



Ricoh USA, Inc.
70 Valley Stream Parkway
Malvern, PA 19355

Master Lease Agreement

NASPO ValuePoint

Number: _____

CUSTOMER INFORMATION

Full Legal Name City of Garden Grove				
Address 11222 Acacia Parkway				
City Garden Grove	State CA	Zip 92680	Contact Sandra Segawa	Telephone Number 714-741-5050
Federal Tax ID Number* <i>(Do Not Insert Social Security Number)</i>		Facsimile Number		E-mail Address sandras@ggcity.org

*Not required for State and Local Government entities.

This Master Lease Agreement ("Lease Agreement") has been written in clear, easy to understand English. When we use the words "you", "your" or "Customer" in this Lease Agreement, we mean you, our customer, as indicated above. When we use the words "we", "us" or "our" in this Lease Agreement, we mean Ricoh USA, Inc. ("Ricoh") or, if we assign this Lease Agreement or any Schedules executed in accordance with this Lease Agreement, pursuant to Section 13 below, the Assignee (as defined below). Our corporate office is located at 70 Valley Stream Parkway, Malvern, PA 19355.

- Agreement.** We agree to lease or rent, as specified in any equipment schedule executed by you and us and incorporating the terms of this Lease Agreement by reference (a "Schedule"), to you, and you agree to lease or rent, as applicable, from us, subject to the terms of this Lease Agreement and such Schedule, the personal and intangible property described in such Schedule. The personal and intangible property described on a Schedule (together with all attachments, replacements, parts, substitutions, additions, repairs, and accessories incorporated in or affixed to the property and any license or subscription rights associated with the property) will be collectively referred to as "Product." The manufacturer of the tangible Product shall be referred to as the "Manufacturer." To the extent the Product includes intangible property or associated services such as periodic software licenses and prepaid data base subscription rights, such intangible property shall be referred to as the "Software."
- Schedules; Delivery and Acceptance.** Each Schedule that incorporates this Lease Agreement shall be governed by the terms and conditions of this Lease Agreement, as well as by the terms and conditions set forth in such individual Schedule. Each Schedule shall constitute a complete agreement separate and distinct from this Lease Agreement and any other Schedule. In the event of a conflict between the terms of this Lease Agreement and any Schedule, the terms of such Schedule shall govern and control, but only with respect to the Product subject to such Schedule. The termination of this Lease Agreement will not affect any Schedule executed prior to the effective date of such termination. When you receive the Product, you agree to inspect it to determine it is in good working order. Scheduled Payments (as specified in the applicable Schedule) will begin on the Product delivery and acceptance date ("Effective Date"). You agree to sign and return to us a delivery and acceptance certificate (which, at our request, may be done electronically) within five (5) business days after any Product is installed.
- Term; Payments.** The first scheduled Payment (as specified in the applicable Schedule) ("Payment") will be due on the acceptance date of the Equipment or such later date as we may designate. The remaining Payments will be due on the same day of each subsequent month, unless otherwise specified on the applicable Schedule. If any Payment or other amount payable under any Schedule is not received within forty-five (45) days of its due date, you will pay to us, in addition to that Payment, a late charge of 1% per month of the overdue Payment (but in no event greater than the maximum amount allowed by applicable law). You agree to pay \$25.00 for each check returned for insufficient funds. You also agree that, except as set forth in Section 18 below, THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ON ANY SCHEDULE TO THIS LEASE AGREEMENT. All Payments to us are "net" and unconditional and are not subject to set off, defense, counterclaim or reduction for any reason. You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wires only. You also agree that cash and cash equivalents are not acceptable forms of payment for this Lease Agreement or any Schedule and that you will not remit such forms of payment to us. Payment in any other form may delay processing or be returned to you. Furthermore, only you or your authorized agent as approved by us will remit payments to us.
- Product Location; Use and Repair.** You will keep and use the Product only at the Product Location shown in the applicable Schedule. You will not move the Product from the location specified in the applicable Schedule or make any alterations, additions or replacements to the Product without our prior written consent, which consent will not be unreasonably withheld. At your own cost and expense, you will keep the Product eligible for any Manufacturer's certification as to maintenance and in compliance with applicable laws and in good condition, except for ordinary wear and tear. You shall engage Ricoh, its subsidiaries or affiliates, or an independent third party (the "Servicer") to provide maintenance and support services pursuant to a separate agreement for such purpose ("Maintenance Agreement"). All alterations, additions or replacements will become part of the Product and our property at no cost or expense to us. We may inspect the Product at any reasonable time.
- Taxes and Fees.** In addition to the payments under this Lease Agreement, you agree to pay all taxes, assessments, fees and charges governmentally imposed upon our purchase, ownership, possession, leasing, renting, operation, control or use of the Product. If we are required to file and pay property tax, you agree, at our discretion, to either: (a) reimburse us for all personal property and other similar taxes and governmental charges associated with the ownership, possession or use of the Product when billed by the jurisdictions; or (b) remit to us each billing period our estimate of the pro-rated equivalent of such taxes and governmental charges. In the event that the billing period sums include a separately stated estimate of personal property and other similar taxes, you acknowledge and agree that such amount represents our estimate of such taxes that will be payable with respect to the Product during the term of the applicable Schedule. As compensation for our internal and external costs in the administration of taxes related to each unit of Product, you agree to pay us a "Property Tax Administrative Fee" in an amount not to exceed the greater of 10% of the invoiced property tax amount or \$10 each time such tax is invoiced during the term of the applicable Schedule, not to exceed the maximum amount permitted by applicable law. The Property Tax Administrative Fee, at our sole discretion, may be increased by an amount not exceeding 10% thereof for each subsequent year during the term of the applicable Schedule to reflect our increased cost of administration and we will notify you of any such increase by indicating such increased amount in the relevant invoice or in such other manner as we may deem appropriate. If we are required to pay upfront sales or use tax and you opt to pay such tax over the term of the lease and not as a lump sum at lease inception, then you agree to pay us a "Sales Tax Administrative Fee" equal to 3.5% of the total tax due per year. Sales and use tax, if applicable, will be charged until a valid sales and use tax exemption certificate is provided to us.

