

**Trade-In Addendum**

Tarrant Appraisal District ("Customer"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby sells and transfers to Xerox Business Solutions Southwest, ("Buyer"), the following described property (the "Equipment"):

Xerox D110 Printer, Serial# BG0959858

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(Description of Equipment)

Customer warrants that it is the lawful owner in every respect of all the Equipment and all of such Equipment is free and clear of any and all liens and encumbrances. Customer and its successors and assigns shall warrant and defend the title to all of the Equipment to Buyer and its successors and assigns forever against every person lawfully claiming all or any interest in the Equipment. Customer and its successors and assigns hereby indemnify and agree to hold buyer harmless from and against any and all costs, expenses, damages and liabilities, including attorney's fees, arising out of, connected with or resulting from any breach or inaccuracy of any covenant or warranty of Customer hereunder.

EXECUTED the 10th day of November, 2021.

CUSTOMER

Company Name: Tarrant Appraisal District

By: Jeff Craig  
Jeff Craig (Nov 10, 2021 16:33 CST)

Title: Director of Administration

8200 IH 10 West  
San Antonio TX, 78230-222

**Sales Order: 321110**  
**Rep: Reggie Garner**  
**PO Number:**

Bill To:  
  
Tarrant Appraisal District  
2500 HANDLEY EDERVILLE RD  
RICHLAND HILLS TX, 76118

Type	Item	Install/Pickup address	Code	Qty
EQP	B9110	2500 HANDLEY EDERVILLE RD RICHLAND HILLS TX 761	B9110	1
Pickup	Pickup	2500 HANDLEY EDERVILLE RD RICHLAND HILLS TX 761		1

Comments:

Serial # BG0959858 is being replaced by the new Xerox B9110, and being picked up for removal upon delivery of the new equipment.

Comments:

**Customer Signature**

**Date**

**Total** N/A

*Jeff Craig*  
Jeff Craig (Nov 10, 2021 16:33 CST)

Nov 10, 2021

Tax: N/A

Grand Total: N/A

*Shaded areas for in-house use only*

\*if available

## MANAGED DOCUMENT SERVICES AGREEMENT - TERMS AND CONDITIONS

In this agreement, the words "you" and "your" refer to the Customer. The words "we," "our" or "us" refer to Xerox Business Solutions Southwest. The word "parties" refer to you and us. The word "Agreement" refers to this Agreement. The word "Supplier" refers to the seller of the Equipment. The word "Equipment" refers to the Equipment identified above or in Exhibit A and which is covered by this Agreement. The word "Lease" or "Lease Agreement" refers to a lease that you have with a third party (or a Lease or Rental Agreement that you have with us provided a separate Lease or Rental Agreement is executed between you and us). This Agreement is written in plain English. Every attempt has been made to eliminate confusing language and create a simple, easy-to-read document.

**1. Agreement for Service.** This Agreement is for the maintenance and service of the Equipment. This is not an agreement for the lease or for the purchase of the Equipment. We agree to maintain and service the Equipment and you agree to pay us for that maintenance and service. Unless otherwise provided herein, this Agreement is non-cancellable. This Agreement applies only to the service of Equipment, not software.

**2. Service Guarantees.** This Agreement does not include any guarantees unless stated on the front page of this Agreement. If a service guarantee is included in this Agreement, it shall apply only if the Equipment is operated within the following guidelines: (a) the Equipment is used in a climate controlled environment and free from excessive dust and ammonia fumes; (b) the Equipment is used and operated according to the manufacturers specifications; (c) the Equipment is operated within the specified contractual volume limitations; (d) only supplies that meet the manufacturer's required specifications are used; and (e) the Equipment is operated on an isolated electrical line. We guarantee to perform service in a good and workmanlike manner. This paragraph contains the only guarantees we offer.

**3. Commencement of Agreement.** This Agreement becomes valid upon execution by us, and our mutual obligations commence when the Equipment is delivered to you, installed, and determined by you to be in good working condition. The Equipment will be considered in good working condition unless you notify us in writing within three (3) calendar days from the date of delivery that you do not accept the Equipment, that you wish to return it, and you specify the defect or malfunction.

**4. Term; Automatic Renewal.** The "Initial Term" of this Agreement is for a period equal to the term of any Lease Agreement that you have with the Equipment; or for a period of twelve (12) months if the Equipment is not subject to a lease or the term of the Lease does not exceed twelve (12) months. Unless You notify us in writing at least sixty (60) days before the end of the initial or any renewal term, that you intend not to renew this Agreement, then: (a) this Agreement shall automatically renew for an additional one-year period (a "Renewal Term") and (b) the payment and other terms of this Agreement will continue to apply.

**5. Service Payments.** In consideration for our obligations under this Agreement, you agree to pay us for each service period the amount listed above and by the due date set forth on our invoice to you: (i) the Monthly Base Maintenance shown above; (ii) the applicable Overage Rate for each metered image in excess of the applicable number of the Included Impressions; (iii) any other costs for non-covered parts, supplies, and shipping and delivery fees and charges; (iv) applicable taxes and late fees; (v) and any other charges provided for herein. You agree that the monthly base amount(s) is(are) a minimum payment that you agree to pay even if you do not make the stated number of Included Impressions. You agree that we may, in our sole discretion, increase the monthly base amount(s) and the Overage Rate specified above once each year during the Initial Term and once each year during any Renewal Term, by an amount not to exceed 3.5% per year. You agree we may apply any base and overage payment first to any past-due amount owed. All payments made under this Agreement are non-refundable.

