

**CUSTOMER ("YOU") INFORMATION**

AGREEMENT NO.: \_\_\_\_\_

FULL LEGAL NAME: Allied Waste of Hagerstown

CUSTOMER'S ADDRESS: 11710 Greencastle Pike Hagerstown, MD 21740

**EQUIPMENT INFORMATION**

QTY TYPE, MAKE, MODEL NUMBER AND INCLUDED ACCESSORIES

1 ea. ultimail 65X Base/Scale, Semi-Automatic Feeder/Sealer, mailone Customer License Code

SERIAL NO. \_\_\_\_\_

EQUIPMENT LOCATION: \_\_\_\_\_

☐ SEE SCHEDULE

TERM IN MONTHS: 63 MONTHLY PAYMENT AMOUNT: \$ 110.32 (PLUS TAX)

SECURITY DEPOSIT: \$ \_\_\_\_\_

PURCHASE OPTION: ☒ FAIR MARKET VALUE ☐ 10% OF EQUIPMENT COST

**ADDITIONAL TERMS AND CONDITIONS**

**AGREEMENT.** You want us to provide you the equipment referenced herein ("Equipment") and you agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement is binding upon our acceptance hereof and will begin on the date the Equipment is delivered to you or any later date we designate. We may charge you a reasonable fee to cover documentation and investigation costs. If any amount payable to us is not paid when due, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six (\$26.00) dollars; or 2) the highest lawful charge, if less. Any security deposit will be commingled with our assets, will not earn interest, and will be returned at the end of the term, provided you are not in default. If an advance payment is required, the amount exceeding one payment shall be applied to the last payment(s) during the term or any renewal term.

**NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL AMOUNTS DUE UNDER THIS AGREEMENT FOR THE ENTIRE TERM. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON.**

**EQUIPMENT USE.** You will keep the Equipment in good working order, use it for business purposes only and not modify or move it from its initial location without our consent. If we have entered into a separate arrangement with you for maintenance, service, supplies, etc. with respect to the Equipment, payments under this Agreement may include amounts owed under that arrangement, which amounts may be invoiced as one payment for your convenience.

**POSTAGE DEVICES:** We have entered into a separate rental agreement with you with respect to the postage measurement devices referenced herein ("Postage Meter Agreement"). Such postage measurement devices are not part of the Equipment and your use and the ownership of such devices is governed exclusively by the Postage Meter Agreement. You will need to reference the Postage Meter Agreement for the term of, and your rights and obligations under, the Postage Meter Agreement. For your convenience, payments under this Agreement may include the rental amounts you owe us under the Postage Meter Agreement.

**SOFTWARE/DATA.** Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.

**LIMITATION OF WARRANTIES. EXCEPT TO THE EXTENT THAT WE HAVE PROVIDED YOU A WARRANTY IN WRITING, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU CHOSE ANY/ALL THIRD-PARTY SERVICE PROVIDERS BASED ON YOUR JUDGMENT. YOU MAY CONTACT US OR THE MANUFACTURER FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.**

**ASSIGNMENT.** You may not sell, assign, or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement and our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, our assignee will have our assigned rights under this Agreement but none of our obligations and will not be subject to any claim, defense, or set-off that may be assertable against us or anyone else.

**LAW/FORUM.** You agree that this Agreement and any claim related to this Agreement shall be governed by the internal laws of the state in which our (or, if we assign this Agreement, our assignee's) principal place of business is located and any dispute concerning this Agreement will be adjudicated in a federal or state court in such state. You hereby consent to personal jurisdiction and venue in such courts and waive transfer of venue. Each party waives any right to a jury trial.

**LOSS OR DAMAGE.** You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. Except for claims, losses, or damages caused by our gross negligence or willful misconduct, you agree to indemnify us and our assignee, if applicable, against any claims, losses, or damages, including attorney fees, in any way relating to the Equipment. In no event will we be liable for any consequential or indirect damages.

**INSURANCE.** You agree to maintain comprehensive liability insurance acceptable to us. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 3% per annum.

**TAXES.** We own the Equipment. You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement. Sales or use tax due upfront will be payable over the term with a finance charge.

