

Date February 6, 2017

LEASE AGREEMENT  
Between  
ROY V. WILSON (1984) LTD.  
(TA WILSON'S BUSINESS SOLUTIONS)  
and

Customer Town of Fort FrancesAddress 320 Portage AveFort Frances ON P9A 3P9Phone # 807-274-5323

The following equipment is leased to the above customer for a period of 60 months at a monthly rate of \$236.95 (plus applicable taxes). The monthly payment is based on NET amount shown below. (Automatic Payment Plan form completed - Yes \_\_\_\_\_ No X ) (Bill mthly \_\_\_\_\_ qtrly X )

Model(s) Sharp Colour MFPDescription(s) MX6070N/MXDE28/MXFN30/MXRB25/MXPN16B/SURGESerial Number(s) TBD

\$11,995.00 less \$0 less \$0 = \$11,995.00  
Purchase price Trade-In Down payment Net (lease amount)

It is understood that should the above customer wish to purchase this equipment, they may do so at any time in the first 12 months and receive a rebate of 67% of payments paid to date, OR they may purchase at the end of the full term and receive a rebate EQUAL to 90% of the Net Lease Amount stated above.

In order to qualify for such a rebate, it is understood that the customer's account must be paid up to date.

It is also understood that this customer is responsible for any damage to the above equipment, as well as ALL maintenance costs after equipment warranty expires. In the case of photocopiers, (with the exception of PC series models) normal operating maintenance costs are included in the copy charge. Initial copy charge may be subject to change after 12 months, reflecting increases in cost of labour and supplies. The customer is also responsible for the loss of the above equipment by fire, theft, vandalism, or other abnormal causes.

This agreement is not subject to cancellation.

Customer \* Town of Fort FrancesAuthorized Signature Marie G. Lindberg

WILSON'S BUSINESS SOLUTIONS

Per [Signature]

## CREDIT APPROVAL REQUIREMENTS:

-AUTO DEBIT BANK PLAN ON LEASES UNDER \$5,000.00  
-APPROVAL REQUIRED FOR TERMS LONGER THAN 36 MONTHS  
OR AMOUNTS OVER \$15,000.00

INVOICE #  
COVERING  
WORK ORDER  
RENTAL FORM

WO# TD689

DATE: February 6, 2017

V. 08-01 dry

START DATE: Marc 1, 2017

Customer Name:	Town of Fort Frances		
Billing Information:	Address 320 Portage Ave		
	City Fort Frances	Province ON	Postal Code P9A 3P9
	Contact Name	Phone Number 807-274-5323	Fax Number

Site Information:	Address Administration			
	Actual Location of Equipment			
	City	Province	Postal Code	
	Contact Name	Phone Number	Fax Number	Email

Equipment Description	Quantity	Description (Make, Model and Description)	Serial Number	Unit #	Start Meter
	1	MX6070N	TBD		0
	1	MXDE28	TBD		
	1	MXFN30	TBD		
	1	MXRB25			
	1	MXPN16B	TBD		
	1	SURGE			

Network Support Options:	<p>There will be no installation charge or fees associated with connecting a newly purchased product to an existing network, provided there are no more than a maximum of five (5) computers. Larger networks will incur an installation fee at our normal networking rate if the number of computers exceeds five (5). The following rates are available for network related problems:</p> <ul style="list-style-type: none"> <li>o Fee for service at \$125.00/hour</li> <li>o Prepaid service contract at \$80.00/hour (minimum 40 hour blocks)</li> </ul> <p>(Please refer to Terms and Conditions section (3) <b>MAINTENANCE AND SERVICE</b> subsections (I), (II) and (III))</p>
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Surge Suppression:	<p><b>Transformer based surge suppression is mandatory for ALL digital copiers and options.</b></p> <p><input checked="" type="checkbox"/> Surge protector installed with machine</p> <p><input type="checkbox"/> I <u>do not</u> want surge protection on my equipment and agree to pay for all electrical repairs.</p> <p>Name (print)..... Signature.....</p>
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Copy Charge Information	Copy Charge Billing Frequency	Preferred Option of Providing Meter Readings
<p>i) Cost per copy charges PO# _____ (if applicable)</p> <p>Black 0.007 /copy</p> <p>Colour 0.06 /copy</p> <p><input type="checkbox"/> LABOR EXTRA</p> <p><input type="checkbox"/> TONER EXTRA</p> <p><input type="checkbox"/> COPY BLOCK ( _____ copies, prepaid)</p> <p><input type="checkbox"/> ADDITIONAL INFO: _____</p> <p>ii) Monthly Minimum:</p> <p>a) \$ _____ /month (first _____ copies included)</p> <p>b) Overage @ _____ /copy</p>	<p><input checked="" type="checkbox"/> MONTHLY</p> <p><input type="checkbox"/> QUARTERLY</p> <p><input type="checkbox"/> ANNUALLY (Prepaid)</p> <p><input type="checkbox"/> BLOCK (Prepaid) # of copies: _____</p> <p><input type="checkbox"/> INTERESTED IN EQUAL MONTHLY BILLING? (available after 12 months of meter history is available)</p>	<p><input type="checkbox"/> ON-LINE (see attached for instructions)</p> <p><input checked="" type="checkbox"/> PROGRAM EQUIPMENT TO AUTOMATICALLY SEND (equipment must have available network connection)</p> <p><input type="checkbox"/> OTHER</p> <ul style="list-style-type: none"> <li>o Email to <a href="mailto:meter@wilson.ca">meter@wilson.ca</a></li> <li>o Fax to (807) 223-3320</li> <li>o Please call (note that calls will be placed 1 out of every 3 months)</li> </ul>

