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 |  |  ***ALL COPY PRODUCTS Master Lease Agreement - Exhibit C*** |  |  |  |  |  |  |  |  |
|  |  |  | APPLICATION NO |  | CONTRACT NO |  |
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| ***All Copy Products, Inc. - 1635 W 13TH AVE - DENVER, CO 80204 - Phone 303.295.0741 - Fax 303.298.0102*** |
| **This document is written in “plain English”. The words “Customer” “you”, and “your” refer to you, as the customer. The words, “ACP”, “we”, “us” and “our” refer to All Copy Products, Inc. or it successors and assigns.** |
|
| Full Legal Name | Street Address | Suite No. |
|  The State of Colorado, acting by and through the Board of Trustees of Colorado Mesa University for the use and benefit of Colorado Mesa University (the “State” or “Customer”) |  1100 North Avenue  |   |
| City | State | Zip | Phone | Fax |
| **Grand Junction** | Colorado  | 81501  | 970-248-1337  |   |
| Billing Name (If different from above) | Billing Address | Suite No. |
|   |   |   |
| City | State | Zip | Email |
|   |   |   |   |
| Equipment Location (In addition to above) |
|  Montrose, 234 S. Cascade Ave., Montrose, CO 81401 and WCCC, 2510 Foresight Cir., Grand Junction, CO 81505 |
| ***MAKE/MODEL NO./ACCESSORIES*** | ***QTY*** | ***SERIAL NO.*** | ***STARTING METER*** |
| See Schedule A, Equipment List  |   |   |   |
|   |   |   |   |
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| ***AGREEMENT TERMS*** |

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| ***AGREEMENT PAYMENT AMOUNT*** |

 | ***SECURITY DEPOSIT*** |
|   |   |   |
| Term in Months | 48  |   |   | Quarterly  | Payments of | $16,252.98 | NATax T0 |
|   | (mos.) | Agreement Payment Period is Quarterly |  |
| Payment includes | 0  | B&W images per month | Excess images billed |   | @ | $0.0032  | per B&W image |
| Payment includes | 0  | Color images per month | Excess images billed |   | @ |  $0.033 | per Color image |
| Payment includes | N/A  | scans per month | Excess images billed |   | @ |   | per scan |
|   |   |
|   |   |   | **All Secure Privacy Protection** |   | **Number of Devices:** |   | **x** | $2.00 | **per Device Per Month** |   |
|   |   |   | **Initials:** |  | Accept | X  | Decline (applicable charges will be billed in addition to the Payment set forth above) |   |
| **Except as otherwise provided by the State Contract entitled “STATE OF COLORADO Colorado Mesa University State Contract with All Copy Products, Inc.” and any responses thereto (the “State Contract”), this is a noncancelable/non-terminable agreement, meaning that this Agreement cannot be canceled or terminated. You acknowledge and agree that this Agreement consists of the terms and conditions set forth on the reverse side and on the following pages, and specifically include the attached Schedule A. Notwithstanding anything in the State Contract or related RFP to the contrary, by signing this Agreement you expressly waive any right to terminate this Agreement for convenience.**  |
| ***OWNER ACCEPTANCE*** |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|   |   |   |   | All Copy Products, Inc. |   |   |
| Dated | Owner | Signature | Title |
| ***CUSTOMER ACCEPTANCE*** |
|   |   | **X** |   |   |
| Dated | Customer | Signature | Title |
|   |   |
| Federal Tax ID# | Print Name |
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**1. AGREEMENT:** You agree to rent from us the personal property described under "MAKE/MODEL NO./ACCESSORIES" itemized in Schedule A and as modified by supplements to this Master Lease Agreement (“Agreement”) signed by you and us (such property and any upgrades, replacements, repairs, maintenance, and additions referred to as "Equipment") for business and educational purposes only. This Agreement is Exhibit C to a certain State Contract simultaneously executed with this Agreement (the “State Contract”). You agree to all of the terms and conditions contained in this Agreement and any supplement, which together are a complete statement of our Agreement regarding the listed Equipment ("Agreement") and supersedes any purchase order or outstanding invoice. This Agreement may be modified only by written agreement and not by course of performance. This Agreement becomes valid upon the date it is accepted and signed by you and us ("Commencement Date") and continues thereafter for the number of consecutive months shown. You will not owe us any interim rent for the period from the date the Equipment is delivered to you until the first billing date. The term will be extended automatically for successive month to month terms unless you send us written notice at least thirty (30) days before the end of any term of your intent to return the Equipment AND voluntarily surrender the Equipment to us or our authorized designee at the Equipment Location identified herein; provided however the Parties understand and agree that Customer’s obligation to pay rent and any other amounts due and owing under the State Contract and this Agreement are not encumbered nor appropriated unless and until the Parties execute an amendment or purchase order for any such month to month renewal or any other renewal term. You authorize us to insert or correct missing serial numbers and any other information describing the Equipment. You agree to provide updated annual and/or quarterly financial statements to us upon request. The original of this Agreement shall be that copy which bears your original signature, a facsimile of your original signature, or your electronic signature and which bears our original signature.

