



RENTAL ACCOUNT NUMBER

65										4
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BUSINESS INFORMATION					
FULL LEGAL NAME OF RENTER CITY OF LAFAYETTE			DBA NAME		EMAIL ADDRESS
BILLING ADDRESS 486 3RD ST.			CITY LAFAYETTE		STATE OR
ZIP+4 97127	PHONE # (503) 864-2451	CONTACT NAME TRENA McMANUS		SEND INVOICE TO ATTN OF TRENA McMANUS	
TAX EXEMPT #			SALES TAX (IF APPLICABLE)		
FISCAL FUNDING PERIOD FROM			TO		RENTER PO #

EQUIPMENT

QTY.	EQUIPMENT MODEL & DESCRIPTION	ACCESSORIES
<u>1</u>	<u>IMAGISTICS 4511</u>	<u>9290, 9241, 9242, 9246,</u> <u>9292</u>

 See attached schedule for additional Equipment/Accessories

Equipment Location (if different from Billing Address) _____

PAYMENT PLAN

 Initial Rental Term (months) 60

 Frequency Monthly Quarterly Other (specify _____)

Initial Check Amount \$ _____

# of Months	Monthly Amount
<u>60</u>	
First	\$ <u>315⁰⁰</u>
Next	\$
Next	\$

 Included in your payment: Equipment Maintenance Copier Supplies Software Maintenance

TERMS & CONDITIONS

By your execution as "Renter", you request that we rent to you the personal property (the "Equipment") described above or on any schedule attached hereto for essential governmental purposes in consideration of your payment to us of the amounts set forth in the Payment Plan, subject to the terms and conditions provided in this Agreement. Your offer will be binding on us when we accept it by having an authorized person sign it.

1. **NON-APPROPRIATION.** You warrant that you have funds available to pay the Total Payments (defined below) until the end of your current fiscal period, and shall use your best efforts to obtain funds to pay the Total Payments in each subsequent fiscal period through the end of your Term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to pay the Total Payments is denied, you may terminate this Agreement on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this Agreement for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this Agreement incurred through the end of the fiscal period for which funds have been appropriated, including the return of the Equipment at your expense. (Continued on back page)

RENTAL ACCEPTANCE

RENTOR PITNEY BOWES INC.	RENTER CITY OF LAFAYETTE
AUTHORIZED SIGNATURE	AUTHORIZED SIGNATURE <i>Trena McManus</i>
PRINT NAME	PRINT NAME Trena McManus
TITLE	TITLE Asst. to City Admin.
DATE	DATE 8/30/05

TERMS & CONDITIONS

2. TERM; NON-ASSIGNABILITY. This Agreement shall commence on the acceptance date set forth on an Acceptance Certificate, in form and substance acceptable to us, and shall continue until the earlier of (i) termination at our option upon the occurrence of an event of default, or (ii) the occurrence of an event of a non-appropriation under Section 1, or (iii) the expiration of the term ("Term"). **YOU MAY NOT ASSIGN, TRANSFER, OR SUBLET ANY INTEREST IN THIS AGREEMENT OR THE EQUIPMENT WITHOUT OUR PRIOR WRITTEN CONSENT.**

3. PARTIES RELATIONSHIP. The Equipment was or will be selected by you and supplied by Imagistics International Inc. ("Vendor"), not Pitney Bowes Inc. ("PBI"). At your request, PBI will purchase the Equipment from Vendor and rent it to you. **PBI IS NOT AN AGENT OF VENDOR, AND NEITHER VENDOR NOR ANY OF ITS REPRESENTATIVES ARE PBI'S AGENTS.** If you have any claims regarding the Equipment or any other matter arising from your relationship with the Vendor, you must make them against Vendor. We assign to you any warranty rights we have against Vendor.

4. TOTAL PAYMENT. You will pay each and every total payment ("Total Payment"), subject to your right of non-appropriation as provided in Section 1. All Total Payments and other sums due shall be payable to us at our executive office, until we direct you otherwise in writing. We may increase the Total Payment as a result of any imposition of, or increase in, taxes as provided in Sections 8 or 9. Your obligations, including your obligation to pay the Total Payments due in any fiscal year during the Term, shall constitute a current expense for such fiscal year and shall not constitute an indebtedness within the meaning of the constitution and laws of the state in which you are located. Nothing herein shall constitute a pledge by you of any taxes or other moneys (other than moneys lawfully appropriated from time to time by or for your benefit for this Agreement) to the payment of any Total Payment due under this Agreement. A one time documentation fee to cover the origination, documentation and processing of this Agreement is included in your equipment cost and made a part of your Total Payments. **REGARDLESS OF ANY DISPUTE WITH VENDOR, OR LOSS OR DAMAGE TO THE EQUIPMENT, YOU ARE REQUIRED TO PAY US ALL TOTAL PAYMENTS AND OTHER SUMS DUE UNDER THIS AGREEMENT. ALL TOTAL PAYMENTS SHALL BE PAID BY YOU WITHOUT DEDUCTION AND IRRESPECTIVE OF ANY SET-OFF, COUNTERCLAIM, RECOUPMENT, DEFENSE OR OTHER RIGHT WHICH YOU MAY HAVE AGAINST US, THE VENDOR, OR ANY OTHER PARTY.**

