



TOWN OF ASHLAND CITY

Regularly Scheduled City Council Meeting

December 09, 2025, 6:00 PM

Agenda

Mayor: Gerald Greer

Council Members: Tim Adkins, Nicole Binkley, Chris Kerrigan, Michael Smith, Kevin Thompson, Tony Young

CALL TO ORDER

ROLL CALL

PLEDGE AND PRAYER

1. Prayer: Led by Pastor Chris Moore of Gateway Church

APPROVAL OF AGENDA

APPROVAL OF MINUTES

- [2.](#) Approval of the November 18, 2025, Regularly Scheduled City Council Meeting Minutes

PUBLIC FORUM

PRESENTATION OF PROCLAMATION

3. Proclamation for Donation to Bicentennial Trail

RECOGNITION OF THE TRI-STAR JUNIOR CUBS FOOTBALL TEAMS

- [4.](#) Cheatham County Junior Cubs 7U and 9U Teams

PRESENTATION OF FLOAT AWARDS

5. Commercial 1st Place:
6. Private 1st Place:
7. People's Choice Award:
8. Mayor's Choice Award:

REPORTS

9. ATTORNEY: Jennifer Noe

UNFINISHED BUSINESS

- [10.](#) RESOLUTION 2025-44: Updating the Public Speaking Form
- [11.](#) ORDINANCE 643: Budget Amendment - 2nd Reading

NEW BUSINESS

- [12.](#) Contract: Mobile Service Orders
- [13.](#) CONTRACT: Ricoh Contract for the Police Department
- [14.](#) CONTRACT: Summerfest
15. TOURISM SWINGS: From Josie and Joey for Riverbluff Park Discussion
- [16.](#) RESOLUTION 2025-47: Permission to apply for PEP Cyber Security Grant

SURPLUS PROPERTY NOMINATIONS

EXPENDITURE REQUESTS

OTHER

ADJOURNMENT

Those with disabilities who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting, should contact the ADA Coordinator at 615-792-6455, M-F 8:00 AM – 4:00 PM. The town will make reasonable accommodations for those persons.



TOWN OF ASHLAND CITY

Regularly Scheduled City Council Meeting

November 18, 2025, 6:00 PM

Minutes

CALL TO ORDER

Mayor Greer called the meeting to order at 6:00 p.m.

ROLL CALL

Mayor Gerald Greer
Councilman Tim Adkins
Councilwoman: Nicole Binkley
Vice Mayor Chris Kerrigan
Councilman Michael Smith
Councilman Kevin Thompson
Councilman Tony Young

PLEDGE AND PRAYER

1. Prayer: Led by Pastor Chris Moore of Gateway Church
Pastor Chris Moore thanked God for the opportunity to serve the community as leaders and asked for strength, wisdom, and guidance in making decisions. He prayed for protection over Ashland City, acknowledged the important impact leaders have on the lives of others, and expressed gratitude for God's faithfulness. He asked that God's presence be felt in a tangible way. The prayer concluded in Jesus' name.

APPROVAL OF AGENDA

A motion was made by Councilman Thompson, seconded by Vice Mayor Kerrigan, to approve the agenda. All approved by voice vote.

APPROVAL OF MINUTES

2. Approval of October 14, 2025, Regularly Scheduled City Council Meeting Minutes
A motion was made by Councilman Thompson, Seconded by Councilman Young, to approve the October 14, 2025, Regularly Scheduled City Council Meeting Minutes. All approved by voice vote.

PUBLIC FORUM

NONE

REPORTS

3. ATTORNEY: **Jennifer Noe** stated that she had nothing to add outside of what is on the agenda.

UNFINISHED BUSINESS

4. CONTRACT: TDOT Transportation Grant
A motion was made by **Councilman Thompson**, Seconded by **Councilman Smith**, to approve the contract for TDOT Transportation Grant. Voting Yea: Councilman Thompson, Councilman Smith, Councilman Adkins, Vice Mayor Kerrigan, Councilman Young, Councilwoman Binkley, Mayor Greer. Voting Nay: 0
5. GRANT AWARD - Thrive 55+ - Agency Tracking number 34401-99566-116 - \$ 30,000.00
A motion was made by **Councilman Thompson**, Seconded by **Councilman Young**, to approve Agency Tracking number 34401-99566-116 - \$ 30,000.00t. Voting Yea: Councilman Thompson, Councilman Young, Councilman Smith, Councilman Adkins, Vice Mayor Kerrigan, Councilwoman Binkley, Mayor Greer. Voting Nay: 0