**2. RENT:** Rent will be payable in Quarterly installments based on the state Fiscal Year beginning July 1 and ending June 30 each in the amount of the Payment set forth on the face of this Agreement. Subsequent installments will be payable on the last day of each rental payment period shown beginning after the first rental payment period or otherwise agreed. We will have the right to apply all sums received from you to any amounts due and owing to us under the terms of this Agreement in our sole discretion.

**3. MAINTENANCE AND SUPPLIES:** The charges established by this Agreement include payment for the use of the Equipment and accessories, maintenance and repairs by us (during normal business hours), inspection, parts replacement, and the following consumable parts and supplies: drums and cleaning material required for proper operation black toner, color toner, staples, and developer (“Consumables”). Paper, media must be separately purchased by you. We retain ownership of all Consumables. Upon termination or expiration of this Agreement, all unused Consumables will be immediately returned to us. Consumables do not include large format inks, print heads, maintenance kits and media.

**4. SERVICE CALLS**: Service calls under this agreement will be performed during normal business hours at the installation address shown on the reverse side of this Agreement. Service calls that are requested to be performed outside of the Normal Business Hours of Monday-Friday 8:00am to 5:00pm MST will be at overtime (Per call) rates. If a service call is being performed during normal hours and runs past normal 5:00pm hours, the customer will not be charged for overtime. Customer agrees to promptly notify ACP of any requests for service, by contacting the ACP Service Department. During the performance of ACP's maintenance services, Customer agrees that ACP shall have the right to generate all copies/prints/faxes necessary to properly perform its service and credit Customer's account for the amount of all copies/prints/faxes used to perform this service.

**5. METER READINGS:** Customer agrees to provide ACP true and accurate meter readings quarterly and in any reasonable manner requested by ACP. If accurate meter readings are not provided, ACP reserves the right to send an ACP representative to visually inspect such meter readings. Upon the election of ACP, Customer agrees to allow the installation of ACP electronic meter collection tool to collect meters where applicable at no additional cost

**6. OWNERSHIP OF EQUIPMENT:** ACP shall retain ownership and title to the Equipment (excluding software). You agree that we shall have the right to file a UCC-1 financing statement on the Equipment to secure the payment or return of the Equipment at the end of the lease term. You agree to keep the Equipment free and clear of all other liens, encumbrances and claims.

**7. WARRANTY DISCLAIMER:** WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US.

**8. LOCATION OF EQUIPMENT:** You will keep and use the Equipment at your address shown above and you agree not to move it to another location without notifying ACP. At the end of the term of this Agreement (or any renewal term), you will voluntarily surrender the Equipment to us or our authorized designee at the Equipment Location identified herein. You agree to allow us to inspect the Equipment at any time during normal business hours.

**9. LOSS OR DAMAGE: You shall bear the risk of loss in the event any item of Equipment shall become lost, stolen, destroyed, damaged beyond repair or rendered permanently unfit for use for any reason beyond our control.** No such loss or damage relieves you from the payment obligations under this Agreement. You agree to promptly notify us in writing of any loss or damage. Any proceeds of insurance attributable to such loss or damage maybe paid to us and credited against any loss or damage.