**END OF TERM.** At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew for an additional one-year period under the same terms unless a) you provide us written notice of your intent to return the Equipment at least 90 days prior to the End Date, and b) you timely return the Equipment to the location designated by us, at your expense. If a Purchase Option is indicated above and you are not in default on the End Date, you may purchase the Equipment from us "AS IS" for the Purchase Option price. If the returned Equipment is not immediately available for use by another without need of repair, you will reimburse us for all repair costs. You cannot pay off this Agreement or return the Equipment prior to the End Date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the price of the Equipment.

**DEFAULT AND REMEDIES.** If you do not pay any sum within 10 days after its due date, or if you breach any other term of this Agreement or any other agreement with us, you will be in default, and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, both discounted at 4% per annum. We may also use all other legal remedies available to us, including disabling or repossessing the Equipment. You agree to pay all our costs and expenses, including reasonable attorney fees, incurred in enforcing this Agreement. You also agree to pay interest on all past due amounts, from the due date, at 1.5% per month.

**UCC.** If we assign rights in this Agreement for financing purposes, you agree that this Agreement, in the hands of our assignee, is, or shall be treated as, a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.

**MISCELLANEOUS.** This Agreement is the entire agreement between you and us relating to our providing and your use of the Equipment and supersedes any prior representations or agreements, including any purchase orders. Amounts payable under this Agreement may include a profit to us. The original of this Agreement shall be that copy which bears your facsimile or original signature, and which bears our original signature. Any change must be in writing signed by each party.

Owner ("we", "us"): **FP Mailing Solutions, Inc.**

140 N. Mitchell Court  
Addison, IL 60532-2152

Phone: 866-635-1455  
Fax: 866-694-9668

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name & Title: \_\_\_\_\_

Customer: (As Stated Above)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name & Title: \_\_\_\_\_

**UNCONDITIONAL GUARANTY:** The undersigned unconditionally guarantees that the Customer will timely perform all obligations under the above Agreement. The undersigned also waives any notification if the Customer is in default and consents to any extensions or modifications granted to the Customer. In the event of default, the undersigned will immediately pay all sums due under the Agreement without requiring Owner to proceed against Customer or any other party or exercise any rights in the Equipment. The undersigned, as to this guaranty, agrees to the designated forum and consents to personal jurisdiction, venue, and choice of law as stated in the Agreement, agrees to pay all costs and expenses, including attorney fees, incurred by Owner related to this guaranty and the Agreement, waives a jury trial and transfer of venue, and authorizes obtaining credit reports.

SIGNATURE: X

PRINT NAME: \_\_\_\_\_

DATE: \_\_\_\_\_





# FP EZ Lease Rental Agreement

**FP Mailing Solutions**  
140 N. Mitchell Ct.  
Suite 200  
Addison, IL 60101-5629

Tel 866-635-1455  
Fax 866-694-9668  
E-Mail fpezlease@fp-usa.com  
www.fp-usa.com

## CHECK ALL THAT APPLY:

- ☐ New Customer  
☐ Renewal  
☐ Change of Ownership  
☐ Upgrade From: \_\_\_\_\_  
☒ Lease Company: FP EZ Lease  
☐ National Account  
☐ GSA Contract No.: \_\_\_\_\_  
☐ State Contract No.: \_\_\_\_\_  
☐ CPU or USPS® (letter must be attached)

## FOR UPGRADES, RENEWALS, AND CHANGE OF OWNERSHIP:

Account No.: \_\_\_\_\_  
Contract No.: \_\_\_\_\_

## PLEASE PROVIDE ALL RELEVANT INFORMATION:

Promo Code: EZ65XS  
Special Promo Terms: U65XS 63 Value  
Master Billing Acct. No.: \_\_\_\_\_  
Master Postage Acct. No.: \_\_\_\_\_

## Internal Use:

Navision No.: \_\_\_\_\_

## Customer Information

Billing Address	
Customer: <u>Allied Waste of Hagerstown</u>	
Department: _____	
Street: <u>11710 Greencastle Pike</u>	
City: <u>Hagerstown</u>	County: _____
State: <u>MD</u>	Zip: _____
Tel: <u>(301) 223-7272</u>	Fax: <u>(301) 223-8875</u>
E-mail: <u>SPlank@republicservices.com</u>	
Contact Name: <u>Scott Plank</u>	
Tax ID: _____	<input type="checkbox"/> Tax-Exempt Certificate Attached