5. REPAIRS; USE. You shall, at your expense, keep the Equipment in good repair, condition, and working order, and shall not alter the Equipment without our prior written consent. You shall use the Equipment only in the manner specified in the manuals and instructions covering the Equipment and will not permit the Equipment to be used in a trade or business of any other person or entity.

6. RISK OF LOSS. You are responsible for Equipment loss, damage or destruction from any cause, whether or not insured. You shall provide, maintain, and pay for: (a) insurance against Equipment loss, theft, damage, or destruction, for the full replacement value of the Equipment, with loss payable to us, and (b) public liability and property damage insurance naming us as an additional insured. Such insurance and types and amounts of coverage (and written evidence thereof delivered to us at our request) shall be satisfactory to us. No Equipment loss, theft, damage or destruction shall relieve you of your obligation to pay the Total Payments or any other obligation under this Agreement. Vendor shall bear the risk of loss during shipment of the Equipment.

7. WARRANTIES. The Equipment is covered by the warranties from Vendor in effect at the time the Equipment is delivered. Such warranties are supplied directly by Vendor with each shipment of Equipment. **WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING ANY MATTER WHATSOEVER, INCLUDING BUT NOT LIMITED TO, THE SUITABILITY OF THE EQUIPMENT, ITS DURABILITY, ITS CONDITION, ITS MERCHANTABILITY, ITS FITNESS FOR A PARTICULAR PURPOSE, ITS FREEDOM FROM INFRINGEMENT, OR OTHERWISE. WE RENT THE EQUIPMENT "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS." NO RESPONSIBILITY IS ASSUMED BY US FOR ANY DAMAGES INCURRED BY REASON OF THE FAILURE OF THE EQUIPMENT TO OPERATE AS INTENDED, INCLUDING INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.**

8. REPRESENTATIONS. You hereby represent and warrant that (a) you are a state or political subdivision thereof within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended (the "Code"); and (b) you have the power and authority under applicable law to enter into this Agreement and you have been duly authorized to execute and deliver this Agreement and carry out your obligations hereunder. You acknowledge that a portion of each Total Payment you shall pay includes interest and that this Agreement is entered into based on the assumption that the interest portion of each Total Payment is not includible in gross income of the owner thereof for Federal income tax purposes under Section 103(a) of the Code. You shall, at all times, do and perform all acts and things necessary and within your control in order to assure that such interest component shall be so excluded. If any interest is determined not to be excludible from gross income, your Total Payment shall be adjusted in an amount sufficient to maintain our original after tax yield utilizing our consolidated marginal tax rate, which adjusted Total Payments you agree to pay as provided in this Agreement, subject to Section 1. The rate at which the interest portion of Total Payments is calculated is not intended to exceed the maximum rate or amount of interest permitted by applicable law and if such maximum is exceeded, then at our option, if permitted by law, the interest portion will be reduced to the legally permitted maximum amount of interest, and any excess will be used to reduce the principal amount of your obligation or be refunded to you. You shall not do (or cause to be done) any act which will cause, or by omission of any act allow, this Agreement to be an "arbitrage bond" within the meaning of Section 148(a) of the Code or a "private activity bond" within the meaning of Section 141(a) of the Code. You will timely submit to the Secretary of Treasury information reporting statements and other information relating to this Agreement at the times and in the forms required by the Code, including without limitation, Form 8038-G or Form 8038-GC, as appropriate, and you appoint us as your agent for the purpose of maintaining a registration system as required by Section 149(a) of the Code. Notwithstanding any other

provision of this Agreement, this Section shall survive the termination of this Agreement.