NEW BUSINESS

6. Monthly Budget Review - Finance Director - Will Duffel
Will Duffel reported that town-wide revenues are at 26% and expenses at 23%, both below the 33% expected by October, meaning revenues are slightly behind but spending is under budget. The General Fund shows lower-than-expected revenues but reduced expenses, while the Enterprise Fund is ahead in revenue and below budget in expenses. He asked council members to review the departmental details in the packet and reach out with any questions.
7. RESOLUTION 2025-42: Charitable Donation Policy
A motion was made by **Councilman Thompson**, seconded by **Councilman Young**, to approve the charitable Donation Policy. Voting Yea: Councilman Thompson, Councilman Young, Councilman Smith, Councilman Adkins, Vice Mayor Kerrigan, Councilwoman Binkley, Mayor Greer. Voting Nay: 0
8. ORDINANCE 643: Amending the Fiscal year 2026 Budget
A motion was made by **Councilwoman Binkley**, Seconded by **Councilman Thompson**, to approve ORDINANCE 643 BUDGET AMENDMENT. Voting Yea: Councilwoman Binkley, Councilman Thompson, Councilman Smith, Councilman Adkins, Vice Mayor Kerrigan, Councilman Young, Mayor Greer. Voting Nay: 0
9. RESOLUTION: 2025-44 -Update the Public Speaking Form
A motion was made by **Councilwoman Binkley**, Seconded by **Councilman Young**, to defer until December to get the wording correct for RESOLUTION 2025-44 UPDATING THE PUBLIC SPEAKING FORM. Voting Yea: Councilwoman Binkley, Councilman Young, Councilman Thompson, Councilman Smith, Councilman Adkins, Vice Mayor Kerrigan, Mayor Greer. Voting Nay: 0
10. RESOLUTION 2025-45: Purchase of 108 Vine Street
Mayor Greer advised we are asking for the amount not to exceed \$ 5,000.00 to purchase this property for the past taxes and that we would receive some of the funds back after the sale because of the return of the city taxes getting paid to us.
During discussion of purchasing 108 Vine Street, Vice Mayor Kerigan asked where the funding would come from. Councilwoman Binkley said it would come from the parks budget. AC explained that grants may be available, and if not, he can adjust other line items to cover the \$5,000 cost. Attorney Noe asked if hotel/motel tax funds could be used, and Will said he would need to research that option.
A motion was made by **Councilman Thompson**, Seconded by **Councilman Young**, to approve RESOLUTION 2025-45 THE PURCHASE OF 108 VINE STREET. Voting Yea: Councilman Thompson, Councilman Young, Councilman Smith, Councilman Adkins, Councilwoman Binkley, Mayor Greer. Voting Nay: Vice Mayor Kerrigan
11. RESOLUTION 2025-46: Donation of a portion of Rails to Trails by Tennessee Land Conservancy
A motion was made by **Councilman Smith**, Seconded by **Councilman Thompson**, to approve RESOLUTION 2025-46 THE DONATION OF LAND FROM THE CONSERVANCY. Voting Yea: Councilman Smith, Councilman Thompson, Councilman Adkins, Vice Mayor Kerrigan, Councilman Young, Councilwoman Binkley, Mayor Greer. Voting Nay: 0
12. NASPO Value Point FMV Lease Agreement - Fire Department
A motion was made by **Councilman Thompson**, Seconded by **Councilman Smith**, to approve THE NASPO LEASE AGREEMENT. Voting Yea: Councilman Thompson, Councilman Smith, Councilman Adkins, Vice Mayor Kerrigan, Councilman Young, Councilwoman Binkley, Mayor Greer. Voting Nay: 0
13. CONTRACT AMENDMENT: IROL Contract
A motion was made by **Councilman Thompson**, Seconded by **Councilman Smith**, to approve THE IROL CONTRACT AMENDMENT. Voting Yea: Councilman Thompson, Councilman

Smith, Councilman Adkins, Vice Mayor Kerrigan, Councilman Young, Councilwoman Binkley, Mayor Greer. Voting Nay: 0

14. MEMORANDUM OF UNDERSTANDING: Moore Life Urgent Care in Galatin

A motion was made by **Councilman Thompson**, Seconded by **Vice Mayor Kerrigan**, to approve THE MEMORANDUM OF UNDERSTANDING. Voting Yea: Councilman Thompson, Vice Mayor Kerrigan, Councilman Smith, Councilman Adkins, Councilman Young, Councilwoman Binkley, Mayor Greer. Voting Nay: 0

SURPLUS PROPERTY NOMINATIONS

NONE

EXPENDITURE REQUESTS

NONE

OTHER

NONE

ADJOURNMENT

A motion was made by Councilman Thompson, Seconded by Councilman Smith, to adjourn the meeting. All approved by voice vote and the meeting adjourned at 6:28 p.m.

MAYOR GERALD GREER

CITY RECORDER MARY MOLEPSKE



THE TOWN OF ASHLAND CITY PROUDLY PRESENTS THE

CHEATHAM COUNTY JUNIOR CUBS 9U FOOTBALL TEAM

For your outstanding dedication, sportsmanship and performance during the 2025 season, besting Pleasant View 19-18 in double overtime to win the 9U Gold Bracket Super Bowl Championship in the Tri-Star Youth Football League.

*** _____ ***
GERALD C. GREER
ASHLAND CITY MAYOR



THE TOWN OF ASHLAND CITY

PROUDLY PRESENTS THE

CHEATHAM COUNTY JUNIOR CUBS 7U FOOTBALL TEAM

For your outstanding dedication, sportsmanship and performance during the 2025 season, besting Pleasant View 18-6 to win the 7U Silver Brackets Super Bowl Championship in the Tri-Star Youth Football League.

*

*

GERALD C. GREER
ASHLAND CITY MAYOR

RESOLUTION 2025-44

A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE, APPROVING UPDATED WORDING ON THE PUBLIC SPEAKING REQUEST FORM FOR CITY MEETINGS

WHEREAS the Town of Ashland City provides an opportunity for residents and the public to speak during official meetings of the city Council; and

WHEREAS the “Public Speaking Request Form” is used to register individuals who wish to address the Council during a public meeting; and

WHEREAS the current form’s wording has been reviewed by staff and found to require clarification to ensure that all speakers understand the process, time limits, and decorum expectations; and

WHEREAS, the updated form includes the addition of clear language stating that all Public Speaking Request Forms must be submitted prior to the start of the meeting, and that no additional speakers will be added once the meeting is called to order; and

WHEREAS the proposed updates to the form are intended to improve clarity, promote transparency, and align with the Council’s established meeting procedures; and

WHEREAS it is in the best interest of the Town of Ashland City to maintain accurate and understandable forms that support orderly public participation.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, approve the updated Public Speaking Form.

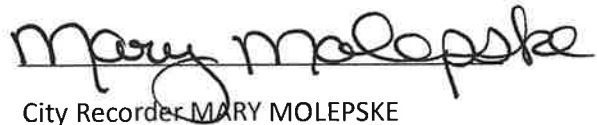
We, the City Council, meeting in Regular Session on this the 18th day of November, 2025 move for the adoption of the Resolution as set out above.

