AGREEMENT FOR SERVICES BETWEEN  
THE CITY OF MENLO PARK AND SHARP BUSINESS SYSTEMS  

<table>
<thead>
<tr>
<th>Amendment #: 2822-1</th>
</tr>
</thead>
</table>

THIS FIRST AMENDMENT is made and entered into this 2/25/2020, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as “CITY,” and SHARP BUSINESS SYSTEMS, hereinafter referred to as “FIRST PARTY.”

1. Pursuant to Section 1 Scope of work of Agreement No. 2822, (“Agreement”), Section Exhibit A-1 [amendment to section] to include the following

“One additional Sharp MX-3071 printer ”

Except as modified by this Amendment, all other terms and conditions of Agreement No. 2822 remain the same.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

SIGNATURE PAGE TO FOLLOW
FOR FIRST PARTY:

Signature
Doug Cochran

Printed name
13-1968872

Tax ID#

APPROVED AS TO FORM:

William L. McClure, City Attorney

FOR CITY OF MENLO PARK:

Starla Jerome-Robinson, City Manager

ATTEST:

Judi A. Herren, City Clerk

2/24/2020

Date

Sr. Government Account Rep
Title

2/24/2020

Date

2/25/2020

Date
## Value Lease Supplement

### CUSTOMER INFORMATION

<table>
<thead>
<tr>
<th>FULL LEGAL NAME</th>
<th>STREET ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Menlo Park</td>
<td>701 Laurel St.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CITY</th>
<th>STATE</th>
<th>ZIP</th>
<th>PHONE</th>
<th>FAX</th>
</tr>
</thead>
<tbody>
<tr>
<td>Menlo Park</td>
<td>CA</td>
<td>94025</td>
<td>650-330-6600</td>
<td></td>
</tr>
</tbody>
</table>

### EQUIPMENT ADDED

<table>
<thead>
<tr>
<th>MAKE/MODEL/ACCESSORIES</th>
<th>SERIAL NO.</th>
<th>STARTING METER</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Sharp MX-3071</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
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</tr>
</tbody>
</table>

- See the attached Schedule A
- See the attached Billing Schedule

### EQUIPMENT DELETED

<table>
<thead>
<tr>
<th>MAKE/MODEL/ACCESSORIES</th>
<th>SERIAL NO.</th>
<th>ENDING METER</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### NEW CONSOLIDATED PAYMENT

(Enter all required information below)

The information below reflects your new CONSOLIDATED Payment and allowance (includes amounts due under this Supplement, the Value Lease Agreement, and any other applicable supplement(s) during the term thereof).

<table>
<thead>
<tr>
<th>Monthly Payment $</th>
<th>3,117.00</th>
<th>No. of Black and White Images Included</th>
<th>0</th>
<th>Overages billed at $</th>
<th>0.0032</th>
</tr>
</thead>
<tbody>
<tr>
<td>No. of Color Images Included</td>
<td>0</td>
<td>Overages billed at $</td>
<td>0.0320</td>
<td></td>
<td></td>
</tr>
<tr>
<td>No. of Scan Images Included</td>
<td></td>
<td>Overages billed at $</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>No. of Fax Images Included</td>
<td></td>
<td>Overages billed at $</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**OR**

*plus applicable taxes*

**METER READINGS VERIFIED:**

- B&W - MONTHLY
- COLOR - MONTHLY

### ITEMIZED PAYMENT

(Enter the itemized Payment under this Supplement only)

<table>
<thead>
<tr>
<th>Monthly Payment $</th>
<th></th>
<th>No. of Black and White Images Included</th>
<th></th>
<th>Overages billed at $</th>
</tr>
</thead>
<tbody>
<tr>
<td>No. of Color Images Included</td>
<td></td>
<td>Overages billed at $</td>
<td></td>
<td></td>
</tr>
<tr>
<td>No. of Scan Images Included</td>
<td></td>
<td>Overages billed at $</td>
<td></td>
<td></td>
</tr>
<tr>
<td>No. of Fax Images Included</td>
<td></td>
<td>Overages billed at $</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### TERM

34 Mos. Termination date of this Supplement coincides with the end of term set forth in the Value Lease Agreement (coterminal) and/or previous Supplement(s) (as applicable).

### TERMS AND CONDITIONS

This is a Supplement to the Value Lease Agreement identified above between Lessor and Customer. If this Supplement relates to Equipment not subject to the Value Lease Agreement (i.e., additional equipment), this Supplement, together with the preprinted terms of the Value Lease Agreement (as amended), constitutes an agreement between Customer and Lessor with respect to the Equipment referenced herein, separate and distinct from the Value Lease Agreement. Customer agrees to be bound by the terms of this Supplement, which includes the preprinted terms of the Value Lease Agreement (as amended) and agrees this Supplement shall commence on the date of Lessor's acceptance. The original of this Supplement shall be that copy which bears a facsimile or original of Customer's signature and which bears Lessor's original signature. If any provision in this Supplement conflicts with a provision in the Value Lease Agreement, the provision in this Supplement shall control. If this Supplement relates to Equipment subject to the Value Lease Agreement (i.e., replaced or removed Equipment and/or payment modifications), the Value Lease Agreement shall be modified or supplemented as set forth above as of the date Lessor accepts this Supplement. Except as specifically modified by this Supplement, all other terms and conditions of the Value Lease Agreement (as amended) remain in full force and effect.

### LESSOR ACCEPTANCE

<table>
<thead>
<tr>
<th>Name:</th>
<th>Doug Cochran</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature:</td>
<td>[Signature]</td>
</tr>
</tbody>
</table>

Lessor: Sharp Electronics Corporation through its Sharp Business Systems Division

Dated: 2/24/2020

### CUSTOMER ACCEPTANCE

<table>
<thead>
<tr>
<th>Name:</th>
<th>Starla Jerome-Robinson</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature:</td>
<td>[Signature]</td>
</tr>
</tbody>
</table>

Customer (as referenced above): City of Menlo Park

City Manager

Dated: 2/24/2020

### ACCEPTANCE OF DELIVERY

The Customer hereby certifies that all the Equipment: 1) has been received, installed, and inspected, and 2) is fully operational and unconditionally accepted.

| Name: | |
|-------| |
| Signature: | [Signature] |

Customer (as referenced above): City of Menlo Park

Date of Delivery: 10/01/2018
Service Addendum

Date
Master Contract #
Representative

Customer
Name: City of Menlo Park
Address: 701 Laurel St
City: Menlo Park
Contact/Phone: 650-330-6600
Meter Contact: Guillermo Aranda
Meter Method: MICAS
Email Address: granda@menlopark.org

Equipment to be added to Master

<table>
<thead>
<tr>
<th>Make/Model</th>
<th>Serial Number/ID #</th>
<th>B/W Start Meter</th>
<th>Color Start Meter</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sharp MX-3071</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HP M254DW</td>
<td>VNBX45924</td>
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<tr>
<td>HP M404DW</td>
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<tr>
<td>HP M476DN</td>
<td>CNB8H1G6PR</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Equipment to be deleted off of Master

Make/Model | Serial Number/ID # | B/W End Meter | Color End Meter |
-----------|--------------------|--------------|-----------------|

Adjusted Service Base / Overage

No Change to Base or Overage X X Add to Master Contract

ITEM | Base Rate | Added Allowance | Added Base | Overage |
-----|-----------|-----------------|------------|---------|
B/W MFP or FAX |          |                |            |         |
COLOR |          |                |            |         |
B/W PRINTER |          |                |            |         |
COLOR PRINTER |          |                |            |         |

I have read and understand our obligations under the terms and conditions of the Master Service Agreement referenced above, as the only agreement pertaining to the equipment hereunder. No other agreements apply unless expressly noted on the face of this agreement or in the contracts specified above. I understand all meter counts are based on 8.5X11 (minimum) single sided images unless otherwise noted.

