SOLE OPTION, IN THE STATE WHERE THE CUSTOMER OR THE EQUIPMENT IS LOCATED. CUSTOMER, BY ITS EXECUTION AND DELIVERY HEREOF, IRREVOCABLY WAIVES OBJECTIONS TO THE JURISDICTION OF SUCH COURTS AND OBJECTIONS TO VENUE AND CONVENIENCE OF FORUM. CUSTOMER, BY ITS EXECUTION AND DELIVERY HEREOF, AND CFS BY ITS ACCEPTANCE HEREOF, HEREBY WAIVES ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS.



**Canon Financial Services, Inc.**

**Addendum to Agreement  
for application # 958678**

WHEREAS, Canon Financial Services, Inc. ("CFS") and William S Hart Union High School District ("Customer") have determined that it is for their mutual benefit to enter into this Addendum ("Addendum") to the Lease Agreement (whether designated a Lease, Rental Agreement, Master Lease, or otherwise) ("Agreement") for the lease or rental of certain equipment ("Equipment").

NOW, THEREFORE, for good and valuable consideration, intending to be legally bound, the parties hereto hereby agree as follows:

Capitalized terms used herein but not otherwise defined herein shall have the respective meanings given to such terms in the Agreement. It is expressly agreed by the parties that this Addendum is supplemental to the Agreement and that the provisions thereof, unless specifically modified herein, shall remain in full force and effect and shall apply to this Addendum as though they were expressly set forth herein.

In the event of any conflict or inconsistency between the provisions of this Addendum and any provisions of the Agreement, the provisions of this Addendum shall in all respect govern and control.

The terms and conditions paragraph(s) in the Agreement (CFS-1045 03/15) for application 958678 are changed as follows:

**Paragraph above "ACCEPTED" signature block and "AUTHORIZED CUSTOMER SIGNATURE" signature block:** The paragraph is amended by deleting the second sentence and replacing it with the following sentences: "THE CUSTOMER MAY, AT ANY TIME, WITH OR WITHOUT CAUSE OR REASON, TERMINATE THIS AGREEMENT. UPON SUCH TERMINATION, CUSTOMER SHALL COMPENSATE CFS FOR PAYMENTS DUE UP TO THE DATE OF TERMINATION. WRITTEN NOTICE SHALL BE SUFFICIENT TO STOP FURTHER PERFORMANCE OF THIS AGREEMENT. NOTICE SHALL BE DEEMED GIVEN WHEN RECEIVED BY CFS OR NO LATER THAN THIRTY (30) DAYS OF MAILING, WHICHEVER IS SOONER."

- 1. AGREEMENT:** Paragraph 1 is amended by deleting the last sentence in its entirety.
- 2. AGREEMENT PAYMENTS:** Paragraph 2 is amended by adding the following to the end of the paragraph: "American Business Machines, Inc. ("ABM") will invoice the Customer for (i) the Payments under the Agreement, which ABM will remit directly to CFS on Customer's behalf, and (ii) the service and maintenance payments payable to ABM under the separate service agreement between ABM and Customer, which will be for ABM's account."
- 4. TERM OF AGREEMENT:** Paragraph 4 is amended by deleting the last sentence in its entirety.
- 7. ACCEPTANCE; DELIVERY:** Paragraph 7 is amended by deleting the paragraph in its entirety and replacing it with the following:

**"7. ACCEPTANCE; DELIVERY:** Customer's execution of the Acceptance Certificate, which will be provided as a separate Acceptance Certificate after the delivery and installation of the Equipment, or Customer's provision to CFS of other confirmation of its acceptance of the Equipment, shall conclusively establish that the Equipment has been delivered to and accepted by Customer."