Shipping/Installation Address	
Customer: _____	
Department: _____	
Street: _____	
City: _____	County: _____
State: _____	Zip: _____
Tel: _____	Fax: _____
E-mail: _____	
Contact Name: _____	
Distribution to: <input type="checkbox"/> Dealer <input type="checkbox"/> Customer <input type="checkbox"/> Fulfilled from Dealer Inventory	

## Rental Information

Quantity	Item #	Item Description	Initial Postage
1	U20	ultimail 65 Meter	Please make check payable to CMRS-FP Check Number _____ Amount \$ _____
1	UNL	Unlimited Resets	
1	ULTI65M	ultimail 65 Pass-Through Maintenance	
1	RGM1UL	ultimail/mailone rateguard Bundle	
1	MAIL1LIVECODE	mailone Customer License Code	
			Recurring Postage
			<input type="checkbox"/> Reset Debit (application attached)
			<input type="checkbox"/> On-Demand Debit (application attached)

This agreement and the Terms & Conditions attached shall renew as dictated by the current Lease Agreement.

By signing this page, I represent that I have received, read, and agreed to the additional terms and conditions appearing on the second page of this two-page agreement.

Customer Acceptance	
Authorized Representative: _____	
Tel: _____	
Tax ID or Drivers License No: _____	State: _____
Authorized Signature: <b>X</b>	
Title: _____	Date: _____

Dealer Information	
Dealer Name: <u>FP Mailing</u>	Dealer #: <u>4900</u>
Address: <u>140 N Mitchell Ct., Suite 200 Addison, IL 60101</u>	
Tel: <u>(630) 827-5837</u>	Fax: <u>(800) 810-3761</u>
Sales Representative: <u>Rich Figura</u>	



## Rental Agreement Terms and Conditions

Francotyp-Postalia, Inc., dba FP Mailing Solutions, Inc. ("FP"), makes the following agreements with the customer set forth on the first page of this Rental Agreement ("Customer") for the Term - an Initial Term (commencing on the Installation Date) - and for any Renewal Term under the term plan customer selected above:

### 1. EXPLANATION OF PRODUCTS

- Meter** – A device that manages the financial transactions of a mailing machine. This can be a standalone unit or a device, known as a Postal Security Device (PSD), which is inserted and housed in the mail handling equipment.
- Rental Equipment** – Any equipment outside of the meter that is rented from FP. Examples include mailing machine base, accessories, scales, etc. Such equipment may require service, which will be invoiced separately to the customer.
- Rental Services** – Non-tangible product services that are rented by FP. Examples include **rateguard™**, resets, etc.

### 2. FP WILL:

- Rent to Customer and facilitate installation of the above-listed meter, rented equipment, and/or services at Customer's installation address, in good working order and ready to use.
- Maintain the meter in proper operating condition by repair or replacement of non-consumable parts.

### 3. CUSTOMER WILL:

- Pay FP at lockbox address stated on invoice or pay online at [www.fp-usa.com/myaccount](http://www.fp-usa.com/myaccount). Customer agrees to pay the contract amount to FP in advance, either on-line or thru lockbox. Customer further agrees to use the postage meter for business purposes.
- Intend the rental payments hereunder to be net to FP, and Customer shall pay all sales, use, excise, personal property, stamp, and ad valorem taxes; fees or charges imposed on the shipment, transportation, delivery, ownership, leasing, rent, sale, purchase, possession, or use of the equipment (except Federal or State net income or franchise taxes imposed on FP). Customer shall reimburse FP upon demand for any taxes paid by or advanced by FP.
- Use reasonable care in the handling and operation of the rented meter, equipment, and/or services and be responsible for any loss or damage to the rented equipment, including provision for proper insurance coverage.
- Not use special attachments, printing plates, or other devices, including electronic scales or supplies, with the provided equipment unless FP supplies them or agrees to their use in writing.
- Use postage meters only for postage imprinting and recording purposes. (Tampering with or misuse of the postage meter(s) is punishable under Postal Laws and Regulations.)
- Make immediately available for examination and audit by FP or the USPS® any postage evidencing system or PSD in their possession.
- Notify FP of any change in location of the rented meter, equipment, and/or services, and reimburse FP for any reasonable cost incurred by FP as a result of the change.
- Return the rented equipment to FP, at Customer's expense, to a location designated by FP, in good condition; normal wear and tear accepted. Customer also agrees to reimburse FP for any cost FP incurs to return the rented equipment to good condition.
- Pay for rate updating software if **rateguard™** coverage is not selected.