9. TAXES; NO LIENS; TITLE. As we direct, you shall pay all charges and taxes (including any customary fees of ours associated with the administration, billing and tracking of such charges and taxes) incurred by us which may be imposed or levied upon this Agreement, documentation, the billing or receiving of the Total Payments and the sale, purchase, personal property ownership, leasing, value, possession, or use of the Equipment, excluding taxes on or measured by our net income (unless such taxes result from your breach of any representation set forth in Section 8). You shall keep the Equipment free and clear of all liens and encumbrances, subject to the following sentence. You grant us a security interest constituting a first lien on the Equipment (including any replacements, substitutions, additions, attachments and proceeds) and authorize us to file a financing statement with respect to such security interest. Title to the Equipment shall pass to you upon installation. However, you and we agree that title shall automatically revert to us in the event of default, or termination due to your non-appropriation under Section 1.

10. ASSIGNMENT. We may assign this Agreement, or pledge or mortgage the Equipment, in whole or in part without notice to you, and in such event, you agree, upon notice and request by us, to pay directly to any assignee all amounts payable hereunder without deduction, offset, defense or counterclaim and that such assignee shall thereafter have all of our rights and benefits (but none of our obligations) hereunder. We shall remain responsible for all of our obligations hereunder. Further, upon receipt of a request, you shall acknowledge any assignment. You acknowledge that any assignment, or granting of a security interest by us, will neither materially change your duties under this Agreement, nor increase your burdens or risks under this Agreement.

11. LATE PAYMENT/RETURNED ITEM CHARGES. If any payment required herein is not paid in full on or before its due date, you shall pay to us the then applicable fee being charged by us in connection with the administration of delinquent accounts. You shall also pay interest on any such late payment from the due date thereof until the date paid at 18% or the maximum rate allowed by law. For each dishonored or returned payment item, check or draft you shall pay to us the then applicable fee being charged by us in connection with our handling of returned items.

12. DEFAULT. If you fail to pay when due any amount required under this Agreement, make any misrepresentation or breach any warranty hereunder or thereunder or fail to perform any one or other obligation hereunder or thereunder, we may, without demand or notice, exercise any one or all of the following remedies: (a) terminate this Agreement, (b) take possession of the Equipment, (c) declare the entire amount due and to become due under this Agreement for the then current fiscal period for which funds have been appropriated to be immediately due and payable, and (d) pursue any other remedy permitted by law or in equity. You will be responsible for all related damages and legal and other costs and expenses incurred by us in enforcing the provisions herein. To the extent permitted by applicable law, you waive the provisions of UCC Sections 2A-508 through 2A-522.

13. NOTICES. All notices under this Agreement shall be mailed, first class postage prepaid, to the recipient at its address set forth on this Agreement, or at such other address as each party may provide in writing from time to time. Such notices shall be effective on the date they are mailed.

14. SURRENDER OF EQUIPMENT. If you default, or terminate this Agreement by non-appropriation under Section 1, you, at your expense, shall return all Equipment by delivering it to us in the same condition as when delivered to you, reasonable wear and tear excepted, to such place or on board such carrier, packed for shipping, as we may specify. Until the Equipment is so returned, all terms of this Agreement remain in effect including, without limitation, your obligations to make payments relating to your continued use of the Equipment and to insure the Equipment.

15. INDEMNIFICATION. You agree to indemnify, defend and hold us and persons acting on our behalf harmless from and against any and all costs, expenses, damages, fines, settlements, claims or liability, including reasonable attorneys' fees (collectively, "Claims") arising out of or relating to your performance under this Agreement or use of the Equipment, excluding those adjudged to have arisen solely from our gross negligence or willful misconduct. We shall give you prompt written notice of such Claims under this Section made upon us. Further, notwithstanding your obligation to defend, we retain the right, at your expense, to defend, and after consultation with you to settle or compromise the claims and actions.

16. MISCELLANEOUS. This Agreement constitutes the entire agreement between the Parties. This Agreement may not be amended, altered or changed except by a written agreement signed by the Parties. If any provision should be found illegal, invalid or void, that provision is severable and should be considered deleted from this Agreement. The remaining provisions shall not be impaired and this Agreement shall be interpreted to the extent possible to give effect to the Parties' intent. This Agreement shall inure to and be binding on the successors, heirs, transferees and the permitted assigns of the Parties. **YOU AGREE THAT AN EXECUTED COPY OF THIS AGREEMENT BEARING OUR STAMPED SIGNATURE AND YOUR SIGNATURE (AN ORIGINAL MANUAL SIGNATURE OR SUCH SIGNATURE REPRODUCED BY MEANS OF A RELIABLE ELECTRONIC FORM SUCH AS PHOTOCOPY, FACSIMILE OR ELECTRONIC SIGNATURE) SHALL BE MARKED "ORIGINAL" BY US AND SHALL CONSTITUTE THE ONLY ORIGINAL DOCUMENT FOR ALL EFFECTIVE PURPOSES. ALL OTHER COPIES SHALL BE DUPLICATES. TO THE EXTENT THIS AGREEMENT CONSTITUTES CHATTEL PAPER (AS DEFINED IN THE UNIFORM COMMERCIAL CODE), NO SECURITY INTEREST IN THIS AGREEMENT MAY BE CREATED EXCEPT BY THE POSSESSION OR TRANSFER OF THE COPY MARKED "ORIGINAL" BY US.**