- 10. INDEMNITY:** Paragraph 10 is deleted in its entirety.
- 12. TAXES; OTHER FEES AND CHARGES:** Paragraph 12 is deleted in its entirety.
- 13. INSURANCE:** Paragraph 13 is amended by deleting the eighth sentence in its entirety.
- 16. REMEDIES:** Paragraph 16 is amended by (i) adding "with notice and during regular business hours," immediately after "enter upon the premises" in the parenthetical in subsection (c); (ii) deleting "or (ii) release the Equipment and recover from Customer the amount by which the Remaining Lease Balance exceeds the value attributed to the Equipment by CFS for purposes of calculating the payments under the new agreement, or (iii) sell the Equipment and recover from Customer the amount by which the Remaining Lease Balance exceeds the net amount received by CFS from such sale" in subsection (c); and (iii) deleting the last two sentences in their entirety.
- 17. LATE CHARGES; EXPENSES OF ENFORCEMENT:** Paragraph 17 is deleted in its entirety.
- 18. ASSIGNMENT:** Paragraph 18 is amended by deleting the second, third, fourth, fifth, and last sentences in their entirety.
- 25. UCC-ARTICLE 2A:** Paragraph 25 is deleted in its entirety.
- 33. GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL:** Paragraph 33 is amended by (i) deleting each instance of "NEW JERSEY" and replacing with "CALIFORNIA"; and (ii) deleting "CAMDEN OR BURLINGTON" and replacing with "LOS ANGELES".
- 34. PAYMENT REMITTANCE:** A new paragraph is added to the Municipal Finance Lease, to read in its entirety as follows:
- "34. PAYMENT REMITTANCE: Notwithstanding Paragraphs 2 and 3, CFS agrees and acknowledges that Customer shall make any required Payments under the Agreement directly to ABM who shall, in turn, timely remit all such Payments to CFS on Customer's behalf. In the event that Customer makes a Payment to ABM and ABM fails to timely remit the Payment to CFS, CFS' sole and exclusive remedy shall be a claim directed against ABM for failure to timely remit such payment."

Customer agrees that CFS may accept a facsimile copy of this Addendum as an original, and that such facsimile copy will be treated as an original for all purposes. THIS ADDENDUM SHALL BE EFFECTIVE WHEN IT HAS BEEN SIGNED BY CUSTOMER AND ACCEPTED BY CFS.

<b>CANON FINANCIAL SERVICES, INC.</b> By: _____ Title: _____ Date: _____	<b>William S Hart Union High School District</b> By: _____ Printed Name: _____ Title: _____
<b>Acknowledged and Agreed:</b> <b>AMERICAN BUSINESS MACHINES, INC.</b> By: _____ Title: _____ Date: _____	

<b>Canon Financial Services Inc. ("CFS")</b> <b>Remittance address: 14904 Collections Center Drive</b> <b>Chicago, Illinois 60693</b>				<b>Municipal Finance Agreement - Schedule A</b>							
				CFS' AGREEMENT NUMBER:							
<p>This Municipal Finance Agreement - Schedule A ("Schedule A") is attached to and made part of the agreement (whether designated a lease, rental, master lease or otherwise, together with any schedules, the ("Agreement") between William S. Hart Union High School District ("Customer") and Canon Financial Services, Inc. (CFS). It is expressly agreed that this Schedule A is supplemental to the Agreement and that the provisions thereof shall remain in full force and effect and shall supply to this Schedule A as though they were expressly set forth herein.</p>											
					Monthly Guaranteed Minimum Copies		Overage Copy Charges		Initial Meter Reading		
Device #	MODEL NUMBER	LOCATION	ADDRESS	Serial Number	Black & White	Color	Black & White	Color	Black & White	Color	Notes
1	Band 1	ARROYO SECO JHS	27171 Vista Delgado Dr, Valencia, CA 91354								
2	Band 1	ARROYO SECO JHS	27171 Vista Delgado Dr, Valencia, CA 91354								
3	Band 1	ARROYO SECO JHS	27171 Vista Delgado Dr, Valencia, CA 91354								
4	iRADV6555i	ARROYO SECO JHS	27171 Vista Delgado Dr, Valencia, CA 91354								
5	iRADV6555i	ARROYO SECO JHS	27171 Vista Delgado Dr, Valencia, CA 91354								
6	Band 1	LA MESA JHS	26623 May Way, Santa Clarita, CA 91351								
7	Band 1	LA MESA JHS	26623 May Way, Santa Clarita, CA 91351								
8	Band 1	LA MESA JHS	26623 May Way, Santa Clarita, CA 91351								
9	iRADV6565i	LA MESA JHS	26623 May Way, Santa Clarita, CA 91351								
10	iRADV6565i	LA MESA JHS	26623 May Way, Santa Clarita, CA 91351								
11	Band 1	PLACERITA JHS	25015 Newhall Ave, Santa Clarita, CA 91321								
12	iRADV6555i	PLACERITA JHS	25015 Newhall Ave, Santa Clarita, CA 91321								
13	iRADV6565i	PLACERITA JHS	25015 Newhall Ave, Santa Clarita, CA 91321								