### 4. ADDITIONAL TERMS FOR **teleset™** METER RENTALS:

- A bank designated by the Postal Service will act as a depository for Customer's advance postage payments.
- Before resetting its **teleset™** meter, Customer must have at least the amount of the reset increment in Customer's account at the designated bank.
- If FP provides temporary advance funds to Customer's account to cover the resets, Customer agrees to repay FP's advance within five (5) business days and to pay FP's then-current service fee and/or interest.
- FP will invoice Customer quarterly in arrears for the reset fee (if applicable) on each completed telephone reset transaction.
- If Customer discontinues its **teleset™** Meter rental account, FP will endeavor to have the USPS® return the funds (must be over \$25) in Customer's account within 90 days after Customer's written request, per USPS® CFR Volume 73, Number 210, pages 61255-61356 and Domestic Mail Manual 604.9.2.8 regulations; but FP does not guarantee that those funds will be returned by any specific date.
- teleset™** downloads must be performed on an analog phone line.

### 5. **rateguard™**:

- FP **rateguard™** is a service that provides automatic rate upgrades to FP Customers when USPS® rate changes occur. When signed up for **rateguard™**, the Customer pays a monthly charge to be billed on the same billing cycle as their FP postage meter or FP postage scale. The Customer will receive updated rates (rate chip, rate card, software download, or other necessary products) – free of charge from FP, per their **rateguard™** Program agreement.
- FP will provide eligible Customers the opportunity to receive the necessary updated rates (rate chip, rate card, software download, or other necessary products). The Customer's account must remain current and be in good standing at the time of each rate change to remain eligible for the benefits of the **rateguard™** program.
- The **rateguard™** Program must remain in effect on the Customer's account for a minimum of the initial contract term. Once the initial term is satisfied, **rateguard™** will remain in effect until the end of the corresponding rental equipment and/or services rental agreement.
- FP reserves the right to modify pricing with 30-days written notice, after the initial contract term.
- rateguard™** does not cover carrier rate changes occurring fewer than 60 days from the date that **rateguard™** is added to the Customer's existing rental agreement/contract. This restriction does not apply to new Customers who have signed a rental agreement fewer than 60 days before a carrier rate change.

### 6. GENERAL PROVISIONS:

- Customer acknowledges FP's exclusive ownership of the meter(s) and equipment, and that Customer has no rights except for use for the Rental Term, and agrees to indemnify and defend FP from any claims, legal actions, and costs (including attorney's fees) resulting from Customer's use and operation, and will take reasonable action, to protect FP's ownership.
- THIS AGREEMENT IS THE ENTIRE AGREEMENT BETWEEN CUSTOMER AND FP, SUPERSEDES ANY PRIOR UNDERSTANDINGS OR WRITINGS, AND IS SUBJECT TO WRITTEN FINAL ACCEPTANCE BY FP'S MAIN OFFICE.**
- Notices must be in writing and are given, when received by mail, to Customer's or FP's main office or to another address of which Customer or FP later give notice.
- When distribution to customer is selected, the equipment must be set up with the customer within 15 days as rental billing will begin at that time. Any billing issues, as a result of delayed installation, will be the responsibility of the Customer.

### 7. IF CLAIMS OR DISPUTES BETWEEN CUSTOMER AND FP SHOULD ARISE:

- If Customer fails to pay rent or other amounts due FP on the date due, or if any legal action commences which may result in another's taking of the equipment: FP can terminate this Agreement, without notice or legal action, and Customer will allow FP to enter the location of the Equipment and repossess it; and Customer will pay FP accrued rent up to the repossession date or the current term expiration date, whichever comes later, and a delinquency charge of 1.5% per month (but not in excess of the lawful maximum) on any unpaid amounts until paid. Customer further agrees that, should it become necessary to place the account with a collection agency or attorney, Customer will pay all collection costs and attorney fees incurred by FP in addition to other amounts due.
- In the event of any litigation between Customer and FP, Customer and FP hereby agree that any and all disputes, claims, actions, or controversies arising between the parties of whatever nature (including, but not limited to, any and all contractual, statutory, equitable, or tort claims) shall be brought only in either the United States District Court for the Northern District of Illinois or in the Circuit Court of the 18th Judicial District, DuPage County, Illinois; and both Customer and FP hereby consent to both venue and personal jurisdiction in those courts to the exclusion of all others. Each party also waives any right to a trial by jury.