**6. Parts; Supplies;.** Unless otherwise stated above, the Supplies covered under this agreement are toner, PM kits, and developer. Staples and paper are not covered. All other parts and drums are included, unless the need for replacement is the result of your misuse or abuse. This Agreement does not cover any of the following: (a) damage to the Equipment caused by misuse, negligence, or intentional acts; or (b) repairs and parts necessitated by operation of the Equipment outside the service guarantee guidelines.

**7. Limitations of Service.** Connected Equipment will be covered up to the computer/network connection. Service calls produced by computer/network problems may be billed at our hourly rate.

**8. Late Charges.** If you do not pay all charges by the due date specified on an invoice, or within 30 days from the date of the invoice if it does not specify a due date, you agree to pay a late fee equal to 10% of the amount due under the invoice.

**9. Meter Collection.** You agree to comply with our billing procedures, including but not limited to, providing us with monthly meter readings for each Equipment item. We will provide, at no cost to you, automated meter reading technology that will enable automatic periodic meter readings. However, if you elect not to use this technology, for each non-automated meter read, you agree to pay \$25 per device in addition to the periodic service payments stated above.

**10. Service Hours.** Our "Standard Service Hours" are Monday-Friday, 8:00 a.m. – 5:00 p.m. local time. If you request service to occur outside standard hours, it will be provided within forty-eight hours after receiving such notice and with the following additional charges at a rate of: (a) one and one-half the prevailing hourly rate; and (2) twice the prevailing hourly rate if service is requested to occur after 5:00 p.m. on a Sunday or any time a holiday.

**11. Relocation.** In the event you relocate the Equipment outside our service area, we shall have the sole right to either locate another qualified dealer to provide service for the Equipment at the new location or to cancel this Agreement.

**12. Default.** Each of the following is a "Default" under this Agreement: (a) you fail to pay any Service Payment or any other payment due, under this or any other agreement you have with us, by the due date indicated on any invoice, or (b) you do not perform any of your other obligations under this Agreement or in any other agreement with us and this failure continues for ten (10) days after we have notified you. Our acceptance of a partial payment does not waive a default.

**13. Remedies.** If you Default under this Agreement, we may do one or more of the following: (a) suspend service; (b) furnish service on a C.O.D. "per call" basis at our standard service rates; (c) cancel or terminate this Agreement and any or all other active agreements that you have with us; (d) require you, as liquidated damages for loss of bargain and not as a penalty, to pay us, on demand (i) any amount past due and owing, and (ii) an amount equal to the sum of remaining Service Payments for the remainder of the Initial or Renewal Term; and (e) exercise any other remedy available at law. You also agree to reimburse us, on demand, for all reasonable expenses of enforcement and/or collection including, but not limited to, reasonable attorneys' fees, court costs, and costs of collection). The remedies set forth herein are cumulative and are in addition to any other remedies allowed under law, and may be exercised concurrently or separately. Any failure or delay by us to declare default or to exercise any other right or remedy shall not operate as a waiver of any other right or future right. If this Agreement expressly provides for, or expressly incorporates, written guarantees, in the event we do not satisfy one or more of the guarantees, your sole remedy is the remedy in the guarantee. In the event we do not satisfy any other provision of this Agreement, and in the event we do not cure the deficiency within fourteen (14) days after receiving written notice of such deficiency, you may, as your sole remedy, cancel this Agreement without any further obligations.

**14. NO WARRANTIES.** Other than any service guarantees provided in or through paragraph two herein and the obligations set forth herein, WE DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY AND ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

**15. LIMITATIONS OF LIABILITY.** WE SHALL NOT BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING FROM, OR RELATED TO, THIS AGREEMENT. YOU ACKNOWLEDGE AND AGREE THAT IN ENTERING INTO THIS AGREEMENT YOU DID NOT RELY ON ANY WRITTEN OR ORAL COMMUNICATIONS, REPRESENTATIONS, OR GUARANTEES (INCLUDING BUT NOT LIMITED TO BROCHURES OR PROPOSALS) NOT EXPRESSLY SET FORTH IN THIS AGREEMENT. IN MAKING YOUR DECISION TO ENTER INTO THIS AGREEMENT, YOU AGREE AND REPRESENT THAT YOU RELIED ONLY ON YOUR OWN INVESTIGATION REGARDING THIS AGREEMENT'S SUBJECT MATTER AND THE INFORMATION CONTAINED HEREIN.

**16. MUTUAL INDEMNITY.** THE PARTIES MUTUALLY AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE OTHER PARTY, ITS PARENT CORPORATIONS, SUBSIDIARIES, AFFILIATES, DIRECTORS, OFFICERS, AGENTS, REPRESENTATIVES, ATTORNEYS, EMPLOYEES, AND SUCCESSORS OR ASSIGNS (THE "INDEMNIFIED PARTIES") FROM ANY AND ALL CLAIMS, DEMANDS, ACTIVITIES, SUITS, ALLEGATIONS, ACTIONS, OR CAUSES OF ACTION ARISING FROM OR INCIDENT, WHETHER DIRECTLY OR INDIRECTLY, TO ANY MISCONDUCT, NEGLIGENCE, REPRESENTATION, OR OMISSION ON THE PART OF THE INDEMNIFYING PARTY, IN THE CONDUCT OF ITS/THEIR DUTIES OR ANY CONDUCT OUTSIDE THE SCOPE OF ITS/THEIR DUTIES WHICH MAY GIVE RISE TO LIABILITY OR POTENTIAL LIABILITY ON THE PART OF THE INDEMNIFIED PARTIES.