CUSTOMER ACCEPTANCE

Authorized Signature/Date: Starla Jerome-Robinson
Print Name: Starla Jerome-Robinson
Title: City Manager

Sharp Business Acceptance

Authorized Signature/Date: Doug Cochran
Print Name: Charice Gibbs
Title: Contracts Administrator
# AGREEMENT FOR SERVICES BETWEEN
# THE CITY OF MENLO PARK AND SHARP BUSINESS SYSTEMS

THIS AGREEMENT made and entered into at Menlo Park, California, this 10/29/2019, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY," and SHARP BUSINESS SYSTEMS, hereinafter referred to as "FIRST PARTY."

WITNESSETH:

WHEREAS, CITY desires to retain FIRST PARTY to provide certain professional services for CITY in connection with that certain project called: Citywide replacement of Xerox multi-function and regular printers.

WHEREAS, FIRST PARTY is licensed to perform said services and desires to and does hereby undertake to perform said services.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, PROMISES AND CONDITIONS of each of the parties hereto, it is hereby agreed as follows:

## 1. SCOPE OF WORK

In consideration of the payment by CITY to FIRST PARTY, as hereinafter provided, FIRST PARTY agrees to perform all the services as set forth in Exhibit "A," Scope of Services.

## 2. SCHEDULE FOR WORK

FIRST PARTY's proposed schedule for the various services required pursuant to this agreement will be as set forth in Exhibit "A," Scope of Services. CITY will be kept informed as to the progress of work by written reports, to be submitted monthly or as otherwise required in Exhibit "A." Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents or other events beyond the control of the other, or the other's employees and agents.

FIRST PARTY shall commence work immediately upon receipt of a "Notice to Proceed" from CITY. The "Notice to Proceed" date shall be considered the "effective date" of the agreement, as used herein, except as otherwise specifically defined. FIRST PARTY shall complete all the work and deliver to CITY all project related files, records, and materials within one month after completion of all of FIRST PARTY's activities required under this agreement.

## 3. PROSECUTION OF WORK

FIRST PARTY will employ a sufficient staff to prosecute the work diligently and continuously and will complete the work in accordance with the schedule of work approved by the CITY. (See Exhibit "A," Scope of Services).
4. COMPENSATION AND PAYMENT

A. CITY shall pay FIRST PARTY an all-inclusive fee that shall not exceed $75,000 per year as described in Exhibit "A," Scope of Services. All payments shall be inclusive of all indirect and direct charges to the Project incurred by FIRST PARTY. The CITY reserves the right to withhold payment if the City determines that the quantity or quality of the work performed is unacceptable.

B. FIRST PARTY's fee for the services as set forth herein shall be considered as full compensation for all indirect and direct personnel, materials, supplies and equipment, and services incurred by FIRST PARTY and used in carrying out or completing the work.

C. Payments shall be monthly for the invoice amount or such other amount as approved by CITY. As each payment is due, the FIRST PARTY shall submit a statement describing the services performed to CITY. This statement shall include, at a minimum, the project title, agreement number, the title(s) of personnel performing work, hours spent, payment rate, and a listing of all reimbursable costs. CITY shall have the discretion to approve the invoice and the work completed statement. Payment shall be for the invoice amount or such other amount as approved by CITY.

D. Payments are due upon receipt of written invoices. CITY shall have the right to receive, upon request, documentation substantiating charges billed to CITY. CITY shall have the right to perform an audit of the FIRST PARTY's relevant records pertaining to the charges.

5. EQUAL EMPLOYMENT OPPORTUNITY

A. FIRST PARTY, with regard to the work performed by it under this agreement shall not discriminate on the grounds of race, religion, color, national origin, sex, handicap, marital status or age in the retention of sub-consultants, including procurement of materials and leases of equipment.

B. FIRST PARTY shall take affirmative action to insure that employees and applicants for employment are treated without regard to their race, color, religion, sex, national origin, marital status or handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training including apprenticeship.

C. FIRST PARTY shall post in prominent places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

D. FIRST PARTY shall state that all qualified applications will receive consideration for employment without regard to race, color, religion, sex, national origin, marital status or handicap.

E. FIRST PARTY shall comply with Title VI of the Civil Rights Act of 1964 and shall provide such reports as may be required to carry out the intent of this section.

F. FIRST PARTY shall incorporate the foregoing requirements of this section in FIRST PARTY’s agreement with all sub-consultants.

6. ASSIGNMENT OF AGREEMENT AND TRANSFER OF INTEREST

A. FIRST PARTY shall not assign this agreement, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the CITY thereto, provided, however, that claims for money due or to become due to the FIRST PARTY from the CITY under this agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of an intended assignment or transfer shall be furnished promptly to the CITY.

B. In the event there is a change of more than 30 percent of the stock ownership or ownership in FIRST PARTY from the date of this agreement is executed, then CITY shall be notified before the date of said change of stock ownership or interest and CITY shall have the right, in event of such change in stock ownership or interest, to terminate this agreement upon notice to FIRST PARTY. In the event CITY is not notified of any such change in stock ownership or interest, then upon knowledge of same, it shall be deemed that CITY has terminated this agreement.
7. INDEPENDENT WORK CONTROL

It is expressly agreed that in the performance of the service necessary for compliance with this agreement, FIRST PARTY shall be and is an independent contractor and is not an agent or employee of CITY. FIRST PARTY has and shall retain the right to exercise full control and supervision of the services and full control over the employment, direction, compensation and discharge of all persons assisting FIRST PARTY in the performance of FIRST PARTY’s services hereunder. FIRST PARTY shall be solely responsible for its own acts and those of its subordinates and employees.

8. CONSULTANT QUALIFICATIONS

It is expressly understood that FIRST PARTY is licensed and skilled in the professional calling necessary to perform the work agreed to be done by it under this agreement and CITY relies upon the skill of FIRST PARTY to do and perform said work in a skillful manner usual to the profession. The acceptance of FIRST PARTY's work by CITY does not operate as a release of FIRST PARTY from said understanding.

9. NOTICES

All notices hereby required under this agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid or by overnight courier service. Notices required to be given to CITY shall be addressed as follows:

Lenka Diaz  
Director - Administrative Services Department  
City of Menlo Park  
701 Laurel St.  
Menlo Park, CA 94025  
650-330-6677  
ldiaz@menlopark.org

Notices required to be given to FIRST PARTY shall be addressed as follows:

Doug Cochran  
Sharp Business Systems  
5700 Stoneridge Dr., Suite 300  
Pleasanton, CA 94588  
(925) 417-8400  
cochranm@sharpusa.com

Provided that any party may change such address by notice, in writing, to the other party and thereafter notices shall be addressed and transmitted to the new address.

10. HOLD HARMLESS

The FIRST PARTY shall defend, indemnify and hold harmless the CITY, its subsidiary agencies, their officers, agents, employees and servants from all claims, suits or actions that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the FIRST PARTY brought for, or on account of, injuries to or death of any person or damage to property resulting from the performance of any work required by this agreement by FIRST PARTY, its officers, agents, employees and servants. Nothing herein shall be construed to require the FIRST PARTY to defend, indemnify or hold harmless the CITY, its subsidiary agencies, their officers, agents, employees and servants against any responsibility to liability in contravention of Section 2782.8 of the California Civil Code.
11. INSURANCE

A. FIRST PARTY shall not commence work under this agreement until all insurance required under this Section has been obtained and such insurance has been approved by the City, with certificates of insurance evidencing the required coverage.

B. There shall be a contractual liability endorsement extending the FIRST PARTY’s coverage to include the contractual liability assumed by the FIRST PARTY pursuant to this agreement. These certificates shall specify or be endorsed to provide that thirty (30) days’ notice must be given, in writing, to the CITY, at the address shown in Section 9, of any pending cancellation of the policy. FIRST PARTY shall notify CITY of any pending change to the policy. All certificates shall be filed with the City.

1. Workers’ compensation and employer’s liability insurance:
   The FIRST PARTY shall have in effect during the entire life of this agreement workers’ compensation and Employer’s Liability Insurance providing full statutory coverage. In signing this agreement, the FIRST PARTY makes the following certification, required by Section 3700 of the California Labor Code: "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this agreement" (not required if the FIRST PARTY is a Sole Proprietor).