6. **Warranties.** We transfer to you, without recourse, for the term of each Schedule, any written warranties made by the Manufacturer or Software Supplier (as defined in Section 10 of this Lease Agreement) with respect to the Product leased or rented pursuant to such Schedule. YOU ACKNOWLEDGE THAT YOU HAVE SELECTED THE PRODUCT BASED ON YOUR OWN JUDGMENT AND YOU HEREBY AFFIRMATIVELY DISCLAIM RELIANCE ON ANY ORAL REPRESENTATION CONCERNING THE PRODUCT MADE TO YOU. However, if you enter into a Maintenance Agreement with Servicer with respect to any Product, no provision, clause or paragraph of this Lease Agreement shall alter, restrict, diminish or waive the rights, remedies or benefits that you may have against Servicer under such Maintenance Agreement. WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AS TO US AND OUR ASSIGNEE, YOU LEASE OR RENT THE PRODUCT "AS-IS." The only warranties, express or implied, made to you are the warranties (if any) made by the Manufacturer and/or Servicer to you in any documents, other than this Lease Agreement, executed by and between the Manufacturer and/or Servicer and you. YOU AGREE THAT, NOTWITHSTANDING ANYTHING TO THE CONTRARY, WE ARE NOT RESPONSIBLE FOR, AND YOU WILL NOT MAKE ANY CLAIM AGAINST US FOR, ANY CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES.
7. **Loss or Damage.** You are responsible for any theft of, destruction of, or damage to the Product (collectively, "Loss") from any cause at all, whether or not insured, from the time of Product delivery to you until it is made available to us or our agents at the end of the term of the Schedule. You are required to make all Payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, at our option, you will either (a) repair the Product so that it is in good condition and working order, eligible for any Manufacturer's certification, (b) pay us the amounts specified in Section 12 below, or (c) replace the Product with equipment of like age and capacity from Ricoh.
8. **Indemnity, Liability and Insurance.** (a) To the extent not prohibited by applicable law, you agree to indemnify us, defend us and hold us harmless from all claims arising out of the death or bodily injury of any person or the damage, loss or destruction of any tangible property caused by or to the Product, except to the extent caused by our gross negligence or willful misconduct. (b) You agree to maintain insurance through self-insurance or otherwise, to cover the Product for all types of loss, including, without limitation, theft, in an amount not less than the full replacement value. In addition, you agree to maintain comprehensive public liability insurance, which, upon our request, shall be in an amount acceptable to us and shall name us as an additional insured. Upon our request, you agree to provide us with evidence of such insurance. In the event of loss or damage to the Product, you agree to remain responsible for the Payment obligations under this Lease Agreement until the Payment obligations are fully satisfied.
9. **Title; Recording.** We are the owner of and will hold title to the Product (except for any Software). You will keep the Product free of all liens and encumbrances. Except as reflected on any Schedule, you agree that this Lease Agreement is a true lease. However, if any Schedule is deemed to be intended for security, you hereby grant to us a purchase money security interest in the Product covered by the applicable Schedule (including any replacements, substitutions, additions, attachments and proceeds) as security for the payment of the amounts under each Schedule. You authorize us to file a copy of this Lease Agreement and/or any Schedule as a financing statement, and you agree to promptly execute and deliver to us any financing statements covering the Product that we may reasonably require; provided, however, that you hereby authorize us to file any such financing statement without your authentication to the extent permitted by applicable law.
10. **Software or Intangibles.** To the extent that the Product includes Software, you understand and agree that we have no right, title or interest in the Software, and you will comply throughout the term of this Lease Agreement with any license and/or other agreement ("Software License") entered into with the supplier of the Software ("Software Supplier"). You are responsible for entering into any Software License with the Software Supplier no later than the Effective Date.
11. **Default.** Each of the following is a "Default" under this Lease Agreement and all Schedules: (a) you fail to pay any Payment or any other amount within forty-five (45) days of its due date, (b) any representation or warranty made by you in this Lease Agreement is false or incorrect and/or you do not perform any of your other obligations under this Lease Agreement or any Schedule and/or under any other agreement with us or with any of our affiliates and this failure continues for thirty (30) days after we have notified you of it, (c) a petition is filed by or against you or any guarantor under any bankruptcy or insolvency law or a trustee, receiver or liquidator is appointed for you, any guarantor or any substantial part of your assets, (d) you or any guarantor makes an assignment for the benefit of creditors, (e) any guarantor dies, stops doing business as a going concern or transfers all or substantially all of such guarantor's assets, or (f) you stop doing business as a going concern or transfer all or substantially all of your assets.
12. **Remedies.** If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate this Lease Agreement and/or any or all Schedules, and/or any or all other agreements that we have entered into with you; (b) we may require you to immediately pay to us, as compensation for loss of our bargain and not as a penalty, a sum equal to: (i) all past due Payments and all other amounts then due and payable under this Lease Agreement or any Schedule; and (ii) the present value of all unpaid Payments for the remainder of the term of each Schedule plus the present value of our anticipated value of the Product at the end of the initial term of any Schedule (or any renewal of such Schedule), each discounted at a rate equal to 3% per year to the date of default, and we may charge you interest on all amounts due us from the date of default until paid at the rate of 1% per month, but in no event more than the maximum rate permitted by applicable law. We agree to apply the net proceeds (as specified below in this Section) of any disposition of the Product to the amounts that you owe us; (c) we may require you to deliver the Product to us as set forth in Section 14; (d) we or our representative may peacefully repossess the Product without court order and you will not make any claims against us for damages or trespass or any other reason; (e) we may exercise any and all other rights or remedies available to a lender, secured party or lessor under the Uniform Commercial Code ("UCC"), including, without limitation, those set forth in Article 2A of the UCC, and at law or in equity; (f) we may immediately terminate your right to use the Software including the disabling (on-site or by remote communication) of any Software; (g) we may demand the immediate return and obtain possession of the Software and re-license the Software at a public or private sale; (h) we may cause the Software Supplier to terminate the Software License, support and other services under the Software License, and/or (i) at our option, we may sell, re-lease, or otherwise dispose of the Product under such terms and conditions as may be acceptable to us in our discretion. You agree to pay all of our costs of enforcing our rights against you, including reasonable attorneys' fees, and all costs related to the sale or disposition of the Product including, without limitation, incidental damages expended in the repossession, repair, preparation, and advertisement for sale or lease or other disposition of the Product. If we take possession of the Product (or any Software, if applicable), we may sell or otherwise dispose of it with or without notice, at a public or private disposition, and to apply the net proceeds (after we have deducted all costs, including reasonable attorneys' fees) to the amounts that you owe us. You agree that, if notice of sale is required by law to be given, five (5) days' notice shall constitute reasonable notice. You will remain responsible for any deficiency that is due after we have applied any such net proceeds.
13. **Ownership of Product; Assignment.** YOU HAVE NO RIGHT TO SELL, TRANSFER, ENCUMBER, SUBLET OR ASSIGN THE PRODUCT OR THIS LEASE AGREEMENT OR ANY SCHEDULE WITHOUT OUR PRIOR WRITTEN CONSENT (which consent shall not be unreasonably withheld). You agree that we may sell or assign all or a portion of our interests in the Product and/or this Lease Agreement or any Schedule with written notice to you even if less than all the Payments have been assigned. In that event, the assignee (the "Assignee") will have such rights as we assign to them but none of our obligations (we will keep those obligations) and the rights of the Assignee will not be subject to any claims, defenses or set offs that you may have against us. No assignment to an Assignee will release Ricoh from any obligations Ricoh may have to you hereunder. The Maintenance Agreement you have entered into with a Servicer will remain in full force and effect with Servicer and will not be affected by any such assignment. You acknowledge that the Assignee did not manufacture or design the Product and that you have selected the Manufacturer, Servicer and the Product based on your own judgment.
14. **Renewal; Return of Product.** YOU WILL NOTIFY US IN WRITING OF YOUR INTENT TO EITHER TERMINATE SUCH SCHEDULE OR TO EXTEND IT ON A MONTH-TO MONTH BASIS, OR FOR TWELVE (12) MONTHS, AND SUCH NOTICE SHALL BE GIVEN AT LEAST THIRTY (30) DAYS PRIOR, BUT NOT MORE THAN ONE HUNDRED TWENTY (120) DAYS PRIOR, TO THE EXPIRATION OF THE MINIMUM TERM OR EXTENSION OF SUCH SCHEDULE. AT

ANY TIME DURING ANY MONTH-TO-MONTH RENEWAL, WE HAVE THE RIGHT, UPON THIRTY (30) DAYS NOTICE, TO DEMAND THAT YOU RETURN THE PRODUCT TO US IN ACCORDANCE WITH THE TERMS OF THIS SECTION 14, UNLESS YOUR NOTICE EXTENDED THE TERM FOR TWELVE (12) MONTHS. Notwithstanding the foregoing, nothing herein is intended to provide, nor shall be interpreted as providing, (a) you with a legally enforceable option to extend or renew the terms of this Lease Agreement or any Schedule, or (b) us with a legally enforceable option to compel any such extension or renewal. At the end of or upon termination of each Schedule, you will immediately make the Product subject to such expired Schedule available to us (or our designee), in as good condition as when you received it, except for ordinary wear and tear. We will bear all shipping charges. You must pay additional monthly Payments at the same rate as then in effect under a Schedule, until the Product is returned by you and is received in good condition and working order by us or our designees. We will cleanse and purge (if capable), at no additional cost to you, all data from hard drives in the Equipment prior to removing the Equipment from your location or from any hard drive prior to such hard drive being removed from your location ("Data Management Services"). In the event, you elect to retain possession of a hard drive, you agree to pay us the specified hard drive retention charge. You acknowledge that you are responsible for ensuring your own compliance with legal requirements in connection with data retention and protection and that we do not provide legal advice or represent that the Products will guarantee compliance with such requirements. The selection, use and design of any Data Management Services, and any decisions arising with respect to the deletion or storage of data, as well as the loss of any data resulting therefrom, shall be your sole and exclusive responsibility.

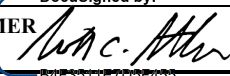

15. Miscellaneous. It is the intent of the parties that this Lease Agreement and any Schedule shall be deemed and constitute a "finance lease" as defined under and governed by Article 2A of the UCC. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. You authorize us to supply any missing "configure to order" number ("CTO"), other equipment identification numbers (including, without limitation, serial numbers), agreement/schedule identification numbers and/or dates in this Lease Agreement or any Schedule. You acknowledge that you have not been induced to enter into this Lease Agreement by any representation or warranty not expressly set forth in this Lease Agreement. Neither this Lease Agreement nor any Schedule is binding on us until we sign it. Any change in any of the terms and conditions of this Lease Agreement or any Schedule must be in writing and signed by us. If we delay or fail to enforce any of its rights under this Lease Agreement with respect to any or all Schedules, we will still be able to enforce those rights at a later time. All notices shall be given in writing and sent either (a) by certified mail or recognized overnight delivery service, postage prepaid, addressed to the party receiving the notice at the address shown on the front of this Lease Agreement, or (b) by facsimile transmission, with oral confirmation, to the facsimile number shown below such party's signature on this Lease Agreement. Either party may change its address or facsimile number by giving written notice of such change to the other party. Notices shall be effective on the date sent. Each of our respective rights and indemnities will survive the termination of this Lease Agreement and each Schedule. If more than one customer has signed this Lease Agreement or any Schedule, each customer agrees that its liability is joint and several. It is the express intent of the parties not to violate any applicable usury laws or 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 in the order of maturity, and any remaining excess will be refunded to you. We make no representation or warranty of any kind, express or implied, with respect to the legal, tax or accounting treatment of this Lease Agreement and any Schedule and you acknowledge that we are an independent contractor and not your fiduciary. You will obtain your own legal, tax and accounting advice related to this Lease Agreement or any Schedule and make your own determination of the proper accounting treatment of this Lease Agreement or any Schedule. We may receive compensation from the Manufacturer or supplier of the Product in order to enable us to reduce the cost of leasing or renting the Product to you under this Lease Agreement or any Schedule below what we otherwise would charge. If we received such compensation, the reduction in the cost of leasing or renting the Product is reflected in the Minimum Payment specified in the applicable Schedule. You authorize us, our agent and/or our Assignee to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our Assignee and third parties having an economic interest in this Lease Agreement, any Schedule or the Product. You agree to provide updated annual and/or quarterly financial statements to us upon request.
16. Governing Law; Jurisdiction; Waiver of Trial By Jury and Certain Rights and Remedies Under The Uniform Commercial Code. YOU AGREE THAT THIS LEASE AGREEMENT AND ANY SCHEDULE WILL BE GOVERNED UNDER THE LAW FOR THE STATE IN WHICH THE APPLICABLE PARTICIPATING ADDENDUM DESIGNATES. YOU ALSO CONSENT TO THE VENUE AND NON-EXCLUSIVE JURISDICTION OF ANY COURT LOCATED IN EACH OF THE COMMONWEALTH OF PENNSYLVANIA AND THE STATE WHERE YOUR PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED TO RESOLVE ANY CONFLICT UNDER THIS LEASE AGREEMENT. THE PARTIES TO THIS LEASE AGREEMENT EACH WAIVE THE RIGHT TO TRIAL BY JURY IN THE EVENT OF A LAWSUIT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A CUSTOMER OR LESSEE BY ARTICLE 2A OF THE UCC THAT YOU MAY HAVE AGAINST US (BUT NOT AGAINST THE MANUFACTURER OF THE PRODUCT). TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS FOR YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ASK TO SEE IDENTIFYING DOCUMENTS.
17. Counterparts; Facsimiles. Each Schedule may be executed in counterparts. The counterpart which has our original signature and/or is in our possession or control shall constitute chattel paper as that term is defined in the UCC and shall constitute the original agreement for all purposes, including, without limitation, (a) any hearing, trial or proceeding with respect to such Schedule, and (b) any determination as to which version of such Schedule constitutes the single true original item of chattel paper under the UCC. If you sign and transmit a Schedule to us by facsimile or other electronic transmission, the facsimile or such electronic transmission of such Schedule, upon execution by us (manually or electronically, as applicable), shall be binding upon the parties. You agree that the facsimile or other electronic transmission of a Schedule containing your facsimile or other electronically transmitted signature, which is manually or electronically signed by us, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. You agree to deliver to us upon our request the counterpart of such Schedule containing your original manual signature.
18. State and Local Government Provisions. If the Customer is a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code, the following additional terms and conditions shall apply:
 - (a) Essentiality. During the term of this Lease Agreement and any Schedule, the Product will be used solely for the purpose of performing one or more governmental or proprietary functions consistent with the permissible scope of your authority. You represent and warrant that the use of the Product is essential to performing such governmental or proprietary functions.
 - (b) Non-Appropriation/Non-Substitution. (i) If all of the following shall occur: (A) your governing body fails to appropriate sufficient monies in any fiscal period for rentals and other payments coming due under a Schedule to this Lease Agreement in the next succeeding fiscal period for any equipment which will perform services and functions which in whole or in part are essentially the same services and functions performed by the Product covered by any such Schedule, (B) other funds are not available for such payments, and (C) the non-appropriation of funds did not result from any act or failure to act on your part, then a "Non-Appropriation" shall be deemed to have occurred. (ii) If a Non-Appropriation occurs, then: (A) you must give us immediate notice of such Non-Appropriation and provide written notice of such failure by your governing body at least thirty (30) days prior to the end of the then current fiscal year or if Non-Appropriation has not occurred by such date, immediately upon Non-Appropriation, (B) no later than the last day of the fiscal year for which appropriations were made for the rental due under any Schedule to this Lease Agreement (the "Return Date"), you shall return to us all, but not less than all, of the Product covered by such Schedule to this Lease Agreement, at your sole expense, in accordance with