**17. UNCONDITIONAL OBLIGATION.** YOU AGREE THAT YOUR OBLIGATION TO PAY US UNDER THIS AGREEMENT IS UNCONDITIONAL AND IS INDEPENDENT OF ANY LEASE OR OTHER MAINTENANCE AGREEMENT THAT YOU MAY HAVE WITH US OR ANYONE ELSE.

**18. Notices.** All notices and other communications directed to us as required or permitted under this Agreement shall be deemed to have been duly given if made in writing via U.S. mail at the address provided on page one of this Agreement.

**19. Assignment.** You may not assign any rights or obligations under this Agreement without our prior written consent. We may, without your consent and without prior notification, assign this Agreement, or any right or obligation thereof, to a third party.

**20. Applicable Law; Venue; JURY WAIVER.** This Agreement shall be deemed fully executed, performed, governed, and construed in, and under the laws of, the State of Arizona, Colorado, New Mexico, Oklahoma, Texas & Wyoming. You agree that performance of your payment obligation under this Agreement shall be in Arizona, Colorado, New Mexico, Oklahoma, Texas & Wyoming and that the State of Arizona, Colorado, New Mexico, Oklahoma, Texas, & Wyoming shall have sole jurisdiction of all matters relating to this Agreement. YOU AND WE HEREBY WAIVE OUR RIGHT TO A TRIAL BY JURY.

**21. Severability.** If any provision of this Agreement is held unenforceable then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

**22. Merger; Integration.** This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements, representations, and understandings with respect thereto. This agreement may only be modified by a written document duly exercised by the parties.

**23. Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

**24. End Agreement**

## Device Schedule

# Customer Tarrant Appraisal District

Deal # 321110

[illegible]

\*if available

Jeff Craig

# State and Local Government Master Cost Per Image Agreement



Supplier (Name-Address): Xerox Business Solutions Southwest, 820 West Sandy Lake Rd, #100, Coppell, TX 75054			Agreement No:
CUSTOMER INFORMATION			
Full Legal Name: Tarrant Appraisal District			Phone: 817-595-6160
Billing Address: 2500 Handley-Ederville Road		Contact Name: Jeff Craig	
City: Fort Worth	State: TX	Zip Code: 76118	Contact Email: jcraig@tad.org
CUSTOMER ACCEPTANCE			OWNER ACCEPTANCE
BY YOUR SIGNATURE BELOW, YOU ACKNOWLEDGE THAT YOU ARE ENTERING INTO A NON-CANCELLABLE AGREEMENT AND THAT YOU HAVE READ AND AGREED TO ALL APPLICABLE TERMS AND CONDITIONS SET FORTH ON PAGES 1 AND 2 HEREOF.			Xerox Financial Services LLC
Authorized Signer X: <u>Jeff Craig</u> Jeff Craig (Nov 10, 2021 16:33 CST)		Federal Tax ID # (Required):	Accepted By X:
Print Name/Title: Jeff Craig, Director of Administration		Date: 11-10-2021	Date:
TERMS & CONDITIONS			

**1. Definitions.** The words "you" and "your" mean the legal entity identified in "Customer Information" above, and "XFS," "we," "us," "Owner" and "our" mean Xerox Financial Services LLC. "Supplier" means the entity identified as "Supplier" on one or more Schedules related to and incorporating this Agreement executed by the Parties from time to time ("Schedule"). "Acceptance Date" for each Schedule means the date you irrevocably determine Equipment under a Schedule has been delivered, installed and operating satisfactorily. "Agreement" means this Master Cost-Per-Image Agreement, including one or more Schedules. "Commencement Date" will be a date after the Acceptance Date when the Initial Term begins, selected by us for the purpose of facilitating an orderly transition and to provide a uniform billing cycle. "Discount Rate" means 3% per annum. "Equipment" means the items identified as such in any Schedule, plus any Software (defined in section 3 hereof), attachments, accessories, replacements, substitutions, additions and repairs thereto. "Excess Charges" means the applicable excess image/print charges on each Cost Per Image Schedule. "Interim Period" means the period, if any, between the Acceptance Date and the Commencement Date. "Interim Payment" means one thirtieth of the Payment multiplied by the number of days in the Interim Period, which shall be included in your first invoice from us. "Payment" means the periodic Lease or Base Payment specified in one or more Schedules, which includes taxes and other charges you, Supplier and XFS agree will be invoiced by XFS, and may include the fixed component of maintenance charges payable to Supplier under the Maintenance Agreement and Excess Charges (unless otherwise agreed by you, Supplier and XFS). "Maintenance Agreement" means a separate agreement between you and Supplier for maintenance and support purposes. "Origination Fee" means a one-time fee of \$125 per Schedule billed on your first invoice, which you agree to pay, covering origination, documentation, processing and other initial costs. Party" means you or XFS, and "Parties" means both you and XFS. "PPT" means personal property tax(es). "Term" means the Interim Period, if any, together with the Initial Term for each Schedule plus any subsequent renewal or extension terms. "UCC" means the Uniform Commercial Code of the State(s) where XFS must file UCC-1 financing statements to perfect its security interest in the Equipment.