2. Liability insurance:
   The FIRST PARTY shall take out and maintain during the life of this agreement such Bodily Injury Liability and Property Damage Liability Insurance (Commercial General Liability Insurance) on an occurrence basis as shall protect it while performing work covered by this agreement from any and all claims for damages for bodily injury, including accidental death, as well as claims for property damage which may arise from the FIRST PARTY’s operations under this agreement, whether such operations be by FIRST PARTY or by any sub-consultant or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall be not less than one million dollars ($1,000,000) per occurrence and one million dollars ($1,000,000) in aggregate, or one million dollars ($1,000,000) combined single limit bodily injury and property damage for each occurrence. FIRST PARTY shall provide the CITY with acceptable evidence of coverage, including a copy of all declarations of coverage exclusions. FIRST PARTY shall maintain Automobile Liability Insurance pursuant to this agreement in an amount of not less than one million dollars ($1,000,000) for each accident combined single limit or not less than one million dollars ($1,000,000) for any one (1) person, and one million dollars ($1,000,000) for any one (1) accident, and Three Hundred Thousand Dollars, ($300,000) property damage.

3. Professional liability insurance:
   FIRST PARTY shall maintain a policy of professional liability insurance, protecting it against claims arising out of the negligent acts, errors, or omissions of FIRST PARTY pursuant to this agreement, in the amount of not less than one million dollars ($1,000,000) per claim and in the aggregate. Said professional liability insurance is to be kept in force for not less than one (1) year after completion of services described herein.

C. CITY and its subsidiary agencies, and their officers, agents, employees and servants shall be named as additional insured on any such policies of Commercial General Liability and Automobile Liability Insurance, (but not for the Professional Liability and workers’ compensation), which shall also contain a provision that the insurance afforded thereby to the CITY, its subsidiary agencies, and their officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if the CITY, its subsidiary agencies and their officers and employees have other insurance against a loss covered by a policy, such other insurance shall be excess insurance only.

D. In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, CITY, at its option, may, notwithstanding any other provision of this agreement to the contrary, immediately declare a material breach of this agreement and suspend all further work pursuant to this agreement.

E. Before the execution of this agreement, any deductibles or self-insured retentions must be declared to and approved by CITY.
12. PAYMENT OF PERMITS/LICENSES
Contractor shall obtain any license, permit, or approval if necessary from any agency whatsoever for the work/services to be performed, at his/her own expense, before commencement of said work/services or forfeit any right to compensation under this agreement.

13. RESPONSIBILITY AND LIABILITY FOR SUB-CONSULTANTS AND/OR SUBCONTRACTORS
Approval of or by CITY shall not constitute nor be deemed a release of responsibility and liability of FIRST PARTY or its sub-consultants and/or subcontractors for the accuracy and competency of the designs, working drawings, specifications or other documents and work, nor shall its approval be deemed to be an assumption of such responsibility by CITY for any defect in the designs, working drawings, specifications or other documents prepared by FIRST PARTY or its sub-consultants and/or subcontractors.

14. OWNERSHIP OF WORK PRODUCT
Work products of FIRST PARTY for this project, which are delivered under this agreement or which are developed, produced and paid for under this agreement, shall become the property of CITY. The reuse of FIRST PARTY’s work products by City for purposes other than intended by this agreement shall be at no risk to FIRST PARTY.

15. REPRESENTATION OF WORK
Any and all representations of FIRST PARTY, in connection with the work performed or the information supplied, shall not apply to any other project or site, except the project described in Exhibit "A" or as otherwise specified in Exhibit "A."

16. TERMINATION OF AGREEMENT
A. CITY may give thirty (30) days written notice to FIRST PARTY, terminating this agreement in whole or in part at any time, either for CITY’s convenience or because of the failure of FIRST PARTY to fulfill its contractual obligations or because of FIRST PARTY’s change of its assigned personnel on the project without prior CITY approval. Upon receipt of such notice, FIRST PARTY shall:
   1. Immediately discontinue all services affected (unless the notice directs otherwise); and
   2. Deliver to the CITY all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated or produced by FIRST PARTY in performing work under this agreement, whether completed or in process.
B. If termination is for the convenience of CITY, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
C. If the termination is due to the failure of FIRST PARTY to fulfill its agreement, CITY may take over the work and prosecute the same to completion by agreement or otherwise. In such case, FIRST PARTY shall be liable to CITY for any reasonable additional cost occasioned to the CITY thereby.
D. If, after notice of termination for failure to fulfill agreement obligations, it is determined that FIRST PARTY had not so failed, the termination shall be deemed to have been effected for the convenience of the CITY. In such event, adjustment in the contract price shall be made as provided in Paragraph B of this Section.
E. The rights and remedies of the CITY provided in this Section are in addition to any other rights and remedies provided by law or under this agreement.
F. Subject to the foregoing provisions, the CITY shall pay FIRST PARTY for services performed and expenses incurred through the termination date.
17. INSPECTION OF WORK

It is FIRST PARTY’s obligation to make the work product available for CITY’s inspections and periodic reviews upon request by CITY.

18. COMPLIANCE WITH LAWS

It shall be the responsibility of FIRST PARTY to comply with all State and Federal Laws applicable to the work and services provided pursuant to this agreement, including but not limited to compliance with prevailing wage laws, if applicable.

19. BREACH OF AGREEMENT

A. This agreement is governed by applicable federal and state statutes and regulations. Any material deviation by FIRST PARTY for any reason from the requirements thereof, or from any other provision of this agreement, shall constitute a breach of this agreement and may be cause for termination at the election of the CITY.

B. The CITY reserves the right to waive any and all breaches of this agreement, and any such waiver shall not be deemed a waiver of any previous or subsequent breaches. In the event the CITY chooses to waive a particular breach of this agreement, it may condition same on payment by FIRST PARTY of actual damages occasioned by such breach of agreement.

20. SEVERABILITY

The provisions of this agreement are severable. If any portion of this agreement is held invalid by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect unless amended or modified by the mutual consent of the parties.

21. CAPTIONS

The captions of this agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify, or aid in the interpretation, construction, or meaning of any provisions of this agreement.

22. LITIGATION OR ARBITRATION

In the event that suit or arbitration is brought to enforce the terms of this agreement, the prevailing party shall be entitled to litigation costs and reasonable attorneys' fees. The Dispute Resolution provisions are set forth on Exhibit "B," ‘Dispute Resolution’ attached hereto and by this reference incorporated herein.

23. RETENTION OF RECORDS

Contractor shall maintain all required records for three years after the City makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the City, a federal agency, and the state of California.

24. TERM OF AGREEMENT

This agreement shall remain in effect for the period of November 4, 2019 through November 4, 2022 unless extended, amended, or terminated in writing by CITY.
25. ENTIRE AGREEMENT

This document constitutes the sole agreement of the parties hereto relating to said project and states the rights, duties, and obligations of each party as of the document's date. Any prior agreement, promises, negotiations, or representations between parties not expressly stated in this document are not binding. All modifications, amendments, or waivers of the terms of this agreement must be in writing and signed by the appropriate representatives of the parties to this agreement.

26. STATEMENT OF ECONOMIC INTEREST

Consultants, as defined by Section 18701 of the Regulations of the Fair Political Practices Commission, Title 2, Division 6 of the California Code of Regulations, are required to file a Statement of Economic Interests with 30 days of approval of a contract services agreement with the City of its subdivisions, on an annual basis thereafter during the term of the contract, and within 30 days of completion of the contract.