ALL AMOUNTS ARE SUBJECT TO APPLICABLE TAXES

CUSTOMER ACKNOWLEDGES HAVING READ THE TERMS AND CONDITIONS IN THIS AGREEMENT WHICH ARE SET FORTH ON THIS PAGE AND ON THE REVERSE SIDE. ALL unsigned QUOTES ARE VALID FOR 30 DAYS.

<p>FOR OFFICE USE ONLY</p> <p>Wilson's Business Solutions</p> <p>BY: _____ Authorized Signature</p>
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Customer (Legal Name) Town of Fort Frances

The undersigned affirms that he/she is duly authorized to execute this Agreement

By: Lucille H. Fridberg Title: Treasurer  
Authorized Signature

By: \_\_\_\_\_ Title: \_\_\_\_\_  
Authorized Signature

## TERMS AND CONDITIONS

This Service Contract ("Contract") shall not become binding on Wilson's Business Solutions ("Wilson's") until accepted in writing by Wilson's as evidenced by the signature of a duly authorized representative of Wilson's in the space provided on the reverse side.

1. NON-CANCELLABLE CONTRACT. This Contract cannot be terminated during the term set forth on the reverse side ("Term") except as expressly provided herein.

2. SERVICE PERIOD AND SERVICE FEES. "Service Period" shall mean each month, quarter or annual period as indicated in the Copy Charge Billing Frequency box on the reverse side. The Customer shall pay to Wilson's commencing in the month during which the Equipment is delivered to the Customer and continuing for the Term, an amount equal to the number of copies used in the Metered Period (as defined in the Meter Readings paragraph set forth below) multiplied by the applicable cost per copy rate ("Service Fee") set forth in the Copy Charge Information section. If a monthly minimum charge is being applied, the Customer shall pay the amounts set forth in the Monthly Minimum area of the Copy Charge Information section. A monthly amount ("Monthly Minimum") which includes a set amount of copies ("Minimum Usage") will be paid each month. The Customer shall also pay on a monthly basis, an amount equal to the number of copies used in the Metered Period in excess of the Minimum Usage multiplied by the Overage rate ("Overage"). Customer payments shall occur no later than the last day of the Service Period following the Metered Period. The amount payable in each Service Period shall not be reduced if the number of copies used in the Metered Month is less than the Minimum Usage. The obligation to pay the Service Fee or Monthly Minimum/Overage is absolute and unconditional and shall not be subject to any abatement, reduction, set-off, defense or counterclaim unless specifically provided for in the Contract. After the first 12 months of the Contract, Wilson's may change prices and/or terms and conditions periodically by notifying the Customer not less than thirty (30) days prior to the change(s) through Wilson's regular invoicing process.

3. MAINTENANCE AND SERVICE. Wilson's shall be obliged at its cost to keep the Equipment in good repair, condition and working order and furnish all parts and servicing required therefore. In performing such obligations, Wilson's shall keep the Equipment functioning in accordance with the general operating specifications and standards of the manufacturer thereof. Wilson's shall respond to requests for the servicing by the Customer during Wilson's usual business hours Monday to Friday in each week ("Wilson's Usual Business Hours") within a reasonable response period following a request by the Customer (a reasonable response period shall be based and determined on such factors as location of the Customer, climatic and traffic conditions and the availability of parts and manpower).

The Customer will be invoiced and pay: (i) for service calls outside of Wilson's Usual Business Hours at Wilson's then current published service rates for service outside of Wilson's Usual Business Hours (ii) for service calls related to Network Connected Equipment that are end user and/or computer related and not the direct result of defective Equipment provided by Wilson's, and (iii) for unusual and frequent service calls, repair and maintenance necessitated by the Customer's negligence, computer related viruses, non-compliance with manufacturer's recommendations, improper use, unqualified operators and use of defective supplies or supplies not acceptable for use with the Equipment. In the performance of Wilson's obligation to maintain and service the Equipment, Wilson's shall have the right to substitute an item of the Equipment with another item of Equipment of the same make and model and in comparable condition with the item being substituted and the Customer shall execute such acknowledgement of such substitution as Wilson's may reasonably require. The Customer agrees that Wilson's and/or its authorized agent shall have access to the Customer's premises to service, inspect and repair the Equipment and/or read the meter thereof. The Equipment shall be located and used at the place designated herein and shall not be moved without the prior written consent of Wilson's.