the terms hereof; and (C) any Schedule to this Lease Agreement shall terminate on the Return Date without penalty or expense to you and you shall not be obligated to pay the rentals beyond such fiscal year, provided that (x) you shall pay any and all rentals and other payments due up through the end of the last day of the fiscal year for which appropriations were made and (y) you shall pay month-to-month rent at the rate set forth in any such Schedule for each month or part thereof that you fail to return the Product as required herein. (iii) Upon any such Non-Appropriation, upon our request, you will provide, upon our request, an opinion of independent counsel (who shall be reasonably acceptable to us), in form reasonably acceptable to us, confirming the Non-Appropriation and providing reasonably sufficient proof of such Non-Appropriation.

- (c) **Funding Intent.** You represent and warrant to us that you presently intend to continue this Lease Agreement and any Schedule hereto for the entire term of such Schedule and to pay all rentals relating to such Schedule and to do all things lawfully within your power to obtain and maintain funds from which the rentals and all other payments owing under such Schedule may be made. The parties acknowledge that appropriation for rentals is a governmental function to which you cannot contractually commit yourself in advance and this Lease Agreement shall not constitute such a commitment. To the extent permitted by law, the person or entity in charge of preparing your budget will include in the budget request for each fiscal year during the term of each Schedule, respectively, to this Lease Agreement an amount equal to the rentals (to be used for such rentals) to become due in such fiscal year, and will use all reasonable and lawful means available to secure the appropriation of money for such fiscal year sufficient to pay all rentals coming due during such fiscal year.
- (d) **Authority and Authorization.** (i) You represent and warrant to us that: (A) you are a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code; (B) you have the power and authority to enter into this Lease Agreement and all Schedules to this Lease Agreement; (C) this Lease Agreement and all Schedules to this Lease Agreement have been duly authorized, executed and delivered by you and constitute valid, legal and binding agreement(s) enforceable against you in accordance with their terms; and (D) no further approval, consent or withholding of objections is required from any governmental authority with respect to this Lease Agreement or any Schedule to this Lease Agreement. (ii) If and to the extent required by us, you agree to provide us with an opinion of independent counsel (who shall be reasonably acceptable to us) confirming the foregoing and other related matters, in form and substance acceptable to us. (iii) You agree to take all required actions and to file all necessary forms, including IRS Forms 8038-G or 8038-GC, as applicable, to preserve the tax exempt status of this Lease Agreement and all Schedules thereto. (iv) You agree to provide us with any other documents that we may reasonably request in connection with the foregoing and this Lease Agreement.
- (e) **Assignment.** You agree to acknowledge any assignment to the Assignee in writing, if so requested, and, if applicable, to keep a complete and accurate record of all such assignments in a manner that complies with Section 149(a) of the Internal Revenue Code and the regulations promulgated thereunder.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of the dates set forth below.

THE PERSON SIGNING THIS LEASE AGREEMENT ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

<p>CUSTOMER</p> <p>By:  <small>Authorized Signer Signature</small></p> <p>Printed Name: <u>Scott Stiles</u></p> <p>Title: <u>City Manager</u> Date: <u>1/25/2023</u></p> <p>Facsimile Number: _____</p>	<p>Accepted by:  <small>Authorized Signer Signature</small></p> <p>By: <u>187B3B46FCF542C...</u></p> <p>Printed Name: <u>Curt Albrecht</u></p> <p>Title: <u>Vice President & Managing Director</u> Date: <u>1/10/2023</u></p> <p>Facsimile Number: _____</p>
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DocuSigned by:

 8A61EE779B44411...

1/10/2023

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 836DF295DAD44E7...

1/25/2023



Agreement #: MMSA32004264

MASTER MAINTENANCE & SALE AGREEMENT

NASPO ValuePoint

CUSTOMER INFORMATION					
Full Legal Name	CITY OF GARDEN GROVE				
Address	11222 ACACIA PKWY				
City	GARDEN GROVE	State	CA	Zip Code	92840-5208

This Master Maintenance & Sale Agreement ("Agreement") sets forth the specific terms and conditions under which Ricoh USA, Inc. ("Rico") agrees to sell the specific equipment, software, and/or hardware ("Products") and/or provide the services ("Services") identified on an Order (defined below). In order to obtain Products and/or Services from Ricoh hereunder, Customer will either: (i) execute an order form (in a form to be provided and executed by Ricoh) referencing this Agreement; or (ii) issue a purchase order to Ricoh (each, an "Order"). Either party may terminate this Agreement at any time upon prior written notice to the other. Termination of this Agreement shall not, however, alter or otherwise modify the rights or obligations of the parties with respect to any Order placed and accepted prior to such termination. Each Order is separately enforceable as a complete and independent binding agreement, independent of all other Orders, if any.

Terms applicable to Service transactions only:

1. **Services.** (a) Each Order for Services must identify the specific Services to be performed, including, if applicable, the equipment to be serviced (the "Serviced Products"), the Term (defined in Section 3) of the Service engagement, the location at which Services shall be performed and the applicable Service Charges (defined in Section 4) for such Order. Ricoh will not be responsible to provide Services for Serviced Products in the event the Term and location(s) are not identified on the Order accepted by Ricoh.

(b) For maintenance and repair Services, Ricoh will repair or replace in accordance with the terms and conditions of this Agreement and the manufacturer's specifications, any part of the Serviced Products that becomes unserviceable due to normal usage (other than consumable supplies). Replacement parts will be furnished on an exchange basis and will be new, reconditioned or used. All parts removed due to replacement will become the property of Ricoh.

(c) The maintenance and repair Services provided by Ricoh under an Order will not include the following: (i) repairs resulting from misuse (including without limitation improper voltage or the use of supplies that do not conform to the manufacturer's specifications) or the failure to provide, or the failure of, adequate electrical power, air conditioning or humidity control; (ii) repairs made necessary by service performed by persons other than Ricoh representatives; (iii) unless covered under an extended hour service contract, service calls or work which Customer requests to be performed outside of Normal Business Hours (defined below) and Service calls or work which Customer requests to be performed on Ricoh Holidays (defined below); (iv) removable cassette, copy cabinet, exit trays, or any item not related to the mechanical or electrical operation of the Serviced Products; (v) consumable supplies such as paper, staples, clear toner and white toner, unless expressly provided for in the applicable Order; (vi) repairs, service calls and/or connectivity of attachments not purchased from Ricoh; (vii) any software, system support or related connectivity unless specified in writing by Ricoh; (viii) parts no longer available from the applicable manufacturer; (ix) electrical work external to the Serviced Products, including problems resulting from overloaded or improper circuits; (x) installation or de-installation and/or movement of the Serviced Products from one location to another unless specified in writing by Ricoh; (xi) repairs of damage or increase in service time caused by force majeure events; (xii) reconditioning and similar major overhauls of Serviced Products; (xiii) any obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Serviced Products, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"), unless Customer engages Ricoh to perform such Data Management Services at then-prevailing rates pursuant to an Order for such purpose; and (xiv) engineering changes which provide additional capabilities to the Ricoh Equipment (defined in Section 13) covered herein unless made at Customer's request and paid at Ricoh's applicable time and material rates then in effect. Damage to Serviced Products or parts arising from causes beyond the control of Ricoh are not covered by this Agreement. Ricoh may terminate its Service obligations under any Order for Serviced Products that have been modified, damaged, altered or serviced by personnel other than those employed by Ricoh.

2. **Service Calls.** Unless otherwise specified in an Order, service calls will be made during 9:00am – 5:00pm local service time, Monday through Friday ("Normal Business Hours") at the installation address shown on the applicable Order. Service does not include coverage on Ricoh holidays, which include New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, the day after Thanksgiving and Christmas Day (collectively, "Rico Holidays"). Travel and labor-time for the service calls after Normal Business Hours, on weekends and on Rico Holidays, if and when available and only in the event and to the extent that Ricoh agrees to provide such non-standard coverage, will be charged at overtime rates in effect at the time the service call is made. While on-site at any Customer location, Ricoh personnel shall comply with Customer's reasonable policies pertaining to access, security and use of Customer sites and systems, provided that such policies are provided to Ricoh in advance and in writing and do not conflict with the terms and conditions of this Agreement.