Voting in Favor _____

Voting Against _____

Attest:

Mayor GERALD GREER


City Recorder MARY MOLEPSKE

COMPLETE THIS FORM TO SPEAK DURING PUBLIC FORUM

Welcome to the Town of Ashland City meeting. Please complete this form if you would like to address the Council/Board during the public forum section of the meeting. After completing this form, hand it in to the City Recorder of the meeting. Your name will be called by the Mayor or Chairperson. Please read the **procedure for speaking before the meeting** on the reverse side of this form. The purpose of this form is to clearly document the speaker's information and allow as many speakers as possible in the allotted time. As such, they may not address the issue or concern you have at this time but may instead inform you of when the issue will be addressed at a future meeting or what department will be forwarded the issue for follow-up.

DATE:	
PRINT NAME:	
ADDRESS:	
PHONE NUMBER:	
EMAIL ADDRESS (OPTIONAL):	

SUBJECT TO BE ADDRESSED:

PROCEDURE FOR SPEAKING BEFORE THE COUNCIL

- Speakers must complete the information form and submit it to the transcriber prior to the meeting being called to order. Be prepared to speak when your name is called.
- No one shall make open comments during the meeting.
- **NO additional speakers will be added once the meeting is called to order.**
- Each speaker will be allowed to speak for **4 minutes**.
- Speakers may comment on issues scheduled for consideration at the meeting or other appropriate concerns pertinent to the operation of the town.
- **Each speaker should state the following:**
 - his/her name
 - whether they are Ashland City residents and / or property owner
- No person shall be allowed to make obscene, derogatory, or slanderous remarks while addressing the Council/Board. Persons doing so will be asked to stop speaking and will forfeit the remainder of their time.
- All remarks shall be directed at the Council/Board as a body only.
- No person shall be allowed to disrupt or interfere with the procedures.
- Remarks shall end when the speaker's allotted time has expired. No time shall be shared with other speakers.
- Questions from the council/board members may be asked for clarification as well as council/board members may have brief comments; however, no person shall be permitted to enter any discussion or debate either directly with or through any member of the Council/Board or anyone present at the meeting.

UPDATED THROUGH COUNCIL 11-18-2025

COMPLETE THIS FORM TO SPEAK DURING PUBLIC

Please complete this form if you would like to address the City Council members during the Public Forum section of the agenda. After completing this form, please give it to the Security Officer, the City Recorder or Board Secretary. When we reach the Public Forum section, your name will be called by the Mayor or Chairperson. **When your name is called, approach the podium to speak. The 4-Minute timer will begin when you start speaking.**

The purpose of this form is to clearly document speaker information and to allow as many participants as possible within the allotted time. As such, the Board may not address the issue or concern you raise at this time but may instead inform you when the matter will be addressed at a future meeting or forward it to the appropriate department for follow-up.

Please read the procedure for speaking on the reverse side of this form.

DATE:	
PRINT NAME:	
ADDRESS:	
PHONE NUMBER:	
EMAIL ADDRESS (OPTIONAL):	
SUBJECT TO BE ADDRESSED:	

PROCEDURE FOR SPEAKING BEFORE THE COUNCIL

- Speakers must complete the information form and submit it to the Security Officer, City Recorder or Board Secretary prior to the meeting being called to order. Be prepared to speak when your name is called.
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- Questions from the council/board members may be asked for clarification as well as council/board members may have brief comments; however, no person shall be permitted to enter any discussion or debate either directly with or through any member of the Council/Board or anyone present at the meeting.

UPDATED THROUGH COUNCIL 12-9-2025

Ordinance No. 643
An Ordinance of the
Town of Ashland City, Tennessee
Amending the Fiscal Year 2026 Budget

- WHEREAS** the governing body adopted the fiscal year 2026 budget by Ordinance Number 641 on 22nd Day of July, 2025; and
- WHEREAS** the budget was submitted to the Tennessee Comptroller’s Division of Local Government Finance for approval; and
- WHEREAS** pursuant to the Tenn. Code Ann. § 9-1-116, availability of programs and services to people in this state shall be limited to the extent that funds are appropriated by the general assembly or the appropriate governing body of a political subdivision; and
- WHEREAS** the governing body needs to amend the budget to allow for increased or decreased revenues and/or expenditures; and

SECTION 1. Now, therefore, be it resolved by the governing body that it hereby adopts the following changes to the fiscal year 2026 budget.

Fund Name: General Fund Appropriations					
Line Item	Account #	Account Name	Original Budget	Budget Amendment / Change	Amended Budget
1	110-41810-256	Gen'l Gov't - Consultant's Services (SSR Grant Writing)	\$0	\$30,000	\$30,000
2	110-481810-944	Gen'l Gov't - Building Leases	\$750	\$0	\$750
3	110-41510-299	Finance - Other Expenses (Returning the Fire Association donation)	\$0	\$30,000	\$30,000
4	110-42200-900	Fire - Capital Outlay (Moving Tornado Sirens to Gen'l Gov't)	\$287,375	(\$18,000)	\$269,375
5	110-41810-900	Gen'l Gov't – Capital Outlay (Finish Tornado Sirens project begun FY25)	\$0	\$50,043	\$50,043
6	110-44310-900	Thrive 55+ - Capital Outlay (10% match for 90/10 TDOT grant to purchase transport van)	\$20,000	\$11,763	\$31,763
Totals:			\$308,125	\$103,805	\$411,930

Fund Name: General Fund Revenues					
Line Item	Account #	Account Name	Original Budget	Budget Amendment / Change	Amended Budget
1	110-33401	Police Dept - State Grants - Supplemental Pay (TN Hwy Sfty Off)	\$12,800	\$18,000	\$30,800
2	110-36700	Police Dept - Donations (AO Smith)	\$0	\$1,000	\$1,000
3	110-36720	Thrive 55+ - Contributions (Comm. Found. of Middle TN)	\$0	\$550	\$550
4	110-33400	Thrive 55+ - State Grants (Facility Improvement + Rental Space)	\$30,000	\$14,118	\$44,118
Totals:			\$42,800	\$33,668	\$76,468

SECTION 2. Now, therefore, be it resolved that this ordinance shall become effective 20 days after its final passage, the public welfare requiring it.