Based upon review of the Consultant's Scope of Work and determination by the City Manager, it is determined that Consultant IS NOT required to file a Statement of Economic Interest. A statement of Economic Interest shall be filed with the City Clerk's office no later than 30 days after the execution of the agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

FOR FIRST PARTY:

[Signature]

Doug Cochran

Printed name

13-1968872

Tax ID#

FOR CITY OF MENLO PARK:

[Signature]

Starla Jerome Robinson

Printed name

FOR APPROVAL AS TO FORM:

[Signature]

William L. McClure

Date

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

FOR FIRST PARTY:

10/29/2019

Date

Sr. Government Account Rep

Title

APPROVED AS TO FORM:

10/29/2019

Date

William L. McClure, City Attorney

FOR CITY OF MENLO PARK:

10/29/2019

Date

Starla Jerome Robinson, City Manager

ATTEST:

10/29/2019

Date

Judi A. Herren, City Clerk
EXHIBIT “A” – SCOPE OF SERVICES

A1. SCOPE OF WORK

FIRST PARTY agrees to provide consultant services for CITY’s Administrative Services Department, Information Technology Division. In the event of any discrepancy between any of the terms of the FIRST PARTY’s proposal and those of this agreement, the version most favorable to the CITY shall prevail. FIRST PARTY shall provide the following services:

Provide general consultant services for projects as determined by the CITY. The detailed scope of work for each task the CITY assigns the consultant shall be referred to as Exhibit A-1, which will become part of this agreement. A notice to proceed will be issued separately for each separate scope of work agreed to between the CITY and FIRST PARTY.

FIRST PARTY agrees to perform these services as directed by the CITY in accordance with the standards of its profession and CITY’s satisfaction.

A2. COMPENSATION

CITY hereby agrees to pay FIRST PARTY at the rates to be negotiated between FIRST PARTY and CITY as detailed in Exhibit A-1. The actual charges shall be based upon (a) FIRST PARTY’s standard hourly rate for various classifications of personnel; (b) all fees, salaries and expenses to be paid to engineers, consultants, independent contractors, or agents employed by FIRST PARTY; and shall (c) include reimbursement for mileage, courier and plan reproduction. The total fee for each separate Scope of Work agreed to between the CITY and FIRST PARTY shall not exceed the amount shown in Exhibit A-1.

FIRST PARTY shall be paid within thirty (30) days after approval of billing for work completed and approved by the CITY. Invoices shall be submitted containing all information contained in Section A5 below. In no event shall FIRST PARTY be entitled to compensation for extra work unless an approved change order, or other written authorization describing the extra work and payment terms, has been executed by CITY before the commencement of the work.

A3. SCHEDULE OF WORK

FIRST PARTY’S proposed schedule for the various services required will be set forth in Exhibit A-1.

A4. CHANGES IN WORK -- EXTRA WORK

In addition to services described in Section A1, the parties may from time to time agree in writing that FIRST PARTY, for additional compensation, shall perform additional services including but not limited to:

- Change in the services because of changes in scope of the work.
- Additional tasks not specified herein as required by the CITY.

The CITY and FIRST PARTY shall agree in writing to any changes in compensation and/or changes in FIRST PARTY’s services before the commencement of any work. If FIRST PARTY deems work he/she has been directed to perform is beyond the scope of this agreement and constitutes extra work, FIRST PARTY shall immediately inform the CITY in writing of the fact. The CITY shall make a determination as to whether such work is in fact beyond the scope of this agreement and constitutes extra work. In the event that the CITY determines that such work does constitute extra work, it shall provide compensation to the FIRST PARTY in accordance with an agreed cost that is fair and equitable. This cost will be mutually agreed upon by the CITY and FIRST PARTY. A supplemental agreement providing for such compensation for extra work shall be negotiated between the CITY and the FIRST PARTY. Such supplemental agreement shall be executed by the FIRST PARTY and may be approved by the City Manager upon recommendation of the Information Technology Manager.
### A5. BILLINGS

FIRST PARTY’s bills shall include the following information: A brief description of services performed, project title and the agreement number; the date the services were performed; the number of hours spent and by whom; the current contract amount; the current invoice amount; Except as specifically authorized by CITY, FIRST PARTY shall not bill CITY for duplicate services performed by more than one person. In no event shall FIRST PARTY submit any billing for an amount in excess of the maximum amount of compensation provided in Section A2.

The expenses of any office, including furniture and equipment rental, supplies, salaries of employees, telephone calls, postage, advertising, and all other expenses incurred by FIRST PARTY in the performances of this agreement shall be incurred at the FIRST PARTY’s discretion. Such expenses shall be FIRST PARTY’s sole financial responsibility.
EXHIBIT “B” - DISPUTE RESOLUTION

B1.0 All claims, disputes and other matters in question between the FIRST PARTY and CITY arising out of, or relating to, the contract documents or the breach thereof, shall be resolved as follows:

B2.0 Mediation
B2.1 The parties shall attempt in good faith first to mediate such dispute and use their best efforts to reach agreement on the matters in dispute. After a written demand for non-binding mediation, which shall specify in detail the facts of the dispute, and within ten (10) days from the date of delivery of the demand, the matter shall be submitted to a mutually agreeable mediator. The Mediator shall hear the matter and provide an informal opinion and advice, none of which shall be binding upon the parties, but is expected by the parties to help resolve the dispute. Said informal opinion and advice shall be submitted to the parties within twenty (20) days following written demand for mediation. The Mediator’s fee shall be shared equally by the parties. If the dispute has not been resolved, the matter shall be submitted to arbitration in accordance with Paragraph B3.1.

B3.0 Arbitration
B3.1 Any dispute between the parties that is to be resolved by arbitration as provided in Paragraph B2.1 shall be settled and decided by arbitration conducted by the American Arbitration Association in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, as then in effect, except as provided below. Any such arbitration shall be held before three arbitrators who shall be selected by mutual agreement of the parties; if agreement is not reached on the selection of the arbitrators within fifteen (15) days, then such arbitrator(s) shall be appointed by the presiding Judge of the court of jurisdiction of the agreement.

B3.2 The provisions of the Construction Industry Arbitration Rules of the American Arbitration Association shall apply and govern such arbitration, subject, however to the following:

B3.3 Any demand for arbitration shall be written and must be made within a reasonable time after the claim, dispute or other matter in question as arisen. In no event shall the demand for arbitration be made after the date that institution of legal or equitable proceedings based on such claim, dispute or other matter would be barred by the applicable statute of limitations.

B3.4 The arbitrator or arbitrators appointed must be former or retired judges, or attorneys at law with last ten (10) years’ experience in construction litigation.

B3.5 All proceedings involving the parties shall be reported by a certified shorthand court reporter, and written transcripts of the proceedings shall be prepared and made available to the parties.

B3.6 The arbitrator or arbitrators must be made within and provide to the parties factual findings and the reasons on which the decisions of the arbitrator or arbitrators is based.

B3.7 Final decision by the arbitrator or arbitrators must be made within ninety (90) days from the date of the arbitration proceedings are initiated.

B3.8 The prevailing party shall be awarded reasonable attorneys’ fees, expert and non-expert witness costs and expenses, and other costs and expenses incurred in connection with the arbitration, unless the arbitrator or arbitrators for good cause determine otherwise.

B3.9 Costs and fees of the arbitrator or arbitrators shall be borne by the non-prevailing party, unless the arbitrator or arbitrators for good cause determine otherwise.

B3.10 The award or decision of the arbitrator or arbitrators, which may include equitable relief, shall be final, and judgment may be entered on it in accordance with applicable law in any court having jurisdiction over the matter.
City of Menlo Park

Request for Proposal
September 18, 2019

All Inclusive; 7 MFPs, 18 Sharp Printers (replacing Xerox) and Service on 35 HPs
With volumes Includes

Sharp Business Systems of Northern California
5700 Stoneridge Dr., Suite 300.
Pleasanton, CA 94588
City of Menlo Park
701 Laurel St.
Menlo Park, CA 94025

Company Name: Sharp Business Systems
Address: 5700 Stoneridge Dr., Suite 300
Pleasanton, CA 94588
Email Address: cochrannm@sharpusa.com
Phone: 925-417-8400
Fax: 415-536-8301
Contact: Doug Cochran

Sharp Business Systems of Northern California (SBS), part of Sharp Electronics Corporation, and was first established in September 1998 out of our Pleasanton office. Since that time, we have expanded to five Northern California locations, employing over 125 employees; SBS is the largest distribution channel of Sharp office products in the country.

With over 20 years of experience in the Bay Area, we have worked with thousands of customers over the years. As the direct manufacturer, we have helped to engineer State-wide contracts for the acquisition of copier equipment.