3. **Term; Early Termination.** Each Order shall become effective on the date that Ricoh accepts the Order, and shall continue for the term identified in the Order. At the expiration of the term identified in the Order, it will automatically renew for successive twelve (12) month periods unless notice of termination as specified below is given. The duration of the initial term and any extension or renewal thereto are collectively referred to as the "Term." Customer may terminate any Order under this Agreement for convenience prior to expiration of its Term so long as Customer is not then in default and provides Ricoh at least thirty (30) days prior written notice. Ricoh may terminate any Order under this Agreement for convenience prior to expiration of its Term so long as Ricoh is not then in default and provides Customer at least sixty (60) days prior written notice. Should Customer elect to terminate an Order for convenience that has a Term of at least thirty-six (36) months, Customer shall pay to Ricoh, as liquidated damages and not as a penalty, an early termination fee in accordance with the following ("Termination Fee"): (i) if the termination occurs in months one (1) through twelve (12) of the Term, an amount equal to twelve (12) times the Monthly Service Charge (as defined below); (ii) if the termination occurs in months thirteen (13) through twenty-four (24) of the Term, an amount equal to nine (9) times the Monthly Service Charge; and (iii) if the termination occurs anytime after the twenty-fourth (24th) month of the Term, an amount equal to the lesser of six (6) times the Monthly Service Charge or the number of months remaining under the then current Term of such Order. For an Order having a Term of less than thirty-six (36) months, the Termination Fee shall be equal to the lesser of six (6) times the Monthly Service Charge or the number of months remaining under the Term of such Order. For the purposes herein, the "Monthly Service Charge" shall equal (i) the base monthly Service Charge set forth in the Order;

or (ii) in the event the Order does not contain a base monthly Service Charge, the average monthly Order charges for the six (6) month period prior to the date of Customer's termination. If such termination date occurs less than six (6) months after the effective date of the Order, the Monthly Service Charge will be equal to the average monthly Order charges for the number of months the Order was in effect.

4. **Service Charges.** (a) Service charges ("Service Charges") will be set forth on an Order. Service Charges will not include any charges for repairs or Service that are otherwise covered by the applicable manufacturer's limited warranty during the period covered by any such warranty, to the extent Ricoh has agreed with such manufacturer not to charge a customer for any such charges. Customer acknowledges and agrees that: (i) alterations, attachments, specification changes, or use by Customer of sub-standard supplies that cause excessive service calls may require an increase in Service Charges; (ii) the transfer of the Serviced Products from the location indicated on the applicable Order may result in an increase of Service Charges or the termination of the Order; and (iii) to the extent that Customer requests that Ricoh registers with a third-party vendor prequalification service and Ricoh agrees to register, Customer will be charged for Ricoh's registration and any other related fees for registering with such service and this Agreement shall be the only terms and conditions to govern such registration and service. Customer shall be responsible for any costs related to freight (including fuel surcharges, which may be imposed from time to time), postage/mailling expense (meter rentals) and/or administrative and processing fees and, to the extent Ricoh pays such costs, Customer shall immediately reimburse Ricoh.

(b) Unless otherwise specified in an Order, Service Charges are based on standard 8.5x11 images. Ricoh reserves the right to assess additional images charges for non-standard images, including 11x17 images. Customer acknowledges that pricing is based on the prevailing rates at the time of the Order.

5. **Use of Recommended Supplies; Meter Readings.** (a) It is not a condition of this Agreement that Customer use only Ricoh-provided supplies. If Customer uses other than manufacturer-recommended supplies, including paper, developer, toner, and fuser oil, and if such supplies are defective or not acceptable for use on the Serviced Products or cause abnormally frequent service calls or service problems, then Ricoh may, at its option, assess a surcharge or terminate the applicable Order with respect to such Serviced Products. If so terminated, Customer will be offered Service on a "per call" basis at Ricoh's then-prevailing time and material rates. If Ricoh determines that Customer has used more Ricoh-provided supplies than the manufacturer's recommended specifications, then Customer will pay reasonable charges for those excess supplies and/or Ricoh may refuse Customer additional supply shipments.

(b) Customer is required to provide Ricoh actual and accurate meter readings in accordance with the billing schedule set forth on an Order. Ricoh may, at its discretion and dependent upon Serviced Product capabilities, collect remote meter readings and utilize equipment monitoring services using automatic meter reading solutions ("AMR"). This may allow for automated meter reading and submission, automatic placement of low toner alerts, automatic placement of service calls in the event of a critical Serviced Product failure and may enable firmware upgrades. The meter count and other information collected by AMR ("Data") is sent via the internet to remote servers some of which may be located outside the U.S. **AMR cannot and does not collect Customer document content.** Ricoh uses reasonably available technology to maintain the security of the Data; however, Customer acknowledges that no one can guaranty security of information maintained on computers and on the internet. Ricoh retains full rights to the Data (but not Customer documents or information), which it or its authorized third parties may use to service the Serviced Products. Ricoh may also use the Data for its normal business purposes including product development and marketing research, however, the Data will not be provided to any non-Ricoh third party in a form that personally identifies the Customer. Ricoh may dispose of the Data at any time and without notice. AMR technology is the confidential and proprietary information of Ricoh and/or its licensors protected by copyright, trade secret and other laws and treaties. Ricoh retains full title, ownership and all intellectual property rights in and to AMR.

(c) If an actual and accurate meter reading is not supplied to Ricoh in accordance with the billing schedule set forth on an Order, Ricoh may calculate an estimated meter reading from previous meter readings and Customer agrees to pay Service Charges based on such calculated estimate. Appropriate adjustments will be made by Ricoh in a subsequent billing cycle following Customer providing actual and accurate meter readings. If Ricoh contacts Customer to obtain a meter reading, then Ricoh may assess an administrative fee in an amount equal to fifteen dollars (\$15.00) per meter reading collected per billing period for the time and expense associated with meter collection activity in addition to the Service Charges. If Ricoh visits Customer location to obtain a meter reading, Ricoh may assess a fee according to the hourly service charge rate.

6. **Connectivity and Professional Services.** Customer may acquire connectivity, IT and professional services from Ricoh ("Professional Services") by executing and delivering to Ricoh an Order setting forth the specific services to be provided. Ricoh shall provide the Professional Services at Customer's location(s) or on a remote basis as set forth in the Order. Customer shall provide Ricoh with such access to its facilities, networks and systems as may be reasonably necessary for Ricoh to perform the Professional Services. Customer acknowledges that Ricoh's performance of the Professional Services is dependent upon Customer's timely and effective performance of its responsibilities as set forth in the Order. Estimated delivery and/or service schedules contained in any Order are non-binding estimates. Intellectual property rights, if any, arising from the Professional Services provided under any Order shall remain the property of Ricoh. Unless connectivity Services are specifically identified in the Order as part of the Services to be performed by Ricoh, Ricoh shall have no obligation to perform and no responsibility for the connection of any hardware or software to any Customer network or system.

7. **Customer Obligations.** Customer agrees to provide a proper place for the use of the Serviced Products, including but not limited to, electric service, as specified by the manufacturer. Customer will provide adequate facilities (at no charge) for use by Ricoh representatives in connection with the Service of the Serviced Products hereunder within a reasonable distance of the Serviced Products. Customer agrees to provide such access to its facilities, networks and systems as may be reasonably necessary for Ricoh to perform its Services, including but not limited to "360 degree" service access to the Serviced Products. Customer will provide a key operator for the Serviced Products and will make operators available for instruction in use and care of the Serviced Products. Unless otherwise agreed upon by Ricoh in writing or designated in the applicable Order, all supplies for use with the Serviced Products will be provided by Customer and will be available "on site" for servicing. Customer agrees that (i) any equipment not serviced by Ricoh which utilizes identical supplies to the Serviced Products must be covered under a separate inclusive non-Ricoh service program; and (ii) any Serviced Products under one Ricoh Service Level may not utilize any supplies provided to other Serviced Products with a different Ricoh Service Level (i.e., no sharing of supplies across different Ricoh Service Levels).

8. **Insurance.** Prior to providing the Services, Ricoh shall provide insurance certificates and endorsements to Customer as follows. All insurance shall contain a statement on the part of the carrier or agent to notify Customer of any cancellation or termination at least thirty (30) days in advance and a waiver of subrogation.

(a) **WORKERS COMPENSATION INSURANCE.** During the duration of this Agreement, Ricoh shall maintain Workers Compensation Insurance in the amount and type required by law.

(b) **INSURANCE AMOUNTS.** Ricoh shall maintain the following insurance in the amount and type for the duration of this Agreement:

(i) Commercial general liability in an amount not less than \$1,000,000.00 per occurrence (claims made and modified occurrence policies are not acceptable); and have a Best's Guide Rating of A-, Class VII or better.

(ii) Automobile liability for all autos in an amount of \$1,000,000.00 combined single limit (claims made and modified occurrence policies are not acceptable); and have a Best's Guide Rating of A-, Class VII or better.

(c) **ENDORSEMENTS AND OTHER REQUIREMENTS.**

(i) An On-Going and Completed Operations Additional Insured Endorsement for the policy under subsection (b)(i) above shall designate Customer, Customer's officers, officials, employees, and agents as additional insureds for liability arising out of work or operations performed by or on behalf of Ricoh. Ricoh shall provide Customer proof of insurance and endorsement forms that conform to Customer's requirements.

(ii) An Additional Insured Endorsement for the policy under subsection (b)(ii) above shall designate Customer, Customer's officers, officials, employees, and agents as additional insureds for automobiles, owned, leased, hired, or borrowed by Ricoh. Ricoh shall provide Customer proof of insurance and endorsement forms that conform to Customer's requirements.

(iii) For any claims related to this Agreement, Ricoh's insurance coverage shall be primary insurance as respects to Customer, Customer's officers, officials, employees, and agents. Any insurance or self-insurance maintained by Customer, Customer's officers, officials, employees, and agents shall be excess of Ricoh's insurance and shall not contribute with it.