Signed _____

Printed Name _____, Mayor

Attested

Signed _____

Printed Name _____, City Recorder

Date of First Reading: 11-18-2025

Date of Second Reading: 12-9-2025

**Sales Quotation For:**

ASHLAND CITY, TN TOWN OF
233 TENNESSEE WALTZ PARKWAY
ASHLAND CITY TN 37015

Shipping Address

Town of Ashland City
233 Tennessee Waltz Pkwy
Ashland City TN 37015

Quoted By

Chris Ward

Quote Expiration

5/17/26

Quote Name

Mobile Service Orders

Tyler Software		Annual	
Description		License Total	Maintenance
ERP Pro			
ERP Pro 10 Customer Relationship Management Suite			
Service Orders Mobile		\$ 2,500	\$ 625
TOTAL:		\$ 2,500	\$ 625

Services		
Description	Hours/Units	Extended Price
ERP Pro 10 Customer Relationship Management Suite		
Professional Services	6	\$ 870

Services		
Description	Hours/Units	Extended Price
Other Services		
Project Management	1	\$ 250
TOTAL:		\$ 1,120

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$ 2,500	\$ 625
Total Tyler Services	\$ 1,120	
Summary Total	\$ 3,620	\$ 625

Comments

Work will be delivered remotely unless otherwise noted in this agreement.

Expenses associated with onsite services are invoiced as incurred according to Tyler's standard business travel policy.

SaaS is considered a term of one year unless otherwise indicated.

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees are first payable when Tyler makes the software accessible to the Client, and SaaS fees, Hosting fees, and Subscription fees are first payable on the first day of the month following the date this quotation was signed (or if later, the commencement of the agreement's initial term). Any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the agreement.

Fees for services included in this sales quotation shall be invoiced as indicated below.

- Implementation and other professional services fees shall be invoiced as delivered.
- Client has six months to use the services. If Client does not use the services within six months, Tyler may remove the unused services or issue a new quote to provide services at then-current rates.

- Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
- Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here: <https://www.tylertech.com/terms/tyler-saas-services>.

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

Lease Agreement

Number: _____

This Lease Agreement (this “Lease”) has been written in clear, easy to understand language. Please take time to review the terms. When we use “Customer,” “you” or “your,” we are referring to you, our Customer. When we use “we,” “us” or “our,” we are referring to Ricoh USA, Inc. (“Ricoh”) or, if we assign this Lease pursuant to Section 3 below, the Assignee (as defined below). Our corporate office is located at Ricoh USA, Inc, 300 Eagleview Blvd. Suite 200, Exton,PA 19341.

CUSTOMER INFORMATION

Town Of Ashland City				Kim Spencer			
Full Legal Name				Billing Contact Name			
233 TENNESSEE WALTZ PKWY				PO BOX 36			
Equipment Location Address				Billing Address (if different from location address)			
ASHLAND CITY	CHEATHAM	TN	37015-1215	ASHLAND CITY	CHEATHAM	TN	37015-0036
City	County	State	Zip	City	County	State	Zip
Federal Tax ID No.(Do Not Insert Social Security No.)		Billing Contact Telephone No.		Billing Contact E-Mail Address			
626000239		(615)792-5618		kim.spencer@ashlandcitytn.gov			

EQUIPMENT DESCRIPTION

Qty	Equipment Description: Make& Model	Street Address/City/State/Zip
1	RICOH IMC3010 CONFIGURABLE PTO MODEL	233 TENNESSEE WALTZ PKWY ASHLAND CITY TN 37015-1215 US

PAYMENT SCHEDULE

Minimum Term (months)	Minimum Payment (Without Tax)	Minimum Payment Billing Frequency
60	\$126.36	MONTHLY

ADDITIONAL PROVISIONS (if any) are:
TERMS AND CONDITIONS:

- Lease Agreement. You agree to lease from us the equipment listed above (“Equipment”). **THIS LEASE IS UNCONDITIONAL AND NON-CANCELABLE.** Effective as of delivery of the Equipment, you agree to all of the terms and conditions contained in this Lease. You agree this Lease is for the entire lease term indicated above. You also agree that the Equipment will be used solely for lawful business purposes and not for personal, family or household purposes and the “Equipment Location” identified above is a business address. To the extent the Equipment includes intangible property or associated services such as periodic software licenses and prepaid data base subscription rights, such intangible property shall be referred to as the “Software.” The manufacturer of the tangible Equipment shall be referred to as the “Manufacturer.” Our signature indicates our acceptance of this Lease.
- Location of Equipment. You will keep the Equipment at the Equipment Location. You must obtain our written permission, which will not be unreasonably withheld, to move the Equipment. With reasonable notice, you will allow us or our designee to inspect the Equipment.
- Ownership of Equipment; Assignment. We are the sole owner and titleholder to the Equipment (except for any Software). You will keep the Equipment free of all liens and encumbrances. **YOU HAVE NO RIGHT TO SELL, TRANSFER, ENCUMBER, SUBLET OR ASSIGN THE EQUIPMENT OR THIS LEASE WITHOUT OUR PRIOR WRITTEN CONSENT** (which consent shall not be unreasonably withheld). You agree that we may sell or assign all or a portion of our interests in the Equipment and/or this Lease without notice to you even if less than all the payments have been assigned. In that event, the assignee (the “Assignee”) will have such rights as we assign to them but none of our obligations (we will keep those obligations) and the rights of the Assignee will not be subject to any claims, defenses or set-offs that you may have against us. No assignment to an Assignee will release Ricoh from any obligations Ricoh may have to you hereunder. The Maintenance Agreement you have entered into with a

Servicer will remain in full force and effect with Servicer and will not be affected by any such assignment. You acknowledge that the Assignee did not manufacture or design the Equipment and that you have selected the Manufacturer, the Servicer and the Equipment based on your own judgment.