**2. Agreement, Payments and Late Payments.** You agree and represent that the Equipment was selected and configured by you based on your judgment in consultation with Supplier. At your request, XFS will acquire same from Supplier to lease to you under one or more Schedules and you agree to lease same from XFS. XFS may refuse to pay Supplier for Equipment, whether or not the Equipment has been delivered to you, if (i) there shall be, in our reasonable judgment, a material adverse change in your financial condition or credit standing since the date of our approval of the transaction, or (ii) you fail to provide any documents as we may reasonably require within 15 days of our request, including but not limited to releases, subordinations, financing statements/searches, good standing certificates, and evidence of authority. The Initial Term commences on the Acceptance Date. You agree to remit to XFS each Payment as invoiced by us according to the frequency set forth above. You agree to pay all sums due under each invoice via check, Automated Clearing House debit, Electronic Funds Transfer or direct debit from your bank account by the due date. **If any Payment is not paid in full within 10 days after its due date, you will pay a late charge of the greater of 5% of the amount due or \$25. We will make any required adjustment to the aforesaid invoicing/late charge practices in accordance with any applicable prompt payment laws in the state of your formation once you provide notice thereof.** For each dishonored or returned Payment, you will be assessed the applicable fee, not to exceed \$35. Restrictive covenants on any method of payment are ineffective.

**3. Equipment and Software.** To the extent that Equipment includes intangible property such as software licenses, such intangible property shall be referred to as "Software." You acknowledge and agree that XFS is not the licensor of such Software, and therefore has no right, title or interest in it, and you will comply throughout the applicable Term with any applicable license and/or other agreement ("Software License") with the Software supplier ("Software Supplier"). You are responsible for determining with the Supplier whether any Software Licenses are required, and entering into them with Software Supplier no later than 30 days after the applicable Acceptance Date. **YOU AGREE THE EQUIPMENT IS FOR YOUR LAWFUL BUSINESS USE IN THE UNITED STATES, WILL NOT BE USED FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES, AND IS NOT BEING ACQUIRED FOR RESALE.**

**4. Non-Cancellable Agreement.** EXCEPT FOR A NON-APPROPRIATION EVENT AS MORE FULLY DESCRIBED IN SECTION 21 HEREOF, NO SCHEDULE HEREUNDER CAN BE CANCELLED OR TERMINATED BY YOU PRIOR TO THE END OF THE APPLICABLE INITIAL TERM. YOUR OBLIGATION TO MAKE ALL PAYMENTS IS ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO DELAY, REDUCTION, SET-OFF, DEFENSE OR COUNTERCLAIM, IRRESPECTIVE OF THE PERFORMANCE OF THE EQUIPMENT, SUPPLIER, XFS, OR ANY THIRD PARTY. Any pursued claim by you against XFS for alleged breach of our obligations hereunder shall be asserted solely in a separate action; provided, however, that your obligations hereunder shall continue unabated.

**5. End of Agreement Options.** Schedules may have stated or no purchase options. If a \$1 Purchase Option is designated, you will be deemed to have exercised your option to purchase the Equipment as of the Acceptance Date. If the purchase option is designated as a Fixed Purchase Amount, at the end of the Initial Term XFS will invoice you, and you will be obligated to pay, the applicable Fixed Purchase Amount, plus Taxes. For any other purchase option designated, if you are not in default and if you provide no greater than 150 days and no less than 60 days' prior written notice to XFS, you may, at the end of the Initial Term or any renewal term ("End Date"), either (a) purchase all, but not less than all, of the Equipment by paying its fair market value, as determined by XFS in its sole but reasonable discretion ("Determined FMV"), plus Taxes, or (b) return the Equipment within 30 days of the End Date, at your expense, fully insured, to a continental US location XFS shall specify. You cannot return Equipment more than 30 days prior to the End Date without our consent; If we consent, we may charge you, in addition to all undiscounted amounts due under this Agreement, an early termination fee. If you have not elected one of the above options, this Agreement shall renew for successive one-month terms. Either party may terminate the Agreement as of the end of any such renewal term on 30 days' prior written notice and by taking one of the actions identified in (a) or (b) in the preceding fourth sentence of this Section. The purchase options shall be exercised, and the Fixed Purchase Amounts paid, with respect to each item of Equipment on the day immediately following the date of expiration of the Term of such item, and by the delivery at such time by you to XFS of payment, in form acceptable to XFS, of the amount of the applicable purchase price. Upon payment of the applicable amount, XFS shall transfer our interest in the Equipment to you on an "AS IS, WHERE IS," "WITH ALL FAULTS" basis, without representation or warranty whatsoever.