4. REPRESENTATIONS AND WARRANTIES. Wilson's warrants that it is the owner of the Equipment, free from any encumbrances. The Customer acknowledges that any other warranties with respect to the Equipment will be manufacturer's warranties, which, if assignable, are hereby assigned by Wilson's to the Customer. The Customer further acknowledges and agrees that its obligation to pay Service Fee or Minimum Monthly/Overage hereunder is unconditional. Wilson's, upon the prior written reasonable request of Customer, will co-operate and assist the Customer in the enforcement of any warranty assigned hereunder.

5. ASSIGNMENT BY WILSON'S. Wilson's may at any time assign all or part of its interest in this Contract or the Equipment. In the event of any such assignment, the Assignee shall be entitled to enforce the rights so assigned and to provide any notice, correspondence or demand provided hereunder in its own name in place of Wilson's and the Customer hereby accepts all such rights. Wilson's shall continue to have the obligations of Wilson's set forth herein and warrants that any assignment pursuant hereto shall not affect the rights of the Customer hereunder provided, however, that Customer will not withhold payment of any amounts due under this Contract or otherwise default on its obligations under this Contract by reason of any claim in the nature of set-off or compensation which it might have or claim to have by reason of the failure or the alleged failure by Wilson's to perform its obligations hereunder until the expiry of sixty (60) days following the Customer's written notice to any Assignee setting forth the details of Wilson's failure to perform. During such period, the Assignee may remedy or arrange to remedy any such failure by Wilson's including but not limited to, arranging with another party to perform Wilson's maintenance and service obligations hereunder.

6. METER READINGS. During the first 20 days of the Service Period, the Customer agrees to notify Wilson's, or its designated agent, of the complete and accurate meter reading(s) from the equipment as of the last working day of the immediately preceding Service Period ("Metered Period") and all such notification of readings shall be in format designated by Wilson's. Wilson's shall use the meter readings provided by the Customer to calculate the actual usage for the Metered Period. Wilson's reserves the right to conduct an on-site inspection and verify the accuracy of the meter readings at any time and substitute its own readings in place of the readings provided by the Customer. Should the Customer fail to provide meter readings during the first 20 days of the Service Period following a Metered Period, Wilson's reserves the right to substitute an estimated meter reading and to calculate an estimated usage for such Metered Period and the Customer hereby agrees to accept such estimated usage.

7. CONTINUING CONTRACT. Provided the Customer is not in default hereunder, this Contract will be automatically renewed on a month-to-month basis upon the expiration of the Term ("Renewal Period") upon and subject to the terms and conditions set forth herein unless either Wilson's or the Customer has notified the other in writing within thirty (30) days prior to the expiration of the Term to the effect that the Renewal Period will not be entered into. During the Renewal Period, either party may cancel this Contract by providing thirty (30) days' written notice to the other party.

8. LAWS AND TAXES. The Customer shall comply with all government laws, regulations and orders relating to this Contract, the Equipment and its use and agrees to pay when due all license fees, assessments and all taxes, including but not limited to sales, goods and services, property, excise and other taxes now or hereafter imposed by any federal, provincial, ownership, delivery, renting, possession, use, operation and return thereof (but excluding income and capital taxes of Wilson's). Any fees, taxes or other lawful charges paid by Wilson's upon failure of the Customer to make such payments shall at Wilson's option become immediately due from the Customer to Wilson's.

9. EQUIPMENT RISK AND INSURANCE. The Equipment shall be at the risk of the Customer. The Customer shall obtain and maintain for the entire Term and any Renewal Period of this Contract, at its own expense, property damage and liability insurance and insurance against loss or damage to the Equipment.

10. DEFAULT. The occurrence or happening of any one or more of the following events shall constitute an event of default: (i) failure by the Customer to pay any Service Fee or Monthly Minimum/Overage or other amounts payable hereunder within five (5) days of the due date thereof; (ii) failure by the Customer to perform or observe any covenant, condition or Contract to be performed or observed hereunder and such failure shall continue for a period of 20 days; (iii) any representation or warranty made by the Customer herein or in any document or certificate furnished to Wilson's in connection herewith or pursuant hereto shall prove to be incorrect at any time in any material respect; (iv) if the Customer becomes insolvent or bankrupt or makes an assignment for the benefit of creditors or consents to the appointment of a trustee or receiver, or a trustee or receiver be appointed for the Customer or for a substantial part of its property without its consent; (v) if bankruptcy, reorganization or insolvency proceedings be instituted by or against the Customer; (vi) a writ, execution, attachment or similar process be issued or levied against the Equipment. Upon the happening of an event of default, Wilson's in its absolute discretion may: (a) DENY REQUESTS FOR SERVICE OR SUPPLIES; (b) terminate this Contract and by written notice to the Customer specifying a payment date not earlier than five (5) days from the date of such notice, require the Customer to pay to Wilson's as its financial obligation ("Financial Obligation") on the date specified in such notice the sum of any Service Fee or Monthly Minimum/Overage and other amounts due and unpaid. Except as otherwise expressly provided above, no remedy referred to in this section is intended to be exclusive, but shall be cumulative and in addition to any other remedy referred to above or otherwise available to Wilson's at law or in equity.

Signature \_\_\_\_\_