					Monthly Guaranteed Minimum Copies		Overage Copy Charges		Initial Meter Reading		
Device #	MODEL NUMBER	LOCATION	ADDRESS	Serial Number	Black & White	Color	Black & White	Color	Black & White	Color	Notes
99	Canon iPF-8400s Wide Format	District Copy Center	18536 Soledad Canyon Road Canyon Country, CA 91351								
100	Uniflow	District Wide	District Wide								

In Witness Therof, the parties have caused this Schedule A to be executed on the same date set forth on the Agreement

ACCEPTED

Dealer:	Canon Financial Services, Inc.
By:	_____
Printed Name:	_____
Title:	_____

AUTHORIZED CUSTOMER SIGNATURE

Customer:	_____
By:	_____
Printed Name:	_____
Title:	_____

**Canon Financial Services, Inc.**

**Schedule 1**

Amortization of Principal and Interest for use in preparation of IRS Form 8038

The Amortization Schedule is for estimation purposes. The timeliness of payment or other charges that may arise, including, but not limited to, any fees, assessments, taxes, expenses or charges, may affect the accuracy of the schedule below.

Customer Name: **William S Hart Union High School District**  
 Application Number: **958678**  
 Asset Cost: **1,459,459.46**

Month	Payment	Principal	Interest	Balance	Sub-Total Principal	Sub-Total Interest
0				1,459,459.46		
1	<b>27,000.00</b>	21,910.47	5,089.53	1,437,548.99	21,910.47	5,089.53
2	<b>27,000.00</b>	21,986.88	5,013.12	1,415,562.11	43,897.35	10,102.65
3	<b>27,000.00</b>	22,063.55	4,936.45	1,393,498.55	65,960.91	15,039.09
4	<b>27,000.00</b>	22,140.50	4,859.50	1,371,358.06	88,101.40	19,898.60
5	<b>27,000.00</b>	22,217.71	4,782.29	1,349,140.35	110,319.11	24,680.89
6	<b>27,000.00</b>	22,295.19	4,704.81	1,326,845.16	132,614.30	29,385.70
7	<b>27,000.00</b>	22,372.93	4,627.07	1,304,472.23	154,987.23	34,012.77
8	<b>27,000.00</b>	22,450.96	4,549.04	1,282,021.27	177,438.19	38,561.81
9	<b>27,000.00</b>	22,529.25	4,470.75	1,259,492.03	199,967.43	43,032.57
10	<b>27,000.00</b>	22,607.81	4,392.19	1,236,884.21	222,575.25	47,424.75
11	<b>27,000.00</b>	22,686.65	4,313.35	1,214,197.56	245,261.90	51,738.10
12	<b>27,000.00</b>	22,765.77	4,234.23	1,191,431.79	268,027.67	55,972.33
13	<b>27,000.00</b>	22,845.16	4,154.84	1,168,586.64	290,872.82	60,127.18
14	<b>27,000.00</b>	22,924.82	4,075.18	1,145,661.81	313,797.65	64,202.35
15	<b>27,000.00</b>	23,004.77	3,995.23	1,122,657.04	336,802.42	68,197.58
16	<b>27,000.00</b>	23,084.99	3,915.01	1,099,572.05	359,887.41	72,112.59
17	<b>27,000.00</b>	23,165.50	3,834.50	1,076,406.55	383,052.91	75,947.09
18	<b>27,000.00</b>	23,246.28	3,753.72	1,053,160.27	406,299.19	79,700.81
19	<b>27,000.00</b>	23,327.35	3,672.65	1,029,832.92	429,626.54	83,373.46
20	<b>27,000.00</b>	23,408.70	3,591.30	1,006,424.23	453,035.23	86,964.77
21	<b>27,000.00</b>	23,490.33	3,509.67	982,933.90	476,525.56	90,474.44