**6. Equipment Return.** If the Equipment is returned to XFS, it shall be in the same condition as when delivered to you, except for "ordinary wear and tear" and, if not in such condition, you will be liable for all expenses XFS incurs to return the Equipment to such condition. **IT IS SOLELY YOUR RESPONSIBILITY TO SECURE ANY SENSITIVE DATA AND PERMANENTLY DELETE SUCH DATA FROM THE INTERNAL MEDIA STORAGE PRIOR TO RETURNING THE EQUIPMENT TO XFS.**

**7. Equipment Delivery and Maintenance.** You should arrange with Supplier to have the Equipment delivered to you at the location specified on the first page hereof or in the applicable Schedule, and you agree to execute Delivery & Acceptance Certificates at our request (and confirm same via telephone or electronically) confirming when you have received, inspected and irrevocably accepted the Equipment, and authorize XFS to fund Supplier for the Equipment. If you fail to accept the Equipment, you shall no longer have any obligations under the applicable Schedule. Equipment may not be moved to another physical address without our prior written consent, which shall not be unreasonably withheld or delayed. You agree that you will not take the Equipment out of service at any time during the Term. You shall permit XFS or its agents to inspect Equipment and any related maintenance records during your normal business hours upon reasonable notice. You represent you have entered or will enter into a Maintenance Agreement to maintain the Equipment in good working order in accordance with the manufacturer's maintenance guidelines and to provide you with Equipment supplies. **You acknowledge that XFS is acting solely as an administrator for Supplier with respect to the billing and collecting of the charges under the Maintenance Agreement.** XFS SHALL NOT BE LIABLE TO YOU FOR ANY BREACH BY THE SUPPLIER OF ANY OF ITS OBLIGATIONS TO YOU, NOR WILL ANY OF YOUR OBLIGATIONS UNDER THIS AGREEMENT OR ANY SCHEDULE BE MODIFIED, RELEASED OR EXCUSED BY ANY ALLEGED BREACH BY SUPPLIER.

**8. Meter Readings and Annual Adjustments.** You agree that Meter Reading submittal will be covered by the corresponding Maintenance Agreement. At any time after 12 months from each Commencement Date and for each successive 12 month period thereafter during the Term, XFS may increase your Base Payment and the Excess Charges by a maximum of 15% of the then-current Base Payment therefor and you agree to pay such increased amounts.

**9. Assignment.** YOU MAY NOT ASSIGN, SELL, PLEDGE, TRANSFER, SUBLEASE OR PART WITH POSSESSION OF THE EQUIPMENT, THIS AGREEMENT, ANY SCHEDULE, OR ANY OF YOUR RIGHTS OR OBLIGATIONS THEREUNDER (COLLECTIVELY "ASSIGNMENT") WITHOUT XFS'S PRIOR WRITTEN CONSENT, WHICH SHALL NOT BE UNREASONABLY WITHHELD OR DELAYED, BUT SUBJECT TO THE SOLE BUT REASONABLE EXERCISE OF XFS'S CREDIT DISCRETION AND EXECUTION OF ANY NECESSARY ASSIGNMENT DOCUMENTATION. If XFS agrees to an Assignment, you agree to pay the applicable assignment fee and reimburse XFS for any costs we incur in connection with that Assignment, which shall not exceed \$250. XFS may sell, assign or transfer all or any part of the Equipment and/or any of our rights under any Schedule(s). XFS's assignee will have the same rights that we have to the extent assigned, but none of our obligations. **YOU AGREE NOT TO ASSERT AGAINST SUCH ASSIGNEE ANY CLAIMS, DEFENSES, COUNTERCLAIMS, RECOUPMENTS, OR SET-OFFS THAT YOU MAY HAVE AGAINST XFS, and you agree to remit payments due under one or more Schedules to such Assignee if so designated.** XFS agrees and acknowledges that any Assignment by us will not materially change your obligations under this Agreement or any Schedule. For the express and limited purpose of pledging, assigning, securitizing, granting participations in, or otherwise disposing of any Schedules hereunder, whether as chattel paper or otherwise, each Schedule designated as an original, together with a certified copy of this Agreement, shall constitute a separate Agreement for such purposes.

**10. Equipment Ownership, Labeling and UCC Filing.** If an FMV purchase option is applicable, the Equipment subject thereto (except the Software) shall be and remain XFS's sole and exclusive property; you shall have no right, title or interest therein except as expressly set forth herein. If and to the extent a court deems any Schedule to be a security agreement under the UCC, and



otherwise for precautionary purposes only, you shall be deemed to have granted XFS, as of the applicable Schedule date, a first priority security interest in the Equipment in order to secure your performance under this Agreement and each Schedule. XFS is and shall remain the sole owner of the Equipment, except the Software, and XFS may label the Equipment to identify our ownership interest in it. You authorize XFS to file by any permissible means UCC financing statements to show, and to do all other acts to protect, our interest in the Equipment. You agree to pay any filing fees and administrative costs for the filing of each such financing statement, not to exceed \$75. You agree to keep the Equipment free from any liens or encumbrances and to promptly notify XFS if there is any change in your organization such that a refinancing or amendment to XFS's UCC financing statements against you becomes necessary.