**10. COLLATERAL PROTECTION AND INSURANCE:** You agree to keep the Equipment fully insured, at your cost, against all damage or loss and name us as loss payee in an amount not less than replacement cost of the Equipment until this Agreement is terminated. You also agree to secure, at your cost, a general public liability insurance policy from an insurance company and to include us as an additional insured on this policy. You agree to provide us certificates or other evidence of insurance, before this Agreement begins and not less than annually, NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF YOUR RESPONSIBILITY FOR DAMAGE AND LIABILITY INSURANCE COVERAGE ON THIS EQUIPMENT.

**11. RESPONSIBILITY:** We are not responsible for any loss or injuries of any kind caused by the installation or use of the Equipment.

**12. TAXES AND FEES:**  The State is exempt from all federal excise taxes under IRC Chapter 32 and from all State of Colorado and local government sales and use taxes under CRS §§39-26-704(1), et seq. Such exemptions apply when materials are purchased or services are rendered to benefit the State; provided however, that certain political subdivisions may require payment of sales or use taxes even though the product or service is provided to the State. ACP shall be solely liable for paying such taxes as the State is prohibited from paying or reimbursing ACP for such taxes.

**13. ASSIGNMENT:** YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT. Upon entering into this Agreement, we anticipate assigning this Agreement to ACP Leasing, LLC, who may further sell, assign, or transfer this Agreement, in whole or in part, to other third-party financing providers without notice to you provided that (1) no such sale, assignment, or transfer will relieve us of our obligations under this Agreement or any other addenda thereto; and (2) if ACP Leasing, LLC or their assignee will no longer be invoicing, billing and collecting payments under our name for this Agreement as a result of any such sale, assignment, or transfer, Customer will be provided notice within 30 days of such event. You agree that if we sell, assign, or transfer this Agreement to ACP Leasing, LLC, or any third-party financing provider assignee, such assignee will have the same rights and benefits but none of our obligations that we have under this Agreement as we will retain such obligations, (i) such assignee will not be subject to any defenses, or set offs that you may have against us, and (ii) such assignee will not be responsible for our obligations under Paragraphs 3-5, 19, which obligations will remain our sole responsibility. Except as otherwise provided, all assignments, subcontracts, or subcontractors approved by ACP are subject to all of the provisions hereof. ACP shall be solely responsible for all aspects of subcontracting arrangements and performance.

**14. DEFAULT AND REMEDIES:** If you do not pay any rental payment or other sum due to us or another party when due or if you fail to perform any of your promises in the Agreement, you will be in default. If any part of a payment is late, you agree to pay interest as provided in Section 7B of the State Contract. If you are ever in default, we may retain your security deposit and at our option, we can terminate or cancel this Agreement and you agree: (1) to pay all sums due under this Agreement for the Equipment lease through the then current Fiscal Year; and (2) to immediately return the Equipment, at your sole cost, to a location designated by us. We may recover interest on any unpaid balance as provided in Section 7B of the State Contract. We may also use any of the remedies available under Article 2A of the Uniform Commercial Code as enacted in the state of Colorado. The net proceeds of the sale of any repossessed Equipment will be credited against what you owe us under this Agreement. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR ANY DEFAULT BY US UNDER THIS AGREEMENT. You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. It is further agreed that your rights and remedies are governed by this Agreement and the State Contract, provided that you hereby expressly waive your right to terminate this Agreement or the State Contract for convenience.

**15. SECURITY DEPOSIT:** Intentionally deleted.

**16. CONSENT TO LAW, JURISDICTION, AND VENUE:** All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver. Colorado law, and procedures and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, procedures, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other State Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Contract, to the extent capable of execution.

**17. OVERAGES AND COST ADJUSTMENTS:** You agree to comply with billing procedures established in ACP’s RFP response.

**18. UPGRADE/DOWNGRADE PROVISION:** AFTER INCEPTION OF THE AGREEMENT AND UPON YOUR REQUEST, WE MAY REVIEW YOUR IMAGE VOLUME AND PROPOSE OPTIONS FOR UPGRADING OR DOWNGRADING TO ACCOMMODATE YOUR NEEDS.

**19. ALL SECURE:** Intentionally deleted.