9. **Indemnification.** To the extent not prohibited by applicable law, each party ("Indemnifying Party") shall indemnify, defend and hold harmless the other ("Indemnified Party") from all third-party claims incurred by the Indemnified Party arising out of the death or bodily injury of any agent, employee, or business invitee of the Indemnified Party, or the damage, loss, or destruction of any tangible property of the Indemnified Party to the extent proximately caused by the negligent acts or omissions or willful misconduct of the Indemnifying Party, its employees, or agents. Without intending to create any limitation relating to the survival of any other provisions of this Agreement, Ricoh and Customer agree that the terms of this paragraph shall survive the expiration or earlier termination of this Agreement. Each party shall promptly notify the other in the event of the threat or initiation of any claim, demand, action or proceeding to which the indemnification obligations set forth in this Section may apply.

Terms applicable to Product sale transactions only:

10. **Order; Delivery and Acceptance.** Each Order for Products must identify the Products, the Product delivery location and the applicable Product charges. Ricoh will not be obligated to sell or deliver Products where such information is not provided in the applicable Order. Customer agrees to confirm delivery of all Products covered by each Order when the same is delivered by signing a delivery and acceptance certificate or written delivery acknowledgement. Payment for accepted purchased Products will be due and payable in accordance with this Agreement and shall not be contingent on installation of software or performance of Professional Services. Orders shall not be cancelable by Customer following acceptance by Ricoh. Ricoh reserves the right to make Product deliveries in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Customer of its obligation to accept remaining installments and remit payments as invoiced by Ricoh. Ricoh reserves the right at any time to revoke any credit extended to Customer because of Customer's failure to pay for any Products when due or for any other credit reason.

11. **Title; Risk of Loss.** Unless otherwise agreed upon by both parties in writing, Products are deemed delivered and title passes to Customer upon delivery by Ricoh to Customer shipping point. Upon delivery in either case, Customer assumes all risk of theft, loss or damage to the Products, no matter how occasioned.

12. **Returns; Damaged Products.** No Products may be returned without Ricoh's prior written consent. Only consumable goods invoiced within sixty (60) days will be considered for return. On authorized returns, Customer agrees to pay a restocking charge equivalent to the lesser of ten percent (10%) of the purchase price or \$200.00. Products returned without written authorization from Ricoh may not be accepted by Ricoh and is the sole responsibility of Customer. All nonsaleable merchandise (that has been opened or partially used) will be deducted from any credit due to Customer. All claims for damaged Products or delay in delivery shall be deemed waived unless made in writing and delivered to Ricoh within five (5) days after receipt of Products.

Terms applicable to all transactions:

13. **Warranty.** Ricoh agrees to perform its Services in a professional manner, consistent with applicable industry standards. Ricoh will re-perform any Services not in compliance with this warranty and brought to Ricoh's attention in writing within a reasonable time, but in no event more than thirty (30) days after such Services are performed, which shall be an exclusive remedy for such non-compliance. For any Products manufactured by Ricoh ("Ricoh Equipment"), Ricoh further warrants that, at the time of delivery and for a period of ninety (90) days thereafter the Ricoh Equipment will be in good working order and will be free from any defects in material and workmanship, and fit for the ordinary purposes they are intended to serve. Ricoh's obligations under this warranty are limited solely to the repair or replacement (at Ricoh's option) of parts proven to be defective upon inspection. The foregoing warranty shall not apply if (a) the Ricoh Equipment is installed, wired, modified, altered, moved or serviced by anyone other than Ricoh, (b) the Ricoh Equipment is installed, stored and utilized and/or maintained in a manner not consistent with Ricoh specifications, (c) a defective or improper non-Ricoh accessory or supply or part is attached to or used in the Ricoh Equipment, or (d) the Ricoh Equipment is relocated to any place where Ricoh services are not available. CUSTOMER ACKNOWLEDGES THAT THE LIMITED WARRANTY CONTAINED HEREIN DOES NOT ASSURE UNINTERRUPTED OPERATION AND USE OF THE RICOH EQUIPMENT. In connection with any other Product sale, Ricoh shall transfer to Customer any Product warranties made by the applicable Product manufacturer, to the extent transferable and without recourse, and Ricoh makes no additional warranty or guaranty with respect to any such third-party Products. Physical or electronic copies of any applicable Product warranty will be delivered by Ricoh to Customer only upon Customer's specific written request. Customer agrees to comply with any applicable license agreement or license terms relating to intangible property or associated services included in any Serviced Products or Products, such as software licenses and/or prepaid data base subscription rights ("Software License"), whether pursuant to written, click-through, shrink-wrap or other agreements for such purpose, with the licensor of the software ("Software Supplier"). Ricoh has no right, title or interest in any third-party software. Customer is solely responsible for entering into Software Licenses with the applicable Software Supplier and acknowledges that its rights and obligations with respect to such software as well as those of the Software Supplier are solely as set forth in such Software Licenses. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, RICOH DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, OF ANY NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE.

14. **Limitations.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR

CUSTOMER'S PAYMENT OBLIGATIONS HEREIN AND ANY LIABILITY RESULTING FROM THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 9 HEREIN, THE AMOUNT OF ANY DIRECT LIABILITY OF A PARTY TO THE OTHER OR ANY THIRD-PARTY, FOR ONE OR MORE CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, SHALL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT PAID TO RICOH FOR THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT DURING THE SIX-MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE. IN NO EVENT SHALL RICOH BE LIABLE TO CUSTOMER FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF ANY SOFTWARE PROVIDED HEREUNDER, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, OR DELAY OF DELIVERY OF SERVICES UNDER THIS AGREEMENT. RICOH ASSUMES NO OBLIGATION TO PROVIDE OR INSTALL ANY ANTI-VIRUS OR SIMILAR SOFTWARE AND THE SCOPE OF SERVICES CONTEMPLATED HEREBY DOES NOT INCLUDE ANY SUCH SERVICES.

15. **Payment; Taxes.** Payment terms are net thirty (30) days. If invoices are unpaid and overdue for forty-five (45) days, Customer agrees to pay Ricoh a late charge of one percent (1.0%) per month on any unpaid amounts or the maximum allowed by law, whichever is less, and in addition shall pay Ricoh all costs and expenses of collection, or in the enforcement of Ricoh's rights hereunder, including, but not limited to, reasonable internal and external legal costs, whether or not suit is brought. Ricoh has no obligation to use Customer's invoicing or billing portals, processes, methods or invoicing formats specific to Customer billing requirements. All remedies hereunder or at law are cumulative. Except to the extent of any applicable and validated exemption, Customer agrees to pay any applicable taxes that are levied on or payable as a result of the use, sale, possession or ownership of the Products and/or Services covered hereunder, other than income taxes of Ricoh.

16. **Default.** In addition to any other rights or remedies which either party may have under this Agreement or at law or equity, either party shall have the right to cancel the applicable Services specified in an Order made pursuant to this Agreement immediately: (i) if the other party fails to pay any fees or charges or any other payments required under the Order when due and payable, and such failure continues for a period of ten (10) days after being notified in writing of such failure; or (ii) if the other party fails to perform or observe any other material covenant or condition of this Agreement as incorporated into the Order, and such failure or breach shall continue un-remedied for a period of thirty (30) days after such party is notified in writing of such failure or breach; or (iii) if the other party becomes insolvent, dissolves, or assigns its assets for the benefit of its creditors, or files or has filed against it any bankruptcy or reorganization proceeding. Failure to permit Ricoh to repair or replace the Serviced Products shall constitute a material breach of this Agreement and excuse Ricoh from any and all future performance hereunder. Except as expressly permitted by this Agreement, no refund or credit will be given for any early termination of this Agreement or any Order. If Customer defaults in its obligations hereunder, Ricoh may, in addition to any other remedies available at law or equity, require Customer to immediately pay to Ricoh all past due payments under all Orders, and the Termination Fee.

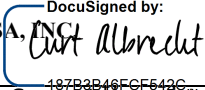
17. **Non-Solicitation; Independent Contractors.** Customer agrees that during the Term of any Order and for a period of one (1) year after termination or expiration of the last Order to be executed hereunder, it shall not directly or indirectly solicit, hire, or otherwise retain as an employee or independent contractor any employee of Ricoh that is or was involved with or part of the Services. The relationship of the parties is that of independent contractors.


18. **Assignment; Force Majeure.** Customer shall neither assign any right or interest arising under this Agreement nor delegate any obligations hereunder, whether voluntarily or by process of law, without the prior written consent of Ricoh. Any such attempted assignment or delegation shall be void. Ricoh shall not be liable for failure to deliver or delays in delivery of Products or Services occasioned by causes beyond Ricoh's control, including without limitation, strikes, lockout, fires, embargoes, war or other outbreak of hostilities, inability to obtain materials or shipping space, receipt of orders in excess of Ricoh's or its supplier's then-scheduled production capacity, machinery breakdowns, delays of carrier or suppliers, governmental acts and regulations, unavailability of Services, personnel or materials or other causes beyond Ricoh's control.

19. **Electronic Signatures.** Each party agrees that electronic signatures of the parties on this Agreement and any Order will have the same force and effect as manual signatures.