**11. Taxes.** You have represented to XFS that you are currently, and shall continue to be, a tax-exempt entity. In the event you are no longer tax-exempt (or are unable to provide proof thereof to XFS), you will be responsible for all applicable taxes, fees or charges (including sales, use, PPT and transfer taxes (other than net income taxes), plus interest and penalties) assessed by any governmental entity on you, the Equipment, this Agreement, any Schedule, or the amounts payable thereunder (collectively, "Taxes"), which will be included in XFS's invoices to you unless you timely provide continuing proof of your tax exempt status. Regardless of your tax-exempt status, XFS reserves the right to pass through, and you agree to pay, any such Taxes that are assessed by the applicable State on XFS as lessor/owner of the Equipment. For jurisdictions where certain taxes are calculated and paid at the time of agreement initiation, you authorize XFS to finance and adjust your Base Payment to include such Taxes over the Term. Unless and until XFS notifies you in writing to the contrary, the following shall apply to PPT and returns. If an FMV purchase option is applicable, XFS will file all PPT returns covering the Equipment, pay the PPT levied or assessed thereon, and collect from your account all PPT on the Equipment. If a \$1 purchase option or Fixed Purchase Option is applicable, you will file all PPT returns covering the Equipment, pay the PPT taxes levied or assessed thereon, and provide us proof thereof upon our request. XFS MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE TAX OR ACCOUNTING TREATMENT OF THIS AGREEMENT OR ANY SCHEDULE.

**12. Equipment Warranty Information and Disclaimers. XFS IS MERELY A FINANCIAL INTERMEDIARY, AND HAS NO INVOLVEMENT IN THE DESIGN, MANUFACTURE, SALE, DELIVERY, INSTALLATION, USE OR MAINTENANCE OF THE EQUIPMENT. THEREFORE, XFS DISCLAIMS, AND YOU WAIVE SOLELY AGAINST XFS, ALL EQUIPMENT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE, AND XFS MAKES NO REPRESENTATIONS WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE EQUIPMENT'S SUITABILITY, FUNCTIONALITY, DURABILITY OR CONDITION.** Since you have selected the Equipment and Supplier, you acknowledge that you are aware of the name of the manufacturer of each item of Equipment, and agree that you may contact each manufacturer and/or Supplier for a description of any warranty rights you may have under the Equipment supply contract, sales order, or otherwise. XFS hereby assigns to you any Equipment warranty rights we may have against Supplier or manufacturer. If the Equipment is returned to XFS or you are in default, such rights are deemed reassigned by you to XFS. **IF THE EQUIPMENT IS NOT PROPERLY INSTALLED, DOES NOT OPERATE AS WARRANTED, BECOMES OBSOLETE, OR IS UNSATISFACTORY FOR ANY REASON WHATSOEVER AFTER ACCEPTANCE, YOU SHALL MAKE ALL RELATED CLAIMS SOLELY AGAINST MANUFACTURER OR SUPPLIER AND NOT AGAINST XFS, AND YOU SHALL NEVERTHELESS CONTINUE TO PAY ALL PAYMENTS AND OTHER SUMS PAYABLE HEREUNDER.**

**13. Liability and Indemnification.** XFS IS NOT RESPONSIBLE FOR ANY LOSSES, DAMAGES, EXPENSES OR INJURIES OF ANY KIND OR TYPE, INCLUDING, BUT NOT LIMITED TO, ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (COLLECTIVELY, "CLAIMS") TO YOU OR ANY THIRD PARTY CAUSED BY THE EQUIPMENT OR ITS USE. To the extent permitted by applicable law, you assume the risk of liability for: (a) any and all Claims (including legal expenses of every kind and nature) arising out of the Equipment while it is in your possession and/or while it is subject to obligations under a Schedule. Neither sentence in this Section shall apply to Claims arising directly and proximately from XFS's gross negligence or willful misconduct.

**14. Default and Remedies.** You will be in default under this Agreement and any applicable Schedule if XFS does not receive any Payment within 30 days after its due date, or you breach any other material obligation under this Agreement, any related Schedule or any other agreement with us. If you default, and such default continues for 10 days after we provide notice to you, we may, in addition to other remedies (including disabling or repossessing Equipment and/or requesting Supplier to cease performing under the Maintenance Agreement), immediately require you to do one or more of the following: (a) as liquidated damages for loss of bargain and not as a penalty, pay the sum of (i) all amounts then past due, plus interest from the due date until paid at the rate in accordance with the laws of your State of formation covering state agencies and the applicable codes covering political subdivisions; (ii) the Payments remaining in the Term (including the fixed maintenance component thereof, if permitted under the Maintenance Agreement), discounted at the Discount Rate, (iii) if an FMV purchase option is applicable, the Equipment's booked residual (if you do not return the Equipment as provided herein), and (iv) Taxes, if you are no longer tax-exempt; and (b) require you to return the Equipment as provided herein. The substantially prevailing party in any litigation arising out of this Agreement shall be entitled to its attorneys' fees and costs from the court.