Pitney Bowes Credit Corporation

Lease Agreement Number: _____

Lessee Name: CITY OF LAFAYETTE

By signing below, you, the Lessee, agree:

1. That all equipment described in the lease identified above has been delivered, inspected and installed.
2. Such equipment is in operating condition and is acceptable to the undersigned.
3. It is understood that Imagistics International Inc., not Pitney Bowes Credit Corporation, is responsible for equipment performance or service of equipment and that lease payments to Pitney Bowes Credit Corporation shall continue regardless of performance or condition of equipment.

CITY OF LAFAYETTE
LESSEE

By: Jena McManus

Title: Asst. to City Admin.

Date: 8/30/05



SALES AGREEMENT

DATE SUBMITTED

8-15-05

ACD#/ORDER NUMBER

BILL TO

CUSTOMER NAME *City of Lafayette*

ADDRESS *486 3RD ST.*

CITY/STATE/ZIP *Lafayette, OR 97127*

SHIP TO IF DIFFERENT

CUSTOMER NAME

ADDRESS

CITY/STATE/ZIP

CUSTOMER # PARTY # EXISTING MASTER AGREEMENT YES NO

TAX EXEMPT YES NO TAX EXEMPT CERT. ATTCHD. YES NO

BILL TO LOCATION # BILL TO CONTACT NAME *TRENA* BILL TO PHONE # *503-864-2451* EMAIL ADDRESS

INSTALL. LOCATION # INSTALL CONTACT NAME *Same* INSTALL PHONE # *Same* EMAIL ADDRESS

PURCHASE ORDER # PO EXP. DATE SUPPLY ORDER: YES NO BILL EACH LOC. SEP. (SPECIFY) REQUESTED INSTALL DATE

QTY.	ITEM	EQUIP TYPE (NEW, RECON, REMAN, DEMO)	PRODUCT DESCRIPTION	PRICE LIST	UNIT PRICE	DISC/TRADE IN ALLOW	NET PRICE
1	IM4511	NEW	DIGITAL COPIER				Lease
1	9290	NEW	scanner w/feeder				
1	9241	NEW	Rack				
1	9242	NEW	Finisher				
1	9246	NEW	Duplex w/Bypass				
1	2B35006 80		PC AND N/C				
1	2B35007 80		256MB MEMORY				
1	9292	NEW	LCC				Lease

SUBTOTAL Page 1

SPECIAL BILLING REQUIREMENTS *PBCC lease at \$315⁰⁰* SUBTOTAL Page 2

60mo. 0-Down EMV, Documentation Fee TOTAL TAXES

of \$7500 charged by PBCC on 1st invoice. ORDER TOTAL

CUSTOMER ACKNOWLEDGEMENT

YOU ACKNOWLEDGE RECEIPT OF, AND AGREE TO BE BOUND BY IMAGISTICS ADDITIONAL SALES TERMS AND CONDITIONS, WHICH ARE INCORPORATED HEREIN. ANY CHANGES THERETO MUST BE APPROVED IN WRITING BY IMAGISTICS CORPORATE LEGAL DEPARTMENT OR SHALL NOT BE BINDING UPON IMAGISTICS. IF A DIGITAL DEVICE IS BEING PROVIDED BUT NOT BEING CONNECTED AT THE TIME OF THIS ORDER AN IMAGISTICS SITE SURVEY IS REQUIRED PRIOR TO CONNECTION IN THE FUTURE.