20. **Governing Law; Entire Agreement.** This Agreement shall be governed by and construed and interpreted in accordance with the laws of the state in which the applicable participating addendum designates without regard to its conflict of laws principles. The parties hereto also agree to submit to the non-exclusive jurisdiction of the courts of the Commonwealth of Pennsylvania to resolve any action under this Agreement. The Uniform Computer Information Transactions Act shall not apply to this Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained in this Agreement, supersedes all proposals, oral and written, and all other communications between the parties relating to the Products and Services and may not be amended except in writing and signed by an officer or authorized representative of both parties. Customer agrees and acknowledges that it has not relied on any representation, warranty or provision not explicitly contained in this Agreement, whether in writing, electronically communicated or in oral form. Any and all representations, promises, warranties, or statements by any Ricoh agent, employee or representative, including but not limited to, statements or representations made in sales presentations or sales proposals that differ in any way from the terms of this Agreement shall be given no force or effect. In the event of any conflict or inconsistency between the terms and conditions set forth in this Agreement and those contained in any Order, the terms and conditions of the Order shall control; provided, however, purchase orders issued to Ricoh for Products and/or Services, even if they do not expressly reference or incorporate this Agreement, shall: (i) be subject to this Agreement; (ii) serve only to identify the Products and/or Services (along with pricing and quantities) ordered; and (iii) not be deemed to alter or otherwise modify the terms and conditions of this Agreement. The delay or failure of either party to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of such provision or affect the right of such party thereafter to enforce each and every provision of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable. Ricoh may accept any Order under this Agreement by either its signature or by commencing performance (e.g. Product delivery, initiating Services, etc.). Ricoh may accept or reject any order in the exercise of its discretion and may rely upon each order submitted by Customer as a binding commitment. No local, general or trade custom or usage or course of prior dealings between the parties shall be relevant to supplement or explain any term used herein. Ricoh shall comply with all applicable laws in its performance under this Agreement in delivering Products and Services. This Agreement may be executed in one or more counterparts which, taken together, shall constitute one and the same original document. Any notices required under this Agreement should be sent to: Ricoh USA, Inc., 6700 Sugarloaf Pkwy., Duluth, GA 30097 Attn: Quality Assurance.

CUSTOMER
By: 
Name: Scott Stiles
Title: City Manager
Date: 1/25/2023

RICOH USA, INC.
By: 
Name: Curt Albrecht
Title: Vice President & Managing Director
Date: 1/10/2023


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1/10/2023


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1/25/2023



Ricoh USA, Inc.
300 Eagleview Blvd
Suite 200
Exton, PA 19341

Product Schedule

NASPO ValuePoint

Product Schedule Number:
Master Lease Agreement Number: MLA32004264

This Product Schedule (this "Schedule") is between Ricoh USA, Inc. ("we" or "us") and CITY OF GARDEN GROVE, as customer or lessee ("Customer" or "you"). This Schedule constitutes a "Schedule," "Product Schedule," or "Order Agreement," as applicable, under the Master Lease Agreement (together with any amendments, attachments and addenda thereto, the "Lease Agreement") identified above, between you and _____. All terms and conditions of the Lease Agreement are incorporated into this Schedule and made a part hereof. If we are not the lessor under the Lease Agreement, then, solely for purposes of this Schedule, we shall be deemed to be the lessor under the Lease Agreement. It is the intent of the parties that this Schedule be separately enforceable as a complete and independent agreement, independent of all other Schedules to the Lease Agreement.

CUSTOMER INFORMATION

CITY OF GARDEN GROVE				Katrena Schulze			
Customer (Bill To)				Billing Contact Name			
11222 ACACIA PKWY				11222 ACACIA PKWY			
Product Location Address				Billing Address (if different from location address)			
GARDEN GROVE	ORANGE	CA	92840-5208	GARDEN GROVE	ORANGE	CA	92840-5208
City	County	State	Zip	City	County	State	Zip
Billing Contact Telephone Number (714)741-5026			Billing Contact Facsimile Number		Billing Contact E-Mail Address		

PRODUCT/EQUIPMENT DESCRIPTION ("Product")

Qty	Product Description: Make & Model	Street Address/City/State/Zip
1	RICOH PRO8310S CONFIGURABLE PTO MODEL	11222 ACACIA PKWY, GARDEN GROVE, CA, 92840-5208, US
1	RICOH IMC8000 CONFIGURABLE PTO MODEL	11222 ACACIA PKWY, GARDEN GROVE, CA, 92840-5208, US
2	RICOH IMC6000 CONFIGURABLE PTO MODEL	11222 ACACIA PKWY, GARDEN GROVE, CA, 92840-5208, US
1	RICOH IMC6000 CONFIGURABLE PTO MODEL	11222 ACACIA PKWY, GARDEN GROVE, CA, 92840-5208, US
7	RICOH IMC8000 CONFIGURABLE PTO MODEL	11222 ACACIA PKWY, GARDEN GROVE, CA, 92840-5208, US
1	RICOH IMC8000 CONFIGURABLE PTO MODEL	11222 ACACIA PKWY, GARDEN GROVE, CA, 92840-5208, US
1	HYTEC BUNDLE FIERY BACKUP	11222 ACACIA PKWY, GARDEN GROVE, CA, 92840-5208, US
10	RICOH IMC6000 CONFIGURABLE PTO MODEL	11222 ACACIA PKWY, GARDEN GROVE, CA, 92840-5208, US
1	RICOH IM8000 CONFIGURABLE PTO MODEL	11222 ACACIA PKWY, GARDEN GROVE, CA, 92840-5208, US
1	RICOH PRO8320S CONFIGURABLE PTO MODEL	11222 ACACIA PKWY, GARDEN GROVE, CA, 92840-5208, US
1	RICOH PROC5310S CONFIGURABLE PTO MODEL	11222 ACACIA PKWY, GARDEN GROVE, CA, 92840-5208, US
1	RICOH IMC8000 CONFIGURABLE PTO MODEL	11222 ACACIA PKWY, GARDEN GROVE, CA, 92840-5208, US

PAYMENT SCHEDULE

Minimum Term (months)	Minimum Payment (Without Tax)	Minimum Payment Billing Frequency	Advance Payment
60	\$7,828.36	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other: _____	<input type="checkbox"/> 1 st Payment <input type="checkbox"/> 1 st & Last Payment <input type="checkbox"/> Other: _____

Sales Tax Exempt: ☐ YES (Attach Exemption Certificate)

Customer Billing Reference Number (P.O. #, etc.)

Addendum(s) attached: ☐ YES (check if yes and indicate total number of pages:)

TERMS AND CONDITIONS


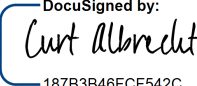
- The first Payment will be due on the Effective Date. If the Lease Agreement uses the terms "Lease Payment" and "Commencement Date" rather than "Payment" and "Effective Date," then, for purposes of this Schedule, the term "Payment" shall have the same meaning as "Lease Payment," and the term "Effective Date" shall have the same meaning as "Commencement Date."
- You, the undersigned Customer, have applied to us to rent the above-described Product for lawful commercial (non-consumer) purposes. **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE**, except as otherwise provided in any non-appropriation provision of the Lease Agreement, if applicable. If we accept this Schedule, you agree to rent the above Product from us, and we agree to rent such Product to you, on all the terms hereof, including the terms and conditions of the Lease Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE**




READ AND UNDERSTAND THIS SCHEDULE AND THE LEASE AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE LEASE AGREEMENT.

3. Additional Provisions (if any) are: Order is subject to NASPO Contract #140602 & State of California Contract PA 7-19-70-46-06 -60 mos FMV Lease

THE PERSON SIGNING THIS SCHEDULE ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO. Initials

<p>CUSTOMER</p> <p>DocuSigned by:</p> <p>By:  <u>B4F3511E7D5F455...</u></p> <p>Authorized Signer Signature</p> <p>Scott Stiles</p> <p>Printed Name: _____</p> <p>Title: City Manager Date: 1/25/2023</p>	<p>Accepted by: RICOH USA, INC.</p> <p>DocuSigned by:</p> <p>By:  <u>187B3B46ECF542C...</u></p> <p>Authorized Signer Signature</p> <p>Curt Albrecht</p> <p>Printed Name: _____</p> <p>Title: Vice President & Managing Director Date: 1/10/2023</p>
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DocuSigned by:

 8A61EE779B44411...

1/10/2023

DocuSigned by:

 836DF295DAD44E7...

1/25/2023





ORDER AGREEMENT

Sales Type: LEASE

ORDER AGREEMENT CONSISTS OF THIS PAGE AND THE TERMS AND CONDITIONS ATTACHED

EQUIPMENT BILL TO INFORMATION

Customer Legal Name: CITY OF GARDEN GROVE			Contact: Katrena Schulze		
Address Line 1: 11222 ACACIA PKWY			Phone: (714)741-5026		
Address Line 2:			E-mail: Katrenas@ggcity.org		
City: GARDEN GROVE			Fax:		
ST/Zip: CA/92840-5208		County: ORANGE			

Check all that apply:

- ☐ PO Included PO#
☐ TS PO# (if applicable)
☐ Sales Tax Exempt (Attach Valid Exemption Certificate)
☐ Syndication
☐ Add to Existing Service Contract #
- ☐ PS Service (Subject to and governed by additional Terms and Conditions)
☐ IT Service (Subject to and governed by additional Terms and Conditions)
☒ Fixed Rate Service Term 60 Months

SERVICE INFORMATION

SERVICE BILL TO INFORMATION

Customer Legal Name: CITY OF GARDEN GROVE				Contact: Katrena Schulze	
Address Line 1: 11222 ACACIA PKWY				Phone: (714)741-5026	
Address Line 2:				E-mail: Katrenas@ggcity.org	
City: GARDEN GROVE				Fax:	
ST/Zip: CA/92840-5208		County: ORANGE			
Service Term (Months)		Base Billing Frequency		Overage Billing Frequency	
60		QUARTERLY		QUARTERLY	
				Service Type	
				GOLD	

SHIP TO INFORMATION

Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
CITY OF GARDEN GROVE	11222 ACACIA PKWY 2ND FL CITY CLERKcopy	GARDEN GROVE CA/92840-5208 ORANGE	Keith Winston	(714) 741-5096 keithw@ci.garden-grove.ca.us

PRODUCT INFORMATION

Product Description	QTY	Service Level	Total B/W Allowance QUARTERLY	B/W Ovg	Total Color Allowance QUARTERLY	Color Ovg	Service Base QUARTERLY
RICOH IMC6000 CONFIGURABLE PTO MODEL	10	GOLD	0	0.005	0	0.035	\$0.00