4. Software or Intangibles. To the extent that the Equipment includes Software, you understand and agree that we have no right, title or interest in the Software and you will comply throughout the term of this Lease with any license and/or other agreement ("Software License") entered into with the supplier of the Software ("Software Supplier"). You are responsible for entering into any Software License with the Software Supplier no later than the Effective Date(as defined below).
5. Taxes and Origination Fee. In addition to the payments under this Lease, you agree to pay and indemnify us for all taxes, assessments, fees and charges governmentally imposed upon our purchase, ownership, possession, leasing, renting, operation, control or use of the Equipment. If we are required to file and pay property tax, you agree at our discretion, to either: (a) reimburse us for all personal property and other similar taxes and governmental charges associated with the ownership, possession or use of the Equipment when billed by the jurisdictions; or (b) remit to us each billing period our estimate of the pro-rated equivalent of such taxes and governmental charges. In the event that the billing period sums include a separately stated estimate of personal property and other similar taxes, you acknowledge and agree that such amount represents our estimate of such taxes that will be payable with respect to the Equipment during the term of this Lease. As compensation for our internal and external costs in the administration of taxes related to each unit of Equipment, you agree to pay us a "Property Tax Administrative Fee" in an amount not to exceed the greater of 10% of the invoiced property tax amount or \$10 each time such tax is invoiced during the term of this Lease, not to exceed the maximum amount permitted by applicable law. The Property Tax Administrative Fee, at our sole discretion, may be increased by an amount not exceeding 10% thereof for each subsequent year during the term of this Lease to reflect our increased cost of administration, and we will notify you of any such increase by indicating such increased amount in the relevant invoice or in such other manner as we may deem appropriate. If we are required to pay upfront sales or use tax and you opt to pay such tax over the term of this Lease and not as a lump sum at Lease inception, then you agree to pay us a "Sales Tax Administrative Fee" equal to 3.5% of the total tax due per year. Sales and use tax, if applicable, will be charged until a valid sales and use tax exemption certificate is provided to us. In connection with this Lease, you agree to pay us an origination fee of \$75.00 on the first payment date.
6. Uniform Commercial Code ("UCC") Filing. To protect our rights in the Equipment in the event this Lease is determined to be a security agreement, you hereby grant to us a security interest in the Equipment, and all proceeds, products, rents or profits from the sale, casualty loss or other disposition thereof. You authorize us to file a copy of this Lease as a financing statement, and you agree to promptly execute and deliver to us any financing statements covering the Equipment that we may reasonably require; provided, however, that you hereby authorize us to file any such financing statement without your authentication to the extent permitted by applicable law.
7. Warranties. We transfer to you, without recourse, for the term of this Lease, any written warranties made by the Manufacturer or the Software Supplier with respect to the Equipment. YOU ACKNOWLEDGE THAT YOU HAVE SELECTED THE EQUIPMENT BASED ON YOUR OWN JUDGMENT AND YOU HEREBY AFFIRMATIVELY DISCLAIM RELIANCE ON ANY ORAL REPRESENTATION CONCERNING THE EQUIPMENT MADE TO YOU. However, if you enter into a Maintenance Agreement with the Servicer with respect to any Equipment, no provision, clause or paragraph of this Lease shall alter, restrict, diminish or waive the rights, remedies or benefits that you may have against the Servicer under such Maintenance Agreement. WE MAKE NO WARRANTY, EXPRESS, OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AS TO US AND OUR ASSIGNEE, YOU LEASE THE EQUIPMENT "AS-IS."
8. Maintenance of Our Equipment. You agree to install (if required), use and maintain the Equipment in accordance with Manufacturers' specifications and to use only those supplies, which meet such specifications. You shall engage Ricoh, its subsidiaries or affiliates, or an independent third party (the "Servicer") to provide maintenance and support services pursuant to a separate agreement for such purpose ("Maintenance Agreement"). You will keep the Equipment in good condition, except for ordinary wear and tear.
9. Indemnity, Liability and Insurance. To the extent not prohibited by applicable law, you agree to indemnify us, defend us and hold us harmless from all claims arising out of the death or bodily injury of any person or the damage, loss or destruction of any tangible property caused by or to the Equipment, except to the extent caused by our gross negligence or willful misconduct. Notwithstanding anything to the contrary, in no event shall we be liable to you for any indirect, special or consequential damages. You are responsible for any theft of, destruction of, or damage to the Equipment from any cause at all, whether or not insured, from the time of Equipment delivery to you until it is delivered to us at the end of the term of this Agreement. You agree to maintain insurance to cover the Equipment for all types of loss, including, without limitation, theft, in an amount not less than the full replacement value and you will name us as an additional insured and loss payee on your insurance policy. In addition, you agree to maintain comprehensive public liability insurance, which, upon our request, shall be in an amount acceptable to us and shall name us as an additional insured. Such insurance will provide that we will be given thirty (30) days advance notice of any cancellation. You agree to provide us with evidence of such insurance in a form reasonably satisfactory to us. If you fail to maintain such insurance or to provide us with evidence of such insurance, we may (but are not obligated to) obtain insurance in such amounts and against such risks as we deem necessary to protect our interest in the Equipment. Such insurance obtained by us will not insure you against any claim, liability or loss related to your interest in the Equipment and may be cancelled by us at any time. You agree to pay us an additional amount each month to reimburse us for the insurance premium and an administrative fee, on which we or our affiliates may earn a profit. In the event of loss or damage to the Equipment, you agree to remain responsible for the payment obligations under this Lease until the payment obligations are fully satisfied.
10. Renewal and Return of Equipment. After the Minimum Term or any extension, this Lease will automatically renew on a month-to-month basis unless either party notifies the other in writing at least thirty (30) days, but not more than one hundred twenty (120) days, prior to the expiration of the Minimum Term or extension; provided, however, that at any time during any month-to-month renewal, we have the right, upon thirty (30) days notice, to demand that you return the Equipment to us in accordance with the terms of this Section 10. Notwithstanding the foregoing, nothing herein is intended to provide, nor shall be interpreted as providing, (a) you with a legally enforceable option to extend or renew the terms of this Lease, or (b) us with a legally enforceable option to compel any such extension or renewal. At the end of or upon termination of

