

Agreement for Products and Services

Agreement made this ____ day of February, 2017 by and between the City of Littleton ("Customer") with an address of 2255 W Berry Ave, Littleton, CO 80120; and Canon Solutions America, Inc. ("CSA") with an address of One Canon Park, Melville, NY 11747.

WHEREAS, CSA is a national provider of copiers and MFPs, and software, supplies and services therefore, and a provider under the National IPA Cooperative Purchasing Program which utilizes the County of DuPage Contract No: CP-002-13 dated October 1, 2013 (see <http://nationalipa.org>), as explained in the CSA Program Summary (collectively the "Master Contract"); and

WHEREAS, Customer desires to purchase products and services from CSA pursuant to the terms of the Master Contract.

NOW THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereto agree as follows:

1. From time to time Customer may request a quote for products and services from CSA. Upon request CSA will provide a proposal for same including models, services, price, configuration, and term ("Proposal"). The Proposal, including pricing, will be in accordance with the Master Contract.
2. To place an order ("Order") for the purchase of products and services (and not leasing) Customer will execute an order schedule in the form of Exhibit A attached hereto. The Order shall be subject to the terms hereof and based on the Proposal.
3. Should Customer desire to lease products from CSA's affiliate, Canon Financial Services, Inc. ("CFS") and obtain services from CSA, Customer will execute an Order in the form of Exhibit B attached hereto and the products identified therein shall be leased pursuant to the Uniform Lease Agreement attached to the Master Contract (the "Lease"), which shall solely govern as to same. Notwithstanding, CFS shall have no liability or obligation under this Agreement or the Master Contract, excepting under the Lease. Leasing from CFS shall be subject to their credit approval.
4. The terms of the Master Contract are incorporated herein. Should the terms of this Agreement and the Master Contract conflict, the terms of this Agreement shall control.
5. The terms of the Master Contract are hereby modified as follows:
 - a. The Master Contract and the Lease shall be governed by and construed in accordance with the laws of the State of Colorado. The parties consent to the exclusive jurisdiction and venue of any state or federal court located within the County of Arapahoe, Colorado upon service of process made in accordance with the applicable statutes and rules of the State of Colorado or the United States.
 - b. The Personal Guarantee set forth in the Lease is hereby deleted.
 - c. Section 5.4 of the Lease (Indemnity of Lessor) is hereby deleted.

- d. The Municipal Fiscal Funding Addendum attached hereto as Exhibit C is hereby added to the Lease.
6. CSA shall provide a certificate of Insurance to Customer in the form of Exhibit D.
7. This term of Agreement shall continue until terminated by either party upon thirty (30) days advance written notice. Notwithstanding, such termination shall not terminate, cancel or otherwise effect any products or services then ordered, which shall continue for the term set forth in its applicable Order, subject to the terms hereof.

Dated the day and date first above written.

Canon Solutions America, Inc.

City Of Littleton

By _____

By _____

Name _____

Name _____

Title _____

Title _____

Attachments:

Exhibit A – Form of Purchase Schedule

Exhibit B - Form of Lease Schedule

Attachment C – Municipal Fiscal Funding Addendum

Attachment D – Form of Certificate of Insurance