With our extensive experience in equal-scaled projects, SBS has an accurate account for the number of personnel needed for a project this size. We have worked with City of Daly City, City of Redwood City, City of San Mateo, City of Burlingame, City of Los Altos, City of San Bruno, the County of San Mateo and several other government agencies on developing and implementing document imaging solutions.

The attached proposal contains the recommendation and solution to specifically address your document imaging and document management needs. Our overall goal is to improve your workflow process and increase document management efficiency.

We appreciate your consideration.

M. Douglas Cochran
Major Accounts
Doug.Cochran@Sharpusa.com
415-314-2238
Recommend Solution Configuration

**Sharp MX-3071/MX5071**

The Sharp MX-3071/MX-5071 is mid-to-high speed color device. It has 1200x1200 dpi providing full and rich color output. It has true Adobe PostScript® along with a large, color user interface. Its high color output is ideal for the mid-volume environment.

**Feature Capabilities:**

- 30/50ppm b/w and color
- 150 Sheet Doc. Feeder (220 ipm)
- Duplex Scan Single Pass Doc. Feeder
- 500 GB Hard Drive Standard
- Std. Electronic Document Filing
- 3,300 Page Capacity (4 Sources)
- **Stapler/Sorter Finisher**
- 2/3 Hole Punch
- Network Color Printing (PCL/Postscript)
- Network Scanning (Color)
- LDAP Email w/ Authentication
- WiFi Access for mobile printing
- Built in OCR Feature
- Walk-up Sensor

**Standard Software Solutions**

Connecting the Sharp device to your network is extremely easy. Every Sharp has an embedded web page to provide remote access to all set and configuration needs. The Sharp Imager will email meter readings, consumable requirements and service required. Imagine the Sharp service technician calling you before you even knew there was an issue.

Sharp has perfected the printer-centric design that will prove to be a real workhorse.
Recommend Solution Configuration

Sharp MX-6580

The Sharp MX-6580 is a high-speed color device. It has 1200x1200 dpi providing full and rich color output. It has true Adobe PostScript® along with a large, color user interface. Its high-speed color output is ideal for the higher end volume environment.

**Feature Capabilities:**
- 65ppm b/w and color
- 150 Sheet Doc. Feeder (220 ipm)
- Duplex Scan Single Pass Doc. Feeder
- 500 GB Hard Drive Standard
- Std. Electronic Document Filing
- 3,300 Page Capacity (4 Sources)
- Stapler/Sorter Finisher (3,000 pages)
- 2/3 Hole Punch
- Network Color Printing (PCL/Postscript)
- Network Scanning (Color)
- LDAP Email w/ Authentication
- WiFi Access for mobile printing
- Built-in OCR Feature
- Walk-up Sensor

**Standard Software Solutions**

Connecting the Sharp device to your network is extremely easy. Every Sharp has an embedded web page to provide remote access to all set and configuration needs. The Sharp Imager will email meter readings, consumable requirements, and service required. Imagine the Sharp service technician calling you before you even knew there was an issue.

Sharp has perfected the printer-centric design that will prove to be a real workhorse.
Recommend Solution Configuration

Sharp MX-7090

The Sharp MX-7090 is high speed, high quality color device. It provides graphic full and rich color output. It has an embedded Fiery Driver to color, performance, usability, and integration.

**Feature Capabilities:**
- 70ppm b/w and color
- 150 Sheet Doc. Feeder (220 ipm)
- Duplex Scan Single Pass Doc. Feeder
- 500 GB Hard Drive Standard
- Std. Electronic Document Filing
- 6,900 Page Capacity (5 Sources)
- **Saddle-Stitch booklet maker finisher**
- 2/3 Hole Punch
- Network Color Printing (PCL/Postscript)
- Network Scanning (Color)
- LDAP Email w/ Authentication
- WiFi Access for mobile printing
- Built in OCR Feature
- Walk-up Sensor
- GBC Unit
- Embedded Fiery Controller

Shown fully configured

**Standard Software Solutions**

Connecting the Sharp device to your network is extremely easy. Every Sharp has an embedded web page to provide remote access to all set and configuration needs. The Sharp Imager will email meter readings, consumable requirements and service required. Imagine the Sharp service technician calling you before you even knew there was an issue.

Sharp has perfected the printer-centric design that will prove to be a real workhorse.
Recommend Solution Configuration

Sharp MX-C304W

The Sharp MX-C304W is a desktop solution for small workgroup. It comes equipped with color network print/scan/copy. It comes standard with fax capabilities and WiFi Access.

**Feature Capabilities:**
- 30ppm b/w and color
- 100 Sheet Doc. Feeder (220 ipm)
- Duplex Scan Single Pass Doc. Feeder
- 500 GB Hard Drive Standard
- Std. Electronic Document Filing
- 300 Page Capacity (2 Sources)
- Network Color Printing (PCL/Postscript)
- Network Scanning (Color)
- WiFi Access for mobile printing
- Super G3 Fax
- Large User Interface

**Standard Software Solutions**

Connecting the Sharp device to your network is extremely easy. Every Sharp has an embedded web page to provide remote access to all set and configuration needs. The Sharp Imager will email meter readings, consumable requirements and service required. Imagine the Sharp service technician calling you before you even knew there was an issue.

Sharp has perfected the printer-centric design that will prove to be a real workhorse.
### Recommended Solution Pricing

#### Solution:
- 2 x Sharp MX-3071 – 30ppm Color (Planning Dept and Bldg Dept)
- 3 x Sharp MX-5071 – 50ppm Color (City Hall 2nd fl, Police, Public Works)
- 1x Sharp MX-6580 – 65ppm Color (City Hall 1st fl)
- 1x Sharp MX-7090 – 70ppm Color (City Hall 2nd fl)
- 18x Sharp MX-C304W – 30ppm Color (Police Dept and replace 17 Xerox Printers)

#### Solution Pricing

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>36 Month FMV Lease</td>
<td>$2,961.00</td>
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#### Service Breakdown:

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<tr>
<th>Device</th>
<th>B/W Overages</th>
<th>Color Overages</th>
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</thead>
<tbody>
<tr>
<td>MFP</td>
<td>$0.0032</td>
<td>$0.0320</td>
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<tr>
<td>HP</td>
<td>$0.0045</td>
<td>$0.0450</td>
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</tbody>
</table>

#### Estimated Service Payment Based on Volume: $2,864.09
- 81,053 b/w and 51,486 color MFP
- 35,874 b/w and 17,683 color HP printers

*service is a straight cost-per-copy (CPC) contract. The City would just pay for the copies/prints it makes. Billing can be set up monthly, quarterly or semi-annually*

Pricing includes delivery, install and training
Service includes all parts, labor, maintenance and toner supply
Pricing for Printers is on HPs only. Includes all parts, labor, maintenance and toner supply
Pricing does not include applicable taxes
References

**City of Daly City**
Tiffany Molock  
650-746-8393  
tmolock@dalycity.org

Customer for almost 18 year with 25 devices. They use the Sourcewell Contract for acquisition and add each new device to the Master Agreement as they acquire it. We pickup and dispose old equipment at no cost.

**City of San Mateo**
Jason Reed  
650-522-7120  
jmreed@cityofsanmateo.org

Customer for over 10 years with 23 devices. They have a Master Service Agreement for all of their devices. However, they do not have a master purchase contract; each department goes out to bid for each device. Sharp has a 90% of the fleet.

**City of Los Altos**
Andy Kim  
650-947-2716  
akim@losaltosca.gov

Customer for over 6 years with 5 devices. They have a single contract for all devices that they bid every 3 years. It is a static price for the duration of the contract.

**City of Redwood City**
Michael Sheena  
650-780-7086  
msheena@redwoodcity.org

Customer for 9 years with 21 devices (including touch screens). Equipment are all on their own agreements/purchases.

**City of San Bruno**
Steve Messick  
650-616-7077  
smessick@sanbrunoca.gov

Customer for 15 years and have 7 machines at 3 different locations.
Lifetime Performance Guarantee

As a Sharp Business Systems customer you will never need to worry about the performance and operation of your Sharp Copier, Printer or Facsimile equipment.