22	<b>27,000.00</b>	23,572.25	3,427.75	959,361.65	500,097.81	93,902.19
23	<b>27,000.00</b>	23,654.45	3,345.55	935,707.21	523,752.25	97,247.75
24	<b>27,000.00</b>	23,736.94	3,263.06	911,970.27	547,489.19	100,510.81
25	<b>27,000.00</b>	23,819.71	3,180.29	888,150.55	571,308.91	103,691.09
26	<b>27,000.00</b>	23,902.78	3,097.22	864,247.77	595,211.69	106,788.31
27	<b>27,000.00</b>	23,986.14	3,013.86	840,261.64	619,197.82	109,802.18
28	<b>27,000.00</b>	24,069.78	2,930.22	816,191.85	643,267.61	112,732.39
29	<b>27,000.00</b>	24,153.72	2,846.28	792,038.13	667,421.33	115,578.67
30	<b>27,000.00</b>	24,237.95	2,762.05	767,800.18	691,659.28	118,340.72
31	<b>27,000.00</b>	24,322.47	2,677.53	743,477.71	715,981.75	121,018.25
32	<b>27,000.00</b>	24,407.29	2,592.71	719,070.42	740,389.04	123,610.96
33	<b>27,000.00</b>	24,492.41	2,507.59	694,578.01	764,881.45	126,118.55
34	<b>27,000.00</b>	24,577.82	2,422.18	670,000.19	789,459.27	128,540.73
35	<b>27,000.00</b>	24,663.53	2,336.47	645,336.66	814,122.80	130,877.20
36	<b>27,000.00</b>	24,749.54	2,250.46	620,587.12	838,872.34	133,127.66
37	<b>27,000.00</b>	24,835.85	2,164.15	595,751.27	863,708.19	135,291.81
38	<b>27,000.00</b>	24,922.46	2,077.54	570,828.82	888,630.64	137,369.36
39	<b>27,000.00</b>	25,009.37	1,990.63	545,819.45	913,640.01	139,359.99
40	<b>27,000.00</b>	25,096.58	1,903.42	520,722.87	938,736.59	141,263.41
41	<b>27,000.00</b>	25,184.10	1,815.90	495,538.77	963,920.69	143,079.31
42	<b>27,000.00</b>	25,271.92	1,728.08	470,266.85	989,192.61	144,807.39
43	<b>27,000.00</b>	25,360.05	1,639.95	444,906.80	1,014,552.66	146,447.34
44	<b>27,000.00</b>	25,448.49	1,551.51	419,458.30	1,040,001.16	147,998.84
45	<b>27,000.00</b>	25,537.24	1,462.76	393,921.07	1,065,538.39	149,461.61
46	<b>27,000.00</b>	25,626.29	1,373.71	368,294.78	1,091,164.68	150,835.32
47	<b>27,000.00</b>	25,715.66	1,284.34	342,579.12	1,116,880.34	152,119.66
48	<b>27,000.00</b>	25,805.33	1,194.67	316,773.79	1,142,685.67	153,314.33
49	<b>27,000.00</b>	25,895.32	1,104.68	290,878.46	1,168,581.00	154,419.00
50	<b>27,000.00</b>	25,985.63	1,014.37	264,892.83	1,194,566.63	155,433.37
51	<b>27,000.00</b>	26,076.25	923.75	238,816.58	1,220,642.88	156,357.12
52	<b>27,000.00</b>	26,167.18	832.82	212,649.40	1,246,810.06	157,189.94
53	<b>27,000.00</b>	26,258.43	741.57	186,390.97	1,273,068.49	157,931.51
54	<b>27,000.00</b>	26,350.00	650.00	160,040.96	1,299,418.50	158,581.50
55	<b>27,000.00</b>	26,441.89	558.11	133,599.07	1,325,860.39	159,139.61
56	<b>27,000.00</b>	26,534.10	465.90	107,064.96	1,352,394.50	159,605.50
57	<b>27,000.00</b>	26,626.64	373.36	80,438.33	1,379,021.13	159,978.87
58	<b>27,000.00</b>	26,719.49	280.51	53,718.84	1,405,740.62	160,259.38
59	<b>27,000.00</b>	26,812.67	187.33	26,906.17	1,432,553.29	160,446.71
60	<b>27,000.00</b>	26,906.17	93.83	\$0.00	1,459,459.46	160,540.54