**15. Risk of Loss and Insurance.** You assume and agree to bear the entire risk of loss, theft, destruction or other impairment of the Equipment upon delivery. You, at your own expense, (i) shall keep Equipment insured against loss or damage at a minimum of full replacement value thereof, and (ii) shall carry liability insurance against bodily injury, including death, and against property damage in the amount of at least \$1 million (collectively, "Required Insurance"). All such Equipment loss/damage insurance shall be with lender's loss payable to "XFS, its successors and/or assigns, as their interests may appear," and shall be with companies reasonably acceptable to us. XFS shall be similarly named as an additional insured on all liability insurance policies. The Required Insurance shall provide for 30 days' prior notice to XFS of cancellation. You must provide XFS with satisfactory written evidence of Required Insurance within 30 days of the acceptance date of each Schedule and upon any subsequent written request by XFS or our designees. You must promptly notify us of any loss or damage to Equipment which makes any item of Equipment unfit for continued or repairable use. You hereby irrevocably appoint XFS as your attorney-in-fact to execute and endorse all checks or drafts in your name to collect under any such Required Insurance. Insurance proceeds from Required Insurance received shall be applied, at our option, to (x) restore the Equipment so that it is in the same condition as when delivered to you (normal wear and tear excepted), or (y) if the Equipment is not restorable, to replace it with like-kind condition Equipment from the same manufacturer, or (z) pay to us the greater of (i) the total unpaid Payments for the entire Term (discounted to present value at the Discount Rate) plus, (ii) any other amounts due to XFS under the corresponding Schedule, plus, (iii) if a Fixed purchase option applies, the fixed residual or, if an FMV purchase option is designated on the first page, our booked residual in such Equipment. **NO LOSS OR DAMAGE TO EQUIPMENT, OR OUR RECEIPT AND APPLICATION OF INSURANCE PROCEEDS, SHALL RELIEVE YOU OF ANY OF YOUR REMAINING OBLIGATIONS UNDER THIS AGREEMENT OR THE APPLICABLE SCHEDULES. Notwithstanding procurement of Required Insurance, you remain primarily liable for performance hereunder if the applicable insurance carrier fails or refuses to pay any claim.**

**16. Finance Lease and Customer Waivers.** Unless the applicable Schedule is designated to have a \$1 purchase option, the parties agree that each Schedule shall be construed as a "finance lease" under UCC Article 2A. Customer waives its rights as a lessee under UCC 2A Sections 508-522.

**17. Authorization of Signors, Credit Review, Incorporation of Policies.** This Agreement and each Schedule has been duly authorized, executed and delivered by the Parties in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection herewith) and is valid, legal and binding in accordance with its terms. The person(s) signing this Agreement and each Schedule has the authority to do so, are acting with the full authorization of their governing body and hold the offices indicated below their signatures, each of which are genuine. You agree to furnish financial information, including your Federal Tax ID, that XFS may request now, which shall accurately represent your financial condition, and you authorize XFS to obtain credit reports on you in the future should you default or fail to make prompt payments hereunder. XFS represents that it is subject to, and shall abide by, the Xerox Corporation anti-discrimination, equal employment and other policies found at <https://www.xerox.com/en-us/jobs/diversity/policies-and-strategies> and the ethics and compliance policies found at <https://www.xerox.com/en-us/about/corporate-citizenship/ethics>, and that such policies shall control over any similar Customer policies in force.

**18. Original and Sole Controlling Document. No Modifications Unless in Writing.** This Agreement and each Schedule constitutes the entire agreement between the Parties as to the subjects addressed herein, and representations or statements not included herein are not part of this Agreement or any Schedule and are not binding on the Parties. You agree that an executed copy of this Agreement and each Schedule that is signed by your authorized representative and by XFS's authorized representative (an original manual signature or such signature reproduced by means of a reliable electronic form, such as electronic transmission of a facsimile or electronic signature) shall be marked "original" by XFS and shall constitute the only original document for all purposes. To the extent this Agreement or any Schedule constitutes UCC chattel paper, no security interest therein may be created except by the possession or transfer of the copy marked "original" by XFS. IF A PURCHASE ORDER OR OTHER DOCUMENT IS ISSUED BY YOU, NONE OF ITS TERMS AND CONDITIONS SHALL BE BINDING ON XFS, AS THE TERMS AND CONDITIONS OF THIS AGREEMENT AND EACH SCHEDULE EXCLUSIVELY GOVERN THE TRANSACTION DOCUMENTED HEREIN. **SUPPLIER AND ITS REPRESENTATIVES ARE NOT OUR AGENTS AND ARE NOT AUTHORIZED TO MODIFY OR NEGOTIATE THE TERMS OF THIS AGREEMENT OR ANY SCHEDULE. NEITHER THIS AGREEMENT NOR ANY SCHEDULE MAY BE AMENDED OR SUPPLEMENTED EXCEPT IN A WRITTEN AGREEMENT SIGNED BY AUTHORIZED REPRESENTATIVES OF THE PARTIES AND NO PROVISIONS CAN BE WAIVED EXCEPT IN A WRITING SIGNED BY XFS.** XFS's failure to object to terms contained in any communication from you will not be a waiver or modification of the terms of this Agreement or any Schedule. You authorize XFS to insert or correct missing information on this Agreement or any Schedule, including but not limited to your proper legal name, agreement/numbers, serial numbers and other Equipment information, so long as there is no material impact to your financial obligations.