this Lease, you will immediately return the Equipment to the location designated by us, in as good condition as when you received it, except for ordinary wear and tear. You will bear all shipping, de-installing, and crating expenses and will insure the Equipment for its full replacement value during shipping. You must pay additional monthly Payments at the same rate as then in effect under this Lease, until the Equipment is returned by you and is received in good condition and working order by us or our designees. Notwithstanding anything to the contrary set forth in this Lease, the parties acknowledge and agree that we shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Equipment leased by you hereunder, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"). If desired, you may engage Ricoh to perform Data Management Services at then-prevailing rates. You acknowledge that you are responsible for ensuring your own compliance with legal requirements in connection with data retention and protection and that we do not provide legal advice or represent that the Equipment will guarantee compliance with such requirements. The selection, use and design of any Data Management Services, and any decisions arising with respect to the deletion or storage of data, as well as the loss of any data resulting therefrom, shall be your sole and exclusive responsibility.

11. Lease Payments. Payments will begin on the Equipment delivery and acceptance date ("Effective Date") or such later date as we may designate. The remaining payments are due on the same day of each subsequent month (unless otherwise specified on page 1 hereof). You agree to pay us each payment when it is due, and if any payment is not received within ten (10) days of its due date, you agree to pay a one-time late charge of 5% or \$5 (whichever is greater, but not to exceed the maximum amount allowed by applicable law) on the overdue amount. You also agree to pay all shipping and delivery costs associated with the ownership or use of the Equipment, which amounts may be included in your payment or billed separately. You also agree to pay \$25 for each check returned for insufficient funds or any other reason. You agree that you will remit payments to us in the form of company checks, (or personal checks in the case of sole proprietorships), direct debit or wires only. You also agree that cash and cash equivalents are not acceptable forms of payment for this Lease and that you will not remit such forms of payment to us. Payment in any other form may delay processing or be returned to you. Furthermore, only you or your authorized agent as approved by us will remit payments to us.
12. Default and Remedies. Each of the following is a "Default" under this Lease: (a) you fail to pay any amount within thirty (30) days of its due date, (b) any representation or warranty made by you in this Lease is false or incorrect and/or you do not perform any of your other obligations under this Lease and/or under any other agreement with us or with any of our affiliates and this failure continues for thirty (30) days after we have notified you of it, (c) a petition is filed by or against you or any guarantor under any bankruptcy or insolvency law or a trustee, receiver or liquidator is appointed for you, any guarantor or any substantial part of your assets, (d) you or any guarantor makes an assignment for the benefit of creditors, (e) any guarantor dies or stops doing business as a going concern, (f) you stop doing business as a going concern, or (g) without our prior written consent, you or a guarantor or any person or entity that directly or indirectly controls you or a guarantor (1) experience a change in control or ownership (in one or multiple transactions), (2) transfer substantially all of its assets, (3) merge or consolidate with another entity, or (4) experience a division or divisive merger. If a Default occurs, we have the right to exercise any and all legal remedies available to us by applicable laws, including those set forth in Article 2A of the UCC. YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES AS A CUSTOMER OR LESSEE THAT YOU HAVE UNDER ARTICLE 2A OF THE UCC AGAINST US (BUT NOT AGAINST THE MANUFACTURER OF THE EQUIPMENT). Additionally, we are entitled to all past due payments and we may accelerate and require you to immediately pay us the future payments due under the Lease present valued at the discount rate of 3% per year to the date of default plus the present value (at the same discount rate) of our anticipated value of the equipment at the end of the term of this Lease, and we may charge you interest on all amounts due us from the date of default until paid at the rate of 1.5% per month, but in no event more than the maximum rate permitted by applicable law. We may repossess the Equipment (and, with respect to any Software, (i) immediately terminate your right to use the Software including the disabling (on-site or by remote communication) of any Software; (ii) demand the immediate return and obtain possession of the Software and re-license the Software at a public or private sale; and/or (iii) cause the Software Supplier to terminate the Software License, support and other services under the Software License), and pursue you for any deficiency balance after disposing the Equipment, all to the extent permitted by law. You waive the rights you may have to notice before we seize any of the Equipment. You agree that all rights and remedies are cumulative and not exclusive. You promise to pay reasonable attorneys' fees and any cost associated with any action to enforce this Lease. This action will not void your responsibility to maintain and care for the Equipment, nor will Ricoh be liable for any action taken on our behalf. If we take possession of the Equipment, we agree to sell or otherwise dispose of it under such terms as may be acceptable to us in our discretion with or without notice, at a public or private disposition, and to apply the net proceeds (after we have deducted all costs, including reasonable attorneys' fees) to the amounts that you owe us. You will remain responsible for any deficiency that is due after we have applied any such net proceeds.
13. Business Agreement and Choice of Law. YOU AGREE THAT THIS LEASE WILL BE GOVERNED UNDER THE LAW FOR THE COMMONWEALTH OF PENNSYLVANIA. YOU ALSO CONSENT TO THE VENUE AND NON-EXCLUSIVE JURISDICTION OF ANY COURT LOCATED IN EACH OF THE COMMONWEALTH OF PENNSYLVANIA AND THE STATE WHERE YOUR PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED TO RESOLVE ANY CONFLICT UNDER THIS LEASE. WE BOTH WAIVE THE RIGHT TO TRIAL BY JURY IN THE EVENT OF A LAWSUIT. YOU HEREBY REPRESENT, WARRANT, AND COVENANT THAT YOU ARE AND SHALL REMAIN IN COMPLIANCE WITH ALL LAWS, RULES, REGULATIONS, AND ORDERS APPLICABLE TO YOU, INCLUDING U.S. ECONOMIC AND TRADE SANCTIONS AND ANTI-CORRUPTION, ANTI-BRIBERY, ANTI-MONEY LAUNDERING, AND ANTI-TERRORISM LAWS. TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS FOR YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ASK TO SEE IDENTIFYING DOCUMENTS.
14. No Waiver or Set Off. You agree that our delay, or failure to exercise any rights, does not prevent us from exercising them at a later time. If any part of this Lease is found to be invalid, then it shall not invalidate any of the other parts and the Lease shall be modified to the minimum extent as permitted by law. ALL PAYMENTS TO US ARE "NET" AND UNCONDITIONAL AND ARE NOT SUBJECT TO SET OFF, DEFENSE, COUNTERCLAIM OR REDUCTION FOR ANY REASON. If a Servicer fails to fulfill any obligation to you, you shall not make any claim against us and shall continue to fully perform hereunder.