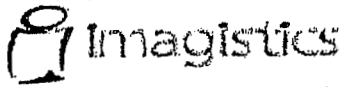
CUSTOMER'S SIGNATURE *Trena McManus* DATE *8-15-05* PRINT SIGNERS NAME *TRENA McManus* PRINT SIGNERS TITLE *OM*

SALES REP NAME/SPLIT%/ROLE	WRITING BRANCH NAME	ORGANIZATION	REP #	DIRECT REPORT MANAGER
100% A		NATL <input type="checkbox"/> COMM <input type="checkbox"/>		
% W		NATL <input type="checkbox"/> COMM <input type="checkbox"/>		
% I		NATL <input type="checkbox"/> COMM <input type="checkbox"/>		
% P		NATL <input type="checkbox"/> COMM <input type="checkbox"/>		

DELIVERY INSTRUCTIONS: Business hours: _____ to _____
 Delivery of customer equipment within the building via: Stairs Elevator Loading Dock available YES NO

IF ORDER INCLUDES PICK-UP/TRADE IN'S, COMPLETE THE ADDITIONAL EQUIPMENT/TRADE-IN FORM

SALES REP SIGNATURE _____ BRANCH MANAGER SIGNATURE _____



MAINTENANCE AGREEMENT

DATE SUBMITTED

8-15-05

ACD#/ORDER NUMBER

BILL TO	CUSTOMER NAME	city of Lafayette	SHIP TO IF DIFFERENT	CUSTOMER NAME	
	ADDRESS	486 3rd St.		ADDRESS	
	CITY/STATE/ZIP	Lafayette, OR 97127		CITY/STATE/ZIP	

CUSTOMER #	PARTY #	EXISTING MASTER AGREEMENT YES <input type="checkbox"/> NO <input type="checkbox"/>	TAX EXEMPT YES <input type="checkbox"/> NO <input type="checkbox"/>	TAX EXEMPT CERT. ATTCHD YES <input type="checkbox"/> NO <input type="checkbox"/>
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BILL TO LOCATION #	BILL-TO CONTACT NAME Trena	BILL-TO PHONE # 503-864-2451	EMAIL ADDRESS
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INSTALL LOCATION #	INSTALL CONTACT NAME Same	INSTALL PHONE # Same	EMAIL ADDRESS
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POINT OF SALE (Required) YES <input type="checkbox"/> NO <input type="checkbox"/>	FULL SERVICE MAINTENANCE PLAN INCLUDES (An option must be selected)	<input type="checkbox"/> SUPPLIES (EXCLUDES PAPER & STAPLES)
ARREARS YES <input type="checkbox"/> NO <input type="checkbox"/>		<input type="checkbox"/> CHEMICAL SUPPLIES & STAPLES (EXCLUDES PAPER)
		<input type="checkbox"/> NO SUPPLIES

BILLING FREQUENCY MONTHLY <input type="checkbox"/> QUARTERLY <input type="checkbox"/>	MAINTENANCE TERM	EFFECTIVE DATE	EMA P.O. NUMBER	P.O. EXPIRATION DATE
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EQUIPMENT TYPE COPIER <input type="checkbox"/> FAX <input type="checkbox"/>	LEASED EMA YES <input type="checkbox"/> NO <input type="checkbox"/>	LEASE TERM (Mos)	LEASE PO NUMBER	SERVICE ZONE 1 <input type="checkbox"/> 3 <input type="checkbox"/>
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Any changes to this agreement must be initialed by the customer

QTY.	ITEM	SERIAL #	DESCRIPTION	PRICELIST	INSTALL DATE	EMA CHRG	MIN VOL ALLOW	CPC ABOVE MIN.
1	7445/11		COPIER			6120	8,500	0072
				State Contract				
				M/A Pricing				

EMA PRICE IS ANNUAL FOR FAX EQUIPMENT, MONTHLY OR QUARTERLY FOR ALL OTHER EQUIPMENT.

NOTES

CUSTOMER ACKNOWLEDGEMENT

YOU ACKNOWLEDGE RECEIPT OF, AND AGREE TO BE BOUND BY IMAGISTICS ADDITIONAL MAINTENANCE TERMS AND CONDITIONS, WHICH ARE INCORPORATED HEREIN. ANY CHANGES THERETO MUST BE APPROVED IN WRITING BY IMAGISTICS CORPORATE LEGAL DEPARTMENT OR SHALL NOT BE BINDING UPON IMAGISTICS. IF A DIGITAL DEVICE IS BEING PROVIDED BUT NOT BEING CONNECTED AT THE TIME OF THIS ORDER, AN IMAGISTICS SITE SURVEY IS REQUIRED PRIOR TO CONNECTION IN THE FUTURE.

CUSTOMER SIGNATURE Trena McManus	DATE 8-15-05	PRINT SIGNER NAME Trena McManus	PRINT SIGNER TITLE OM
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SALES REP NAME INFORMATION 100% A	REP#	ORGANIZATION NATL <input type="checkbox"/> COMM <input type="checkbox"/>	WRITING BRANCH NAME	DIRECT REPORT MANAGER
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SALES REP SIGNATURE	BRANCH MANAGER SIGNATURE
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