**19. Governing Law, Jurisdiction, Venue and JURY TRIAL WAIVER.** THIS AGREEMENT AND EACH SCHEDULE ARE GOVERNED BY, AND SHALL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE WHERE THE EQUIPMENT IS LOCATED. THE JURISDICTION AND VENUE OF ANY ACTION TO ENFORCE THIS AGREEMENT, ANY SCHEDULE, OR OTHERWISE RELATING THERETO, SHALL BE IN A FEDERAL OR STATE COURT WHERE THE EQUIPMENT IS LOCATED. **UNLESS SPECIFICALLY PROHIBITED BY THE APPLICABLE GOVERNING LAW REFERENCED ABOVE, THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION RELATED TO OR ARISING OUT OF THIS AGREEMENT.**

**20. Miscellaneous.** Your obligations under the "Taxes" and "Liability" Sections commence upon execution, and survive the expiration or earlier termination, of this Agreement and the applicable Schedule(s). Notices hereunder must be in writing. Notices to you will be sent to the "Billing Address" provided on the first page hereof, and notices to XFS shall be sent to our address provided on the first page hereof. Notices will be deemed given 5 days after mailing by first class mail or 2 days after sending by nationally recognized overnight courier. Invoices are not considered notices and are not governed by the notice terms hereof. For collection purposes, you authorize us to communicate with you by any electronic means (including cellular phone, email, automatic dialing and recorded messages) using any phone number or electronic address you provide to us. If a court finds any term of this Agreement or any Schedule unenforceable, the remaining terms will remain in effect. The failure by either Party to exercise any right or remedy will not constitute a waiver of such right or remedy. If more than one party has signed this Agreement or Schedule as Customer, each such party agrees that its liability is joint and several. The following four sentences control over every other part of this Agreement: Both Parties will comply with applicable laws. XFS will not charge or collect any amounts in excess of those allowed by applicable law. Any part of this Agreement or any Schedule that would, but for the last four sentences of this Section, be read under any circumstances to allow for a charge higher than that allowed under any applicable legal limit, is modified by this Section to limit the amounts chargeable hereunder to the maximum amount allowed under the legal limit. If, in any circumstances, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by XFS in excess of that legally allowed will be applied by us to the payment of amounts legally owed hereunder or refunded to you.

**21. Non-Appropriation.** This Section is applicable only if the inclusion of a non-appropriation provision is legally required. Your obligation to pay all amounts due hereunder is contingent upon approval of the appropriation of funds by your governing body. In the event funds are not appropriated for any forthcoming fiscal period equal to amounts due hereunder, and you have no other funds legally available to be allocated to the payment of your obligations hereunder, you may terminate the corresponding Schedule effective on the first day of such fiscal period ("Termination Date") if: (a) you have used due diligence to exhaust all funds legally available; and (b) we have received written notice from you at least 30 days before the Termination Date. At our request, you shall promptly provide supplemental documentation as to such non-appropriation. Upon the occurrence of such non-appropriation, you shall not be obligated for payment for any fiscal period for which funds have not been so appropriated, and you shall promptly deliver the corresponding Equipment to the Dealer (or such other party as we may designate).

**Master Lease Schedule - Cost Per Copy**  
**Fixed Purchase Option**  
**(State and Local Governmental Transactions Only)**



Lease Agreement #		Dealer Name: Xerox Business Solutions Southwest			
<b>LESSEE INFORMATION</b>					
Full Legal Name <b>Tarrant Appraisal District</b>		DBA			
Billing Address <b>2500 Handley-Ederville Road</b>		City <b>Fort Worth</b>	State <b>TX</b>	ZIP Code <b>76118</b>	
Phone <b>817-595-6160</b>	Contact Name	Contact Email <b>jcraig@tad.org</b>		Lessee PO# (Optional)	
<b>EQUIPMENT</b>					
Quantity	Model and Description	Quantity	Model and Description		
1	<b>Xerox PRO B9110 Production Printer</b>				
Equipment Location (if different from Billing Address)					
<b>TERM , PAYMENT AND FIXED PURCHASE OPTION</b>		<b>IMAGE TYPE</b>	<b>IMAGES INCLUDED</b>	<b>EXCESS CHARGE</b>	<b>PRINTS INCLUDED</b>
Initial Lease Term (in months): <b>60</b>		B&W	250,000	.0035	
		Color			
Monthly Lease Payment: \$507.00		Everyday Color			N/A
Purchase Option/Fixed Purchase (Check One):		Color Level 2			N/A
<input checked="" type="checkbox"/> \$1.00 <input type="checkbox"/> Fixed Purchase Amount:		Color Level 3			N/A
<b>LESSEE ACCEPTANCE</b>					
<b>BY YOUR SIGNATURE BELOW, YOU ACKNOWLEDGE THAT YOU ARE ENTERING INTO A NON-CANCELLABLE LEASE AND THAT YOU HAVE READ AND AGREED TO ALL APPLICABLE TERMS AND CONDITIONS SET FORTH HEREIN AND ON PAGES 1 AND 2 OF THE LEASE.</b>					
Authorized Signer <b>X</b> <i>Jeff Craig</i>		Date <b>Nov 10, 2021</b>		Federal Tax ID # (Required)	
Print Name <b>Jeff Craig</b>		Title (indicate President, Partner, Proprietor, etc.) <b>Director of Administration</b>			
<b>LESSOR ACCEPTANCE</b>					
Accepted By: Xerox Financial Services LLC		Name and Title			Date
<b>TERMS &amp; CONDITIONS</b>					

Pursuant to that Master Lease Agreement Number indicated above ("Lease") between you and XFS, **the terms and conditions of which are fully incorporated into this Schedule**, you hereby (a) authorize XFS to order for lease to you the equipment described above ("Equipment"), (b) agree to lease such Equipment from XFS effective the Inception Date for the Initial Lease Term specified above, and (c) agree to pay XFS the Lease Payments in the amounts and at the times specified above for each item of Equipment. This Schedule is attached to and constitutes a part of the Lease and all of the terms used herein which are defined in the Lease shall have the same meaning as so defined.