SHIP TO INFORMATION

Customer Name	Address Line 1	City	Contact	Phone
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	Address Line 2		ST/Zip County			E-mail Fax	
CITY OF GARDEN GROVE	11222 ACACIA PKWY 2ND FL CITY CLERKcopy		GARDEN GROVE CA/92840-5208 ORANGE		Keith Winston	(714) 741-5096 keithw@ci.garden-grove.ca.us	
PRODUCT INFORMATION							
Product Description	QTY	Service Level	Total B/W Allowance QUARTERLY	B/W Ovg	Total Color Allowance QUARTERLY	Color Ovg	Service Base QUARTERLY
RICOH IM8000 CONFIGURABLE PTO MODEL	1	GOLD	0	0.005	0	0	\$0.00

SHIP TO INFORMATION							
Customer Name	Address Line 1 Address Line 2		City ST/Zip County	Contact	Phone E-mail Fax		
CITY OF GARDEN GROVE	11222 ACACIA PKWY 2ND FL CITY CLERKcopy		GARDEN GROVE CA/92840-5208 ORANGE	Keith Winston	(714) 741-5096 keithw@ci.garden-grove.ca.us		
PRODUCT INFORMATION							
Product Description	QTY	Service Level	Total B/W Allowance QUARTERLY	B/W Ovg	Total Color Allowance QUARTERLY	Color Ovg	Service Base QUARTERLY
RICOH PRO8320S CONFIGURABLE PTO MODEL	1	GOLD	0	0.0035	0	0	\$0.00

SHIP TO INFORMATION							
Customer Name	Address Line 1 Address Line 2		City ST/Zip County	Contact	Phone E-mail Fax		
CITY OF GARDEN GROVE	11222 ACACIA PKWY 2ND FL CITY CLERKPrint center		GARDEN GROVE CA/92840-5208 ORANGE	Keith Winston	(714) 741-5096 keithw@ci.garden-grove.ca.us		
PRODUCT INFORMATION							
Product Description	QTY	Service Level	Total B/W Allowance QUARTERLY	B/W Ovg	Total Color Allowance QUARTERLY	Color Ovg	Service Base QUARTERLY
RICOH PROC5310S CONFIGURABLE PTO MODEL	1	GOLD	0	0.0035	0	0.027	\$0.00

SHIP TO INFORMATION							
Customer Name	Address Line 1 Address Line 2		City ST/Zip County	Contact	Phone E-mail Fax		
CITY OF GARDEN GROVE	11222 ACACIA PKWY 2ND FL CITY CLERKPrint Center		GARDEN GROVE CA/92840-5208 ORANGE	Keith Winston	(714) 741-5096 keithw@ci.garden-grove.ca.us		
PRODUCT INFORMATION							
Product Description	QTY	Service Level	Total B/W Allowance QUARTERLY	B/W Ovg	Total Color Allowance QUARTERLY	Color Ovg	Service Base QUARTERLY
RICOH PRO8310S CONFIGURABLE PTO MODEL	1	GOLD	0	0.0035	0	0	\$0.00

SHIP TO INFORMATION				
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Customer Name	Address Line 1 Address Line 2		City ST/Zip County	Contact	Phone E-mail Fax		
CITY OF GARDEN GROVE	11222 ACACIA PKWY 2ND FL CITY CLERKCopy		GARDEN GROVE CA/92840-5208 ORANGE	Keith Winston	(714) 741-5096 keithw@ci.garden-grove.ca.us		
PRODUCT INFORMATION							
Product Description	QTY	Service Level	Total B/W Allowance QUARTERLY	B/W Ovg	Total Color Allowance QUARTERLY	Color Ovg	Service Base QUARTERLY
RICOH IMC8000 CONFIGURABLE PTO MODEL	1	GOLD	0	0.005	0	0.035	\$0.00

SHIP TO INFORMATION							
Customer Name	Address Line 1 Address Line 2		City ST/Zip County	Contact	Phone E-mail Fax		
CITY OF GARDEN GROVE	11222 ACACIA PKWY 2ND FL CITY CLERKCopy		GARDEN GROVE CA/92840-5208 ORANGE	Keith Winston	(714) 741-5096 keithw@ci.garden-grove.ca.us		
PRODUCT INFORMATION							
Product Description	QTY	Service Level	Total B/W Allowance QUARTERLY	B/W Ovg	Total Color Allowance QUARTERLY	Color Ovg	Service Base QUARTERLY
RICOH IMC6000 CONFIGURABLE PTO MODEL	2	GOLD	0	0.005	0	0.035	\$0.00

SHIP TO INFORMATION							
Customer Name	Address Line 1 Address Line 2		City ST/Zip County	Contact	Phone E-mail Fax		
CITY OF GARDEN GROVE	11222 ACACIA PKWY 2ND FL CITY CLERKcopy		GARDEN GROVE CA/92840-5208 ORANGE	Keith Winston	(714) 741-5096 keithw@ci.garden-grove.ca.us		
PRODUCT INFORMATION							
Product Description	QTY	Service Level	Total B/W Allowance QUARTERLY	B/W Ovg	Total Color Allowance QUARTERLY	Color Ovg	Service Base QUARTERLY
RICOH IMC6000 CONFIGURABLE PTO MODEL	1	GOLD	0	0.005	0	0.035	\$0.00

SHIP TO INFORMATION							
Customer Name	Address Line 1 Address Line 2		City ST/Zip County	Contact	Phone E-mail Fax		
CITY OF GARDEN GROVE	11222 ACACIA PKWY 2ND FL CITY CLERKcopy		GARDEN GROVE CA/92840-5208 ORANGE	Keith Winston	(714) 741-5096 keithw@ci.garden-grove.ca.us		
PRODUCT INFORMATION							
Product Description	QTY	Service Level	Total B/W Allowance QUARTERLY	B/W Ovg	Total Color Allowance QUARTERLY	Color Ovg	Service Base QUARTERLY
RICOH IMC8000 CONFIGURABLE PTO MODEL	7	GOLD	0	0.005	0	0.035	\$0.00

SHIP TO INFORMATION				
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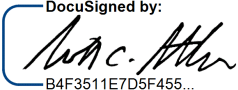
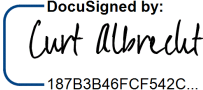
Customer Name	Address Line 1 Address Line 2		City ST/Zip County	Contact	Phone E-mail Fax		
CITY OF GARDEN GROVE	11222 ACACIA PKWY 2ND FL CITY CLERKcopy		GARDEN GROVE CA/92840-5208 ORANGE	Keith Winston	(714) 741-5096 keithw@ci.garden-grove.ca.us		
PRODUCT INFORMATION							
Product Description	QTY	Service Level	Total B/W Allowance QUARTERLY	B/W Ovg	Total Color Allowance QUARTERLY	Color Ovg	Service Base QUARTERLY
RICOH IMC8000 CONFIGURABLE PTO MODEL	1	GOLD	0	0.005	0	0.035	\$0.00


SHIP TO INFORMATION							
Customer Name	Address Line 1 Address Line 2		City ST/Zip County	Contact	Phone E-mail Fax		
CITY OF GARDEN GROVE	11222 ACACIA PKWY 2ND FL CITY CLERKcopy		GARDEN GROVE CA/92840-5208 ORANGE	Keith Winston	(714) 741-5096 keithw@ci.garden-grove.ca.us		
PRODUCT INFORMATION							
Product Description	QTY	Service Level	Total B/W Allowance QUARTERLY	B/W Ovg	Total Color Allowance QUARTERLY	Color Ovg	Service Base QUARTERLY
RICOH IMC8000 CONFIGURABLE PTO MODEL	1	GOLD	0	0.005	0	0.035	\$0.00

BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION	
BASIC CONNECTIVITY / PS / IT Services Description	Quantity
TS NETWORK & SCAN - SEG BC4	10
TS NETWORK & SCAN CONNECT - SEG 5	1
TS NETWORK & SCAN CONNECT - SEG 6 INCLUDES D6I DIGIMASTER	1
TS NETWORK & SCAN CONNECT - SEG 6 INCLUDES D6I DIGIMASTER	1
TS NETWORK & SCAN CONNECT - SEG 6 INCLUDES D6I DIGIMASTER	1
TS NETWORK & SCAN CONNECT - SEG BC5	1
TS NETWORK & SCAN - SEG BC4	2
TS NETWORK & SCAN - SEG BC4	1
TS NETWORK & SCAN CONNECT - SEG BC5	7
TS NETWORK & SCAN CONNECT - SEG BC5	1
TS NETWORK & SCAN CONNECT - SEG BC5	1
[OA] CIP ISF PPSE TRAINING - PROC5300 FAMILY GW	1
[OA] CIP ISF RICOH PROFESSIONAL SVCS-PRO83XX WITH GW CONTROLLER	1
[OA] CIP ISF RICOH PROFESSIONAL SVCS-PRO83XX WITH GW CONTROLLER	1
ZBA REDUCED LEASE RATE	1
[OA] FIERY CLONE CONSULTATION AND SERVICE	1
HYTEC BUNDLE FIERY BACKUP	1
[OA] CIP ISF PPSE TRAINING - PROC5300 FAMILY - E47B FIERY ADD-ON	1
ZBA CUSTOMER REBATE CHECK	1



ORDER TOTALS		
Service Type Offerings:	Product Total:	
Gold: Includes all supplies and staples. Excludes paper.	BASIC CONNECTIVITY / PS / IT Services :	
Silver: Includes all supplies. Excludes paper and staples.	BuyOut After Promotions:	
Bronze: Parts and labor only. Excludes paper, staples and supplies.	Grand Total:	
Additional Provisions: <i>Insert ANY additional provisions here</i>	(Excludes Tax)	
Order is subject to NASPO Contract #140602 & State of California Contract PA 7-19-70-46-06 and Service agreement rates are fixed for 72 months.		

Accepted by Customer	Accepted: Ricoh USA, Inc.
Authorized Signature:	Authorized Signature:
<div>DocuSigned by:  B4F3511E7D5F455...</div>	<div>DocuSigned by:  187B3B46FCF542C...</div>
Printed Name: Scott stiles	Printed Name: curt Albrecht
Title: City Manager	Title: Vice President & Managing Director
Date 1/25/2023	Date 1/10/2023

DocuSigned by:

8A61EE779B44411...