If your copier, printer or facsimile is not performing within the machine’s designed specifications and cannot be repaired by a Sharp Factory Trained Service Technician, Sharp Business Systems will replace your equipment with a like model with comparable or upgraded features… **FREE!**

**2 to 4 Hour Response** - Sharp guarantees a Factory Trained Service Technician will call within 30 minutes of your call with an estimated time of arrival and will arrive on site, on average, within 2-4 hours.

**Copy Quality** - Sharp guarantees that the last copy made will be as sharp and clear as the first copy made.

**95% Uptime** - Sharp guarantees your equipment will be operational with quarterly average of 95% or we will provide a loaner of similar or upgraded features… **FREE!**

**Loaner Equipment** - In the event Sharp cannot repair the equipment at your location, we will provide a loaner unit of similar or upgraded features within one (1) business day… **FREE!**

**Cancellation** - If Sharp does not perform as outlined above, you may cancel your maintenance agreement and we will refund any unused prepaid amount.

The Lifetime Guarantee begins at the date of installation. All equipment must be maintained under a Sharp Business Systems Full Serviced Maintenance Agreement and operated using only Sharp supplies and parts provided by Sharp. This guarantee applies to all new copier, printer and facsimile equipment procured through and billed by Sharp Business Systems on or after September 1, 1998, and is not applicable to equipment that has been damaged by misuse. If it is determined that the customer used other than genuine Sharp supplies and parts, the Lifetime Performance Guarantee will no longer be valid.

**This Lifetime Guarantee is provided for your comfort in knowing that Sharp Business Systems is committed to your total satisfaction.**
Value Lease Agreement

CUSTOMER INFORMATION
FULL LEGAL NAME: STREET ADDRESS
City of Menlo Park: 701 Laurel St
CITY: STATE: ZIP: PHONE: FAX
Monro Park: California: 94025: 650-330-8600
BILLING NAME (IF DIFFERENT FROM ABOVE)
Same
CITY: STATE: ZIP: E-MAIL
Monro Park: California: 94025: sbpimentsls@menlopark.org
BILLING STREET ADDRESS
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)
Multiple Locations
EQUIPMENT DESCRIPTION
MAKE/MODEL/ACCESSORIES
NOT FINANCED UNDER THIS AGREEMENT
SERIAL NO.
STARTING METER
See Schedule A
See the attached Schedule A
See the attached Billing Schedule
TERM AND PAYMENT SCHEDULE
36 Payments of $ 2,951.00 The lease contract payment ("Payment") period is monthly unless otherwise indicated.
+applicable taxes
Payment Includes: Black and White Images per month
Overages billed monthly at $ 0.0032 per Image*
Payment Includes: Color Images per month
Overages billed monthly at $ 0.0320 per Image*
Payment Includes: Black and White Print Images per month
Overages billed monthly at $ 0.0045 per Image*
Payment Includes: Color Print Images per month
Overages billed monthly at $ 0.0450 per Image*

END OF LEASE OPTIONS
You will have the following option at the end of the original term, provided that no event of default under the Agreement has occurred and is continuing. To the extent that any purchase option indicates that the purchase price will be the "Fair Market Value" (or "FMV"), such term means the current market value of the Equipment. 1) Purchase all but not less than all the Equipment for the Fair Market Value per paragraph 1.
2) Renew the Agreement per paragraph 1, or 3) Return the Equipment per paragraph 3.

THIS IS A NONCANCELLABLE / NONREFUNDABLE / IRREVOCABLE AGREEMENT; THIS AGREEMENT CANNOT BE CANCELED, ASSIGNED OR TERMINATED, BY CUSTOMER.

LESSOR ACCEPTANCE
Sharp Electronics Corporation
through its Sharp Business Systems Division

Customer Acceptance
By signing below or authenticating an electronic record hereof, you certify that you have reviewed and do agree to all terms and conditions of this Agreement on this page and on page 2 attached hereeto. Upon signing below or authenticating an electronic record, your promises herein will be irrevocable.

City of Menlo Park
Customer (as referenced above)
94-6000370
FEDERAL TIN #
Customer Name

CONTINUING GUARANTY
You unconditionally and absolutely, jointly and severally, guarantee that Customer will fully and promptly pay and perform all obligations under the Agreement and any addendums and supplements thereto. This is a continuing Guaranty and shall not be revoked by your death, bankruptcy, incompetence or incapacity. You may not terminate or revoke this Guaranty without written notice to us, and this Guaranty shall continue in full force and effect with regard to all of Customer's obligations arising prior to the date of such notice. We may make changes, including correction or settlement, with the Customer, and you waive any statement, suit, defense or counterclaim for any reason and all notice of any changes or default. It is not necessary for us to proceed first against the Customer before enforcing this Guaranty. You certify that the financial information you have given us is true, complete and accurate in all material respects. You acknowledge to obtain credit bureau reports for credit and collection purposes and to share them with our affiliates and assigns.

ACCEPTANCE OF DELIVERY
The Customer hereby certifies that all of the Equipment: 1) has been received, installed, and inspected, and 2) is fully operational and unconditionally accepted.

City of Menlo Park
Customer (as referenced above)

Page 1 of 2

SRS VL Agreement
USA-SEC-2019-SBS-00002

AGREEMENT NO.
APPLICATION NO.

06-17-2019

Phone 10/30/2019

Phone HOME PHONE DATED

Volume printed name

Date of delivery

06-17-2019
** Schedule “A”  

**SHARP BUSINESS SYSTEMS**

This Schedule “A” is to be attached to and becomes part of the Agreement dated __________ by and between the undersigned and Sharp Electronics Corporation dba Sharp Business Systems.

**EQUIPMENT DESCRIPTION**

<table>
<thead>
<tr>
<th>MAKE/MODEL/ACCESSORIES</th>
<th>NOT FINANCED UNDER THIS AGREEMENT</th>
<th>SERIAL NO.</th>
<th>STARTING METER</th>
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<tbody>
<tr>
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**CUSTOMER ACCEPTANCE**

This Schedule “A” is hereby verified as correct by the undersigned:

City of Menlo Park

[Signature]

City Manager

10/30/2019

DATED

10/1/2014
STATE AND LOCAL
GOVERNMENT ADDENDUM

AGREEMENT #
2571325

Addendum to Agreement #2571325 and any future supplements/schedules thereto, between MENLO PARK CITY OF, as Customer and SHARP BUSINESS SYSTEMS, as Lessor ("Agreement"). The words "you" and "your" refer to Customer. The words "we," "us" and "our" refer to Lessor.

The parties wish to amend the above-referenced Agreement by adding the following language:

REPRESENTATIONS AND WARRANTIES OF CUSTOMER: You hereby represent and warrant to us that: (i) you have been duly authorized under the Constitution and laws of the applicable jurisdiction and by a resolution or other authority of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (ii) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (iii) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (iv) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use, and your need for the Equipment is not expected to diminish during the term of this Agreement; (v) you have funds available to pay Payments until the end of your current appropriation period, and you intend to request funds to make Payments in each appropriation period, from now until the end of the term of this Agreement; and (vi) your exact legal name is as set forth on page one of this Agreement.

NON-APPROPRIATION OR RENEWAL: If either sufficient funds are not appropriated to make Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed either automatically or by mutual ratification, this Agreement shall terminate and you shall not be obligated to make Payments under this Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which Payments have been appropriated or the term of this Agreement has been renewed, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after (i) your failure to appropriate funds sufficient for the payment of the Payments or (ii) to the extent required by applicable law, (a) this Agreement is not renewed or (b) this Agreement is renewed by you (in which event this Agreement shall be mutually ratified and renewed), provided that your failure to give any such notice under clause (i) or (ii) of this sentence shall not operate to extend this Agreement or result in any liability to you.

TITLE TO THE EQUIPMENT: If the selected purchase option for this Agreement is $1.00 or $101.00, unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement.

The parties wish to amend the above-referenced Agreement by restating the following language:

Any provision in the Agreement stating this Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: "You agree that the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoices, request for proposal, response or other related document."