### 8. ACKNOWLEDGMENT OF DEPOSIT REQUIREMENT:

- Customer hereby acknowledges that it must transfer funds to the USPS®, through a lockbox bank ("lockbox bank") for the purpose of prepayment of postage on Computerized Meter Resetting System (CMRS)-equipped meters ("Deposit").
- Customer may make Deposits in the lockbox bank account, identified as United States Postal Service-CMRS-FP. The USPS® may, at its discretion, designate itself or a successor as recipient of Deposits by Customer.
- Any Deposit made by Customer shall be credited by the USPS® only for the payment of postage through CMRS-equipped meters. Customer shall not receive or be entitled to any interest or other income earned on such Deposits.
- The USPS® will provide a refund in accordance with the rules and regulations governing deposit of funds for CMRS, published in the Domestic Mail Manual Transition Book or its successor.
- FP may deposit funds on behalf of Customer. The USPS® will make no such advances. Any relationship concerning advances is between Customer and the Meter Manufacturer.
- Customer acknowledges that the terms of this Acknowledgment of Deposit may be changed, modified, or revoked by the USPS®, with appropriate notice.
- Postal regulations governing the deposit of funds for CMRS are published in the Domestic Mail Manual Transition Book or its successor. Customer acknowledges that it shall be subject to all applicable rules, regulations, and orders of the USPS®.

### 9. ASSIGNMENTS:

- FP may assign the payments and other obligations owned by Customer under this Rental Agreement to a third party (the "Assignee") without any prior notice to Customer. If FP does make such an assignment, Customer agrees that the assignee has all of the rights and remedies granted to FP under this agreement, but none of FP's obligations. Customer also agrees to unconditionally pay all amounts due under this agreement to the Assignee, without set-off, regardless of any problems that may arise with respect to the equipment or any claims, defense, or off-sets that you may have or assert against FP.

### 10. TERM AND TERMINATION.

- This Agreement shall be for the initial Term set forth in current Lease Agreement.
- At the end of the term, the agreement can be terminated only by terms set forth in the Lease Agreement.
- This Agreement may be terminated at any time by either party in the event of a material breach of these Terms and Conditions by the other party. In the case of such a breach, the non-breaching party must provide written notice of such breach to the breaching party. The breaching party shall have ninety (90) days (or the maximum time period permitted by applicable law) from the time it receives such notice to cure such breach.

### 11. USPS® ACKNOWLEDGMENT:

- Customer acknowledges that the meter(s) Customer has leased is owned by FP, the lessor, and that it will be surrendered to the lessor immediately upon its demand. Customer further acknowledges that use of this meter is subject to the conditions established from time to time by the USPS® and published in the Domestic Mail Manual. Customer acknowledges its understanding of the fact that if the meter is used in any fraudulent or unlawful scheme or enterprises; or is not used for any 12 consecutive month period; or if Customer fails to exercise sufficient control over the use of the meter to preclude its unlawful or improper use; or if Customer takes or allows the meter to be taken outside the United States without prior written permission of the Manager, Retail Systems and Equipment, USPS®, Washington, DC 20260-6807; or if Customer otherwise fails to abide by the provisions of postal regulations and this lease regarding care and use of the meter; that this rental/lease agreement and any related Customer Identification Number may be revoked. Customer further acknowledges that any use of this meter to fraudulently deprive the USPS® of revenue can cause Customer to be subject to civil and criminal penalties applicable to fraud and/or false claims against the United States. The submission of a false, fictitious, or fraudulent statement can result in imprisonment of up to 5 years and a fine of up to \$10,000 (18 U.S.C. 1001). In addition, a civil penalty of up to \$5,000 and an additional assessment of twice the amount falsely claimed may be imposed (31 U.S.C. 3802). A false statement in this application or the mailing of matter bearing a fraudulent postage meter imprint, are examples of violation of these statutes.

THESE TERMS AND CONDITIONS APPLY ONLY TO THE METER, RENTED EQUIPMENT, AND/OR SERVICES SET FORTH ON PAGE ONE OF THIS AGREEMENT AND DO NOT APPLY TO ANY OTHER FP EQUIPMENT.