1/10/2023

DocuSigned by:

836DF295DAD44E7...

1/25/2023

Initials





EQUIPMENT REMOVAL AUTHORIZATION

Customer Name:	City of Garden Grove				
Contact Name:	Sandra Segawa		Phone:	(714) 741-5050	
Address:	11222 Acacia Parkway		City:	Garden Grove	
State:	CA	Zip:	92840	Fax/Email:	sandras@ggcity.org
Make	Model	Serial Number		Machine Status	
Xerox	*See attached list of equipment	*See attached list of equipment		Leased	

This Authorization applies to the equipment identified above and to the following Removal Option

This Authorization will confirm that Customer desires to engage Ricoh USA, Inc. ("Rico") to pick-up and remove certain items of equipment that are currently leased from Ricoh. This Authorization sets forth the location, make, model and serial number of the equipment to be removed by Ricoh at Customer's sole risk and cost. By signing below, Customer confirms that, with respect to this Authorization, (1) Ricoh may rely on this Authorization, and (2) Ricoh may accept this Authorization by either its signature or by commencing performance (e.g. equipment removal, initiating Services, etc.). Each party agrees that electronic signatures of the parties on this Authorization will have the same force and effect as manual signature. Notwithstanding the foregoing, the parties acknowledge and agree that Ricoh shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by, in or on any item of equipment serviced by Ricoh, whether through a digital storage device, hard drive or similar electronic medium ("Data Management Services"). If desired, Customer may engage Ricoh to perform such Data Management Services at its then-current rates. Notwithstanding anything in this Authorization to the contrary, (i) Customer is responsible for ensuring its own compliance with legal requirements pertaining to data retention and protection, (ii) it is the Customer's sole responsibility to obtain advice of competent legal counsel as to the identification and interpretation of any relevant laws and regulatory requirements that may affect the customer's business or data retention, and any actions required to comply with such laws, (iii) Ricoh does not provide legal advice or represent or warrant that its services or products will guarantee or ensure compliance with any law, regulation or requirement, and (iv) the selection, use and design of any Data Management Services, and any and all decisions arising with respect to the deletion or storage of any data, as well as any loss of data resulting therefrom, shall be the sole responsibility of Customer.

☐ **Equipment Removal (Leased by Customer).** In addition to the terms and conditions set forth above, the following terms and conditions shall apply for equipment removals of equipment leased by Customer: Except for the obligations of Ricoh to pick up and remove the identified equipment, Ricoh does not assume any obligation, payment or otherwise, under any lease agreement, which shall remain Customer's sole responsibility. As a material condition to the performance by Ricoh, Customer acknowledges and agrees that Ricoh is not responsible or liable for any and all claims, liabilities, costs, expenses and fees arising from or relating to any breach of Customer's representations or obligations in this Authorization or of any obligation owing by Customer under its lease agreement.

DocuSigned by:
CUSTOMER
 Signature:
 Name: Scott Stiles
 Title: City Manager
 Date: 1/25/2023

DocuSigned by:
RICOH USA, INC.
 Signature:
 Name: Curt Albrecht
 Title: Vice President & Managing Director
 Date: 1/10/2023

DocuSigned by:

 8A61EE779B44411...
 1/10/2023

DocuSigned by:

 836DF295DAD44E7...
 1/25/2023

Appendix C: Current Copier Inventory

Location	Copier	Finisher	Serial Number	PPM	IP address	Power	Postscript Needed	Install Date	Fax Line
City Hall-Reprographics 2nd Floor 11222 Acacia Parkway	Xerox D125	Plockmatic 35 Booklet Maker and 2-Tray Oversized HCF	BG0973236	125	192.168.0.100	240V 20 amp NEMA 6-20R + 120V 20 amp NEMA 5-20R	Y	6/26-27/2017	no fax
City Hall - Reprographics 2nd Floor 11222 Acacia Parkway	PlockmaticPro 35 Booklet Maker; attached to the D125	Square Fold, Face Trim, Cover Feeder	PlockMaticPro 35				N	6/26-27/2017	no fax
City Hall-Reprographics 2nd Floor 11222 Acacia Parkway	Xerox Versant 80	Lt Production Booklet Maker & 2/3 Hole Punch, 2-Tray Oversized HCF	B2R091639	80	192.168.0.101 (fiery) 192.168.0.109 (copier)	120V 20amp NEMA 5-20R	Y	6/26-27/2017	no fax
City Hall-Reprographics 2nd Floor 11222 Acacia Parkway	Xerox D110	Staple Finisher & 2/3 Hole Punch	BG0972785	110	192.168.0.102	240V 20 amp NEMA 6-20R	Y	6/26-27/2017	no fax
City Hall-HR 2nd Floor 11222 Acacia Parkway	Xerox 7855	Officer Finisher	MX4503986	55	192.168.0.103	120V 20amp NEMA 5-20R	Y	6/15/2017	714-741-5030
City Hall-City Clerk 2nd Floor 11222 Acacia Parkway	Xerox 7970	Business Ready Finisher & 3 Hole Punch	BOW872385	70	192.168.0.104	120V 20amp NEMA 5-20R	Y	6/15/2017	714-741-5205
City Hall-CEDD 3rd Floor 11222 Acacia Parkway	Xerox 7855	Officer Finisher	MX4507882	55	192.168.0.105	120V 20amp NEMA 5-20R	Y	6/15/2017	714-741-5136
City Hall-City Manager 3rd Floor 11222 Acacia Parkway	Xerox 7970	Business Ready Finisher & 3 Hole Punch	BOW869487	70	192.168.0.106	120V 20amp NEMA 5-20R	Y	6/15/2017	714-741-5044
City Hall-Water 1st Floor 11222 Acacia Parkway	Xerox 7970	Business Ready Finisher & 3 Hole Punch	BOW872359	70	192.168.0.107	120V 20amp NEMA 5-20R	Y	6/15/2017	714-741-5579
City Hall-Building/Planning 1st Floor 11222 Acacia Parkway	Xerox 7855	Officer Finisher	MX4507937	55	192.168.0.108	120V 20amp NEMA 5-20R	Y	6/15/2017	714-741-5578
City Hall - Engineering 1st Floor 11222 Acacia Parkway	Xerox 7855	Officer Finisher	MX4507903	55	192.168.0.78	120V 20amp NEMA 5-20R	Y	6/15/2017	no fax
Community Meeting Center 11300 Stanford Avenue	Xerox 7970	Business Ready Finisher & 3 Hole Punch	BOW871411	70	192.168.102.19	120V 20amp NEMA 5-20R	Y	6/21/2017	714-741-5119
Senior Center 11300 Stanford Avenue	Xerox 7855	Officer Finisher	MX4507886	55	192.168.102.29	120V	Y	6/21/2017	714-714-5246
Magnolia Family Resource Center 11402 Magnolia Street	Xerox 7855	Officer Finisher	MX4502778	55	192.168.122.99	120V	Y	6/21/2017	714-530-7908
Buena Clinton Family Resource Center 12661 Sunswept Ave	Xerox 7855	Officer Finisher	MX4502879	55	192.168.121.235	120V	Y	6/21/2017	714-554-5732
Juvenile Justice Center 11301 Acacia Parkway	Xerox 7970	Business Ready Finisher & 3 Hole Punch	BOW872392	70	192.168.3.82	120V 20amp NEMA 5-20R	Y	6/27/2017	714-741-5967
Police Department (Gang Unit - Special Services) 11301 Acacia Parkway	Xerox 7970	Business Ready Finisher & 3 Hole Punch	BOW872393	70	192.168.33.37	120V 20amp NEMA 5-20R	Y	6/27/2017	714-537-8145
Police Department (Records) 11301 Acacia Parkway	Xerox 5875	Officer Finisher	EX9667912	75	192.168.3.87	120V 20amp NEMA 5-20R	Y	6/27/2017	no fax
Police Department (Records) 11301 Acacia Parkway	Xerox 5875	Officer Finisher	EX9668489	75	192.168.3.88	120V 20amp NEMA 5-20R	Y	6/27/2017	714-741-5765
Police Department (2nd Floor) 11301 Acacia Parkway	Xerox 7855	Officer Finisher and 1 high capacity feeder tray	MX4507662	55	192.168.3.84	120V 20amp NEMA 5-20R	Y	6/27/2017	714-741-3925
Police Department (1st Floor Report Writing) 11301 Acacia Parkway	Xerox 7970	Business Ready Finisher & 3 Hole Punch	BOW869475	70	192.168.3.86	120V 20amp NEMA 5-20R	Y	6/27/2017	714-741-5466
Public Works Main Office 13802 Newhope Street	Xerox 7855	Officer Finisher	MX4507651	55	192.168.100.12	120V 20amp NEMA 5-20R	Y	6/21/2017	714-741-5419
Public Works Portable 13802 Newhope Street	Xerox 7970	Business Ready Finisher & 3 Hole Punch	BOW871108	70	192.168.100.13	120V 20amp NEMA 5-20R	Y	6/21/2017	no fax
Public Works Water Services 13802 Newhope Street	Xerox 7855	Officer Finisher	MX4507926	55	192.168.100.219	120V	Y	6/21/2017	714-638-9906
Central Stores 13802 Newhope Street	Xerox 5875	Officer Finisher	EX9668443	75	192.168.100.11	120V 20amp NEMA 5-20R	Y	6/21/2017	714-530-1830
Housing Authority (front) 12966 Euclid St. Suite 150	Xerox 7855	Officer Finisher	MX4504002	55	192.168.103.130	120V	Y	6/15/2017	no fax
Housing Authority (rear) 12966 Euclid St. Suite 150	Xerox 7855	Officer Finisher	MX4507946	55	192.168.103.131	120V	Y	6/15/2017	714-741-5197
Cable TV Production 12966 Euclid St. Suite 510	Xerox 7855	Officer Finisher	MX4507890	55	192.168.103.132	120V	Y	6/15/2017	714-741-5049