Any provision in the Agreement stating that this Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "Unless the purchase option is $1.00 or $101.00, at the end of the initial term, this Agreement shall renew on a month-to-month basis under the same terms hereof unless you send us written notice at least 30 days before the end of any term that you want to purchase or return the Equipment, and you timely purchase or return the Equipment."

Any provision in the Agreement stating that we may assign this Agreement is hereby amended and restated as follows: "We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent."

Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement and any supplements hereto. You authorize and ratify our filing of any financing statement(s) and the naming of us on any vehicle title(s) to show our interest."
Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "You shall not be required to indemnify or hold us harmless against liabilities arising from this Agreement. However, as between you and us, and to the extent permitted by law and legally available funds, you are responsible for and shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of this Agreement to us or that arise directly from our gross negligence or willful misconduct."

Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement is hereby amended and restated as follows: "You will be in default if: (i) you do not pay any Payment or other sum due to us under this Agreement when due or fail to perform in accordance with the covenants, terms and conditions of this Agreement; (ii) you make or have made any false statement or misrepresentation to us; or (iii) you dissolve, liquidate, terminate your existence or are in bankruptcy."

Any provision in the Agreement stating that you shall pay our attorneys’ fees is hereby amended and restated as follows: "In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay, to the extent permitted by law and to the extent of legally available funds, our reasonable attorneys’ fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee."

Any provision in the Agreement requiring you to pay amounts due under the Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew the Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

Any provision in the Agreement stating that the Agreement is governed by a particular state’s laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "This Agreement will be governed by and construed in accordance with the laws of the state where you are located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum."

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Lessor to make such changes. In the event of any conflict between this Addendum and the Agreement, this Addendum shall prevail. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer.

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**SHARP BUSINESS SYSTEMS**

Lessor

Signature

Title

Date: 10-29-19

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**MENLO PARK CITY OF**

City Manager

Signature

Title

Date: 10/30/2019


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NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.
CALIFORNIA JUDICIAL REFERENCE ADDENDUM

AGREEMENT # 2571325

Addendum to Agreement # 2571325 and any future supplements/schedules thereto, between MENLO PARK CITY OF, as Customer and SHARP BUSINESS SYSTEMS, as Lessor/Secured Party ("Agreement"). The words "you" and "your" refer to Customer. The words "we," "us" and "our" refer to Lessor/Secured Party.

The parties wish to amend the above-referenced Agreement by adding the following language:

1. Any and all disputes, claims and controversies arising out of, connected with or relating to the Agreement or the transactions contemplated thereby (individually, a "Dispute") that are brought before a forum in which pre-dispute waivers of the right to trial by jury are invalid under applicable law shall be subject to the terms contained in this Addendum in lieu of the jury trial waiver otherwise provided in the Agreement. Disputes may include, without limitation, tort claims, counterclaims, claims brought as class actions, claims arising from schedules, supplements, exhibits or other documents to the Agreement executed in the future, disputes as to whether a matter is subject to arbitration, or claims concerning any aspect of the past, present or future relationships arising out of or connected with the Agreement.

2. Any and all Disputes shall be heard by a referee and resolved by judicial reference pursuant to California Code of Civil Procedure Sections 638 et seq. The referee shall be a retired California state court judge or an attorney licensed to practice law in the State of California with at least ten (10) years' experience practicing commercial law. The parties shall not seek to appoint a referee that may be disqualified pursuant to California Code of Civil Procedure Section 641 or 641.2 without the prior written consent of all parties. If the parties are unable to agree upon a referee within ten (10) calendar days after one party serves a written notice of intent for judicial reference upon the other party or parties, then the referee will be selected by the court in accordance with California Code of Civil Procedure Section 640(b).

3. The referee shall render a written statement of decision and shall conduct the proceedings in accordance with the California Code of Civil Procedure, the Rules of Court and California Evidence Code, except as otherwise specifically agreed by the parties and approved by the referee. The referee's statement of decision shall set forth findings of fact and conclusions of law. The decision of the referee shall be entered as a judgment in the court in accordance with the provisions of California Code of Civil Procedure Sections 644 and 646. The decision of the referee shall be appealable to the same extent and in the same manner that such decision would be appealable if rendered by a judge of the superior court.

4. Nothing herein shall be deemed to apply or limit our right (a) to exercise self-help remedies such as (but not limited to) setoff, (b) to foreclose judicially or nonjudicially against any real or personal property collateral, or to exercise judicial or nonjudicial power of sale rights, (c) to obtain from a court provisional or ancillary remedies (including, but not limited to, injunctive relief, a writ of possession, prejudgment attachment, a protective order or the appointment of a receiver), or (d) to pursue rights against a party in a third-party proceeding in any action brought against us (including actions in bankruptcy court). We may exercise the rights set forth in the foregoing clauses (a) through (d), inclusive, before, during or after the pendency of any judicial reference proceeding. Neither the exercise of self-help remedies nor the institution or maintenance of an action for foreclosure or provisional or ancillary remedies or the objection to any such provisional remedies shall constitute a waiver of the right of any party, including, but not limited to, the claimant in any such action, to require submission to judicial reference the merits of the Dispute occasioning resort to such remedies. No provision in the Agreement regarding submission to jurisdiction and/or venue in any court is intended or shall be construed to be in derogation of the process described herein for judicial reference of any Dispute. The parties hereto do not waive any applicable Federal or state substantive law except as provided herein.

5. If a Dispute includes multiple claims, some of which are not subject to judicial reference, the parties shall share the proceedings of the Disputes or part or parts thereof not subject to judicial reference only after all other Disputes or parts thereof are resolved in accordance with judicial reference. If there are Disputes by or against multiple parties, some of which are not subject to judicial reference, the parties shall sever the Disputes subject to judicial reference and resolve them in accordance with the terms of this Addendum.

6. During the pendency of any Dispute which is submitted to judicial reference in accordance with this Addendum, each of the parties to such Dispute shall bear equal shares of the fees charged and costs incurred by the referee in performing the services described herein. The compensation of the referee shall not exceed the prevailing rate for like services. The prevailing party shall be entitled to reasonable court costs and legal fees, including customary attorneys' fees, expert witness fees, paralegal fees, the fees of the referee and other reasonable costs and disbursements charged to the party by its counsel, in such amount as is determined by the referee.

7. In the event of any challenge to the legality or enforceability of this Addendum, the prevailing party shall be entitled to recover the costs and expenses from the non-prevailing party, including reasonable attorneys' fees, incurred by it in connection therewith.


By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Lessor/Secured Party to make such changes. In the event of any conflict between this Addendum and the Agreement, this Addendum shall prevail. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer.

SHARP BUSINESS SYSTEMS

Lessor/Secured Party

Signature

Title

Date

MENLO PARK CITY OF

DocuSigned by:

Starla J. Jerome Robinson

City Manager

Signature

Title

Date

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.
# MAINTENANCE AGREEMENT

**Customer Information**
- **Name:** CITY OF MENTO PARK
- **Address:** 791 Laurel St
- **City:** MENTO PARK
- **State:** California
- **Zip:** 94028
- **Phone:** 415-330-6000
- **Fax:** 415-330-6000
- **Email:** dpimentel@menlopark.org

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<th>Total Hours</th>
<th>C Set</th>
<th>Yes</th>
<th>Maintenance Agreement</th>
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</tbody>
</table>

**Printer Information**
- **Model:** SHARP
- **Serial Number:** [Blank]
- **Descendant:** [Blank]
- **Total Hours:** [Blank]
- **C Set:** [Blank]
- **Maintenance Agreement:** [Blank]

**Authorized Signatures**
- **User Name:** ENTER PO NUMBER
- **User Password:** [Blank]
- **Po Number:** [Blank]
- **Certification:** [Blank]

**Conclusion:**
- **Customer:** [Blank]
- **Authorizations:** [Blank]
- **Date:** 02/27/2023
- **Contract Number:** 89507BD201744C

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This AGREEMENT SHALL NOT BE EFFECTIVE UNLESS SIGNED BY THE CUSTOMER AND THE CONTRACT MANAGEMENT. Maintenance Agreements are non-cancellable, non-transferable, and non-cancelable. Prices do not include applicable taxes. Sharp Systems Systems is a division of Sharp Electronics Corporation.
MAINTENANCE AGREEMENT TERMS AND CONDITIONS

1. GENERAL: By executing this Agreement the Customer agrees to make the property identification shown on the front page of this Agreement, together with all improvements located thereon, referred to herein as the "Property", subject to the terms and conditions of this Agreement. Occurrence of any breach of obligation of the Customer hereunder, whether prior or concurrent with the occurrence of any event of default as defined in the Agreement, shall constitute an event of default hereunder. The lien of the Trustee under this Agreement shall not be impaired or affected by any act of the Trustee in good faith, which the Trustee shall be justified in exercising with respect to the Trustee's duties hereunder. Should any provision of this Agreement be declared invalid or unenforceable by any court of competent jurisdiction, such provision shall be deemed to be void and such court is expressly authorized to substitute a provision in place hereof, which, while it will most nearly effect the intention of the parties, will be valid and enforceable under applicable law. Any person with authority to act on behalf of the Customer hereunder shall be valid and binding upon the Customer and the Trustee if such person is authorized to act on behalf of the Customer by a written instrument signed by the Customer, delivered to the Trustee. The validity hereunder and the rights of a party under this Agreement do not release or extinguish any other cause of action or debt of the Customer hereunder. This Agreement is in all respects a contract between a charitable, educational, religious, or nonprofit organization and the parties hereto, and is construed and enforced accordingly. This Agreement is intended to be for the benefit of any person to whom the Customer may at any time give or assign a beneficial interest in the Property, and is intended to be given or assigned by the Customer to such person, but if such person is not a party hereto, his or her rights hereunder shall be governed by the terms of this Agreement. No change or modification of any provision of this Agreement shall be effective unless consented to in writing by the Trustee and Customer. Any such change or modification shall be evidenced by an instrument separate from this Agreement. The provisions of this Agreement shall be binding upon and inure to the benefit of the Trustee, the Customer, and their respective heirs, successors, and assigns. Any person acting under a lease or license of the Property shall be bound by the terms of this Agreement. The Trustee may exercise all powers and authorities herein granted to it to enforce the terms and provisions of this Agreement upon notice to the Customer. The Trustee shall have the right to require an inspection of the Property at any time. The Customer hereby waives any right to make any amendments to this Agreement or to require any proof of compliance with the terms of this Agreement that may be required from the Trustee. The Trustee is hereby authorized to make or cause to be made any and all repairs, alterations, or improvements to the Property that may be necessary or proper to effectuate the purposes of this Agreement. The Trustee is hereby authorized to enter upon the Property at any time for the purpose of making any such repairs, alterations, or improvements and to give possession of the Property to any person whom the Trustee may direct to make such repairs, alterations, or improvements. The Trustee is hereby authorized to sell or cause to be sold any property held by the Trustee pursuant to this Agreement, and to receive the proceeds thereof, and to waive any lien on the Property and to give notice of any lien or charge, and toexecute any and all instruments necessary or proper to effectuate the purposes of this Agreement.

2. MAINTENANCE AND REPAIRS: The Customer has agreed to make all reasonable efforts to provide for the maintenance and repair of the Property, at all times, in a manner which will ensure the Property's continued usefulness and value. The Customer hereby agrees to make all repairs and alterations to the Property that are necessary to maintain the Property in a safe, sound, and serviceable condition. The Customer shall provide all reasonable care and attention to the Property, and shall use all reasonable efforts to prevent any damage to the Property that may result from the use of the Property. The Customer shall be responsible for all costs and expenses incurred in connection with the maintenance and repair of the Property. The Customer shall provide all reasonable care and attention to the Property, and shall use all reasonable efforts to prevent any damage to the Property that may result from the use of the Property. The Customer shall be responsible for all costs and expenses incurred in connection with the maintenance and repair of the Property. The Customer shall provide all reasonable care and attention to the Property, and shall use all reasonable efforts to prevent any damage to the Property that may result from the use of the Property. The Customer shall be responsible for all costs and expenses incurred in connection with the maintenance and repair of the Property. The Customer shall provide all reasonable care and attention to the Property, and shall use all reasonable efforts to prevent any damage to the Property that may result from the use of the Property. The Customer shall be responsible for all costs and expenses incurred in connection with the maintenance and repair of the Property.

3. LIENS AND ENCUMBRANCES: The Customer hereby agrees to make all reasonable efforts to provide for the maintenance and repair of the Property, at all times, in a manner which will ensure the Property's continued usefulness and value. The Customer hereby agrees to make all repairs and alterations to the Property that are necessary to maintain the Property in a safe, sound, and serviceable condition. The Customer shall provide all reasonable care and attention to the Property, and shall use all reasonable efforts to prevent any damage to the Property that may result from the use of the Property. The Customer shall be responsible for all costs and expenses incurred in connection with the maintenance and repair of the Property. The Customer shall provide all reasonable care and attention to the Property, and shall use all reasonable efforts to prevent any damage to the Property that may result from the use of the Property. The Customer shall be responsible for all costs and expenses incurred in connection with the maintenance and repair of the Property. The Customer shall provide all reasonable care and attention to the Property, and shall use all reasonable efforts to prevent any damage to the Property that may result from the use of the Property. The Customer shall be responsible for all costs and expenses incurred in connection with the maintenance and repair of the Property. The Customer shall provide all reasonable care and attention to the Property, and shall use all reasonable efforts to prevent any damage to the Property that may result from the use of the Property. The Customer shall be responsible for all costs and expenses incurred in connection with the maintenance and repair of the Property. The Customer shall provide all reasonable care and attention to the Property, and shall use all reasonable efforts to prevent any damage to the Property that may result from the use of the Property. The Customer shall be responsible for all costs and expenses incurred in connection with the maintenance and repair of the Property. The Customer shall provide all reasonable care and attention to the Property, and shall use all reasonable efforts to prevent any damage to the Property that may result from the use of the Property. The Customer shall be responsible for all costs and expenses incurred in connection with the maintenance and repair of the Property.

4. INDEMNITY: The Customer hereby agrees to make all reasonable efforts to provide for the maintenance and repair of the Property, at all times, in a manner which will ensure the Property's continued usefulness and value. The Customer hereby agrees to make all repairs and alterations to the Property that are necessary to maintain the Property in a safe, sound, and serviceable condition. The Customer shall provide all reasonable care and attention to the Property, and shall use all reasonable efforts to prevent any damage to the Property that may result from the use of the Property. The Customer shall be responsible for all costs and expenses incurred in connection with the maintenance and repair of the Property. The Customer shall provide all reasonable care and attention to the Property, and shall use all reasonable efforts to prevent any damage to the Property that may result from the use of the Property. The Customer shall be responsible for all costs and expenses incurred in connection with the maintenance and repair of the Property. The Customer shall provide all reasonable care and attention to the Property, and shall use all reasonable efforts to prevent any damage to the Property that may result from the use of the Property. The Customer shall be responsible for all costs and expenses incurred in connection with the maintenance and repair of the Property. The Customer shall provide all reasonable care and attention to the Property, and shall use all reasonable efforts to prevent any damage to the Property that may result from the use of the Property. The Customer shall be responsible for all costs and expenses incurred in connection with the maintenance and repair of the Property. The Customer shall provide all reasonable care and attention to the Property, and shall use all reasonable efforts to prevent any damage to the Property that may result from the use of the Property. The Customer shall be responsible for all costs and expenses incurred in connection with the maintenance and repair of the Property. The Customer shall provide all reasonable care and attention to the Property, and shall use all reasonable efforts to prevent any damage to the Property that may result from the use of the Property. The Customer shall be responsible for all costs and expenses incurred in connection with the maintenance and repair of the Property. The Customer shall provide all reasonable care and attention to the Property, and shall use all reasonable efforts to prevent any damage to the Property that may result from the use of the Property. The Customer shall be responsible for all costs and expenses incurred in connection with the maintenance and repair of the Property.