15. Entire Agreement Delivery Acceptance Certificate. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. You agree that the terms and conditions contained in this Lease represent the entire agreement between us and you and supersede all prior written or oral communications, understandings or agreements. Neither of us will be bound by any amendment, waiver, or other change unless agreed to in writing and signed by both. Any purchase order, or other ordering documents will not modify or affect this Lease, nor have any other legal effect and shall serve only the purpose of identifying the Equipment ordered. You agree to sign and return to us a delivery and acceptance certificate (which, at our request, may be done electronically) within three (3) business days after any Equipment is installed.
16. Counterparts. This Lease may be executed in counterparts. The counterpart that has our original signature and/or is in our possession or control shall constitute chattel paper as that term is defined in the UCC and shall constitute the single true original agreement for all purposes. If you sign and transmit this Lease to us by electronic transmission, the electronic transmission of this Lease, upon execution by us (manually or electronically, as applicable), shall be binding upon the parties. You authorize us to supply and/or correct any missing or incorrect "configure to order" number ("CTO"), other equipment identification numbers (including, without limitation, serial numbers), agreement identification numbers, dates, and/or any other identifying information (including Customer's legal name) in this Lease. You agree that the electronic transmission of this Lease containing your electronically transmitted signature, which is manually or electronically signed by us, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. You agree to deliver to us upon our request the counterpart of this Lease containing your manual signature.
17. Miscellaneous. It is the intent of the parties that this Lease shall be deemed and constitute a "finance lease" as defined under and governed by Article 2A of the UCC. You acknowledge that you have not been induced to enter into this Lease by any representation or warranty not expressly set forth in this Lease. This Lease is not binding on us until we sign it. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess payment will be applied to payments in the order of maturity, and any remaining excess will be refunded to you. Each of our respective rights and indemnities, including your obligations to pay or reimburse us for any taxes or any other amounts due, will survive the termination of this Lease. We make no representation or warranty of any kind, express or implied, with respect to the legal, tax or accounting treatment of this Lease and you acknowledge that we are an independent contractor and not your fiduciary. You will obtain your own legal, tax and accounting advice related to this Lease and make your own determination of the proper accounting treatment of this Lease. We may receive compensation from the Manufacturer or supplier of the Equipment in order to enable us to reduce the cost of leasing the Equipment to you under this Lease below what we otherwise would charge. If we received such compensation, the reduction in the cost of leasing the Equipment is reflected in the Minimum Payment specified herein. You authorize us, our agent and/or our Assignee to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our Assignee and third parties having an economic interest in this Lease or the Equipment. You agree to provide updated annual and/or quarterly financial statements to us upon request.

AUTHORIZED SIGNER

THE PERSON SIGNING THIS SCHEDULE ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

CUSTOMER	Accepted by: RICOH USA, INC.
By: X _____ <i>Authorized Signer Signature</i>	By: X _____ <i>Authorized Signer Signature</i>
Printed Name: _____	Printed Name: _____
Title: _____ Date: _____	Title: _____ Date: _____



ORDER AGREEMENT

Sales Type: LEASE

ORDER AGREEMENT CONSISTS OF THIS PAGE AND THE TERMS AND CONDITIONS ATTACHED

EQUIPMENT BILL TO INFORMATION

Customer Legal Name: Town of Ashland City		
Address Line 1: PO BOX 36		Contact: Kim Spencer
Address Line 2:		Phone: (615)792-5618
City: ASHLAND CITY		E-mail: kim.spencer@ashlandcitytn.gov
ST/Zip: TN / 37015-0036	County: CHEATHAM	Fax:

PO Included PO#	TS PO# (if applicable) _
Sales Tax Exempt (Attach Valid Exemption Certificate)	Add to Existing Service Contract #
Syndication	Fixed Rate Service Term <u>60 Months</u>
PS Service (Subject to and governed by additional Terms and Conditions)	Annual Escalation (after initial Fixed term) 7%
IT Service (Subject to and governed by additional Terms and Conditions)	

SERVICE INFORMATION

SERVICE BILL TO INFORMATION

Customer Legal Name: Town of Ashland City		
Address Line 1: PO BOX 36		Contact: Kim Spencer
Address Line 2:		Phone: (615)792-5618
City: ASHLAND CITY		E-mail: kim.spencer@ashlandcitytn.gov
ST/Zip: TN /37015-0036	County: CHEATHAM	Fax:

Service Term (Months)	Base Billing Frequency	Overage Billing Frequency	Service Type
60	QUARTERLY	QUARTERLY	GOLD

SHIP TO / PRODUCT INFORMATION

Product Description	QTY	Service Level	11 x 17	B/W Allowance QUARTERLY	B/W Ovg	Color Allowance QUARTERLY	Color Ovg	Service Base QUARTERLY	Ship To / Equipment Address Contact Info
RICOH IMC3010 CONFIGURABLE PTO MODEL	1	GOLD	Double Click	0	.0087	0	.053	\$0.00	233 TENNESSEE WALTZ PKWY ASHLAND CITY TN 37015-1215 US Kim Spencer (615)792-5618 kim.spencer@ashlandcitytn.gov

BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION

BASIC CONNECTIVITY / PS / IT Services Description	QTY
FREE LEASE PAYMENTS	1

TS IMPLEMENTATION NETWORK & SCAN CONNECT - SEG BC2	1
RETURN CHARGE - SEGMENT 2 OR GREATER DEVICES	1

ORDER TOTALS		
<i>Service Type Offerings:</i>	Product Total:	
Gold: Includes all supplies and staples. Excludes paper.	BASIC CONNECTIVITY / PS / IT Services :	
Silver: Includes all supplies. Excludes paper and staples.	BuyOut After Promotions:	
Bronze: Parts and labor only. Excludes paper, staples and supplies.		
Additional Provisions: <i>Insert ANY additional provisions here</i>	Grand Total: (Excludes Tax)	

Accepted by Customer By: X _____ <div style="text-align: center;"><i>Authorized Signer Signature</i></div> Printed Name: _____ Title: _____ Date: _____	Accepted: Ricoh USA, Inc. By: _____ <div style="text-align: center;"><i>Authorized Signer Signature</i></div> Printed Name: _____ Title: _____ Date: _____
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Terminology to Know

Large Paper Metering (Single vs Double)

- Single: Each 11 x 17 copy counts as one click or meter
- Double: Each 11 x 17 copy counts as two clicks or meters

Service Term (Fixed Term)

- The length of time (in months) that the Service pricing is static or fixed.

Post Term Escalation

- The rate at which the Service pricing will increase after the fixed or initial Service Term. Example: if your **fixed** Service Term is 36 months, the rate will escalate on an annual basis starting at the first month after the end of the fixed term (month 37).

Allowance

- The number of output pages (copies, fax pages, or prints) that are included in the base payment (Base Price).

Base Price

- Recurring charge for Services contract.

Base Billing Frequency

- How often Customer will receive an invoice for the Service Base Billing amount.

Overage Billing Frequency

- How often Customer will receive an invoice for any output pages in excess of the included Allowance.

B&W Overage Rate

- The per click potential cost relative to Black & White meters over and above the number of the applicable Allowance. If "0" is the Allowance, then the B&W Overage Rate will be applied to all Black & White copies.

Color Coverage Rate

- The per click potential cost relative to Color meters over and above the number of the applicable Allowance. If "0" is the Allowance, then the Color Coverage Rate will be applied to all Color copies.

Terms and Conditions for Order Agreement

These Terms and Conditions for Order Agreement (together with the Order (defined below), the "Agreement") set forth the specific terms and conditions under which Ricoh USA, Inc. ("Ricoh") agrees to sell the specific equipment, software, and/or hardware ("Products") and/or provide the services ("Services") identified on the order (in the form provided by Ricoh) attached to these Terms and Conditions for Order Agreement (the "Order") to the "Customer" identified in the Order. To obtain Products and/or Services from Ricoh, Customer will execute the Order.

Terms applicable to Service transactions only:

1. Services.

- (a) An Order for Services must identify the specific Services to be performed, including, if applicable, the equipment to be serviced (the "Serviced Products"), the Term (defined in Section 3) of the Service engagement, the location at which Services shall be performed and the applicable Service Charges (defined in Section 4) for such Order. Ricoh will not be responsible to provide Services for Serviced Products in the event the Term and location(s) are not identified on the Order accepted by Ricoh.
- (b) For maintenance and repair Services, Ricoh will repair or replace in accordance with the terms and conditions of this Agreement and the manufacturer's specifications, any part of the Serviced Products that becomes unserviceable due to normal usage (other than consumable supplies). Replacement parts will be furnished on an exchange basis and will be new, reconditioned or used. All parts removed due to replacement will become the property of Ricoh.

The maintenance and repair Services provided by Ricoh under an Order will not include the following: (i) repairs resulting from misuse (including, without limitation, using unauthorized media, improper voltage, or the use of consumable or other supplies or media that do not conform to the manufacturer's specifications) or the failure to provide, or the failure of, adequate electrical power, air conditioning, humidity control, or other failure to provide a suitable operating environment; (ii) repairs made necessary by service performed by persons other than Ricoh representatives; (iii) unless covered under an extended hour service contract, service calls or work which Customer requests to be performed outside of Normal Business Hours (defined below) and Service calls or work which Customer requests to be performed on Ricoh Holidays (defined below); (iv) repairs or replacements that are materially hindered by Customer's failure to perform the Customer obligations set forth in this Agreement; (v) repairs or replacement of any removable cassette, copy cabinet, exit trays, or any item not related to the mechanical or electrical operation of the Serviced Products; (vi) consumable supplies such as paper, staples, refillable staple cartridges (even under a staples inclusive Order), or any toner (other than black, cyan, yellow, magenta under a toner inclusive Order), unless expressly provided for in the Order; (vii) repairs, service calls and/or connectivity of attachments not purchased from Ricoh; (viii) any software, system support or related connectivity unless specified in writing by Ricoh; (ix) parts no longer available from the applicable manufacturer; (x) electrical work external to the Serviced Products, including problems resulting from overloaded or improper circuits; (xi) installation or de-installation and/or movement of the Serviced Products from one location to another unless specified in writing by Ricoh; (xii) maintenance or repairs of any Serviced Product that is relocated by someone other than Ricoh or a Ricoh authorized agent until such Serviced Product passes inspection by a Ricoh technician at the new location demonstrating that the Serviced Product was not damaged during the move and functions in accordance with the applicable manufacturer's specifications, and Customer understands that a minimum one (1) hour labor charge (or longer, depending on the circumstances) at then-prevailing time and materials rates will apply for inspection of the equipment at the new location; (xiii) repairs of damage or increase in service time caused by Force Majeure Conditions; (xiv) reconditioning and similar major overhauls of Serviced Products; (xv) any obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Serviced Products, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"), unless Customer engages Ricoh to perform such Data Management Services at then-prevailing rates pursuant to an Order for such purpose; and (xvi) engineering changes which provide additional capabilities to the Ricoh Equipment (defined in Section 13) covered herein unless made at Customer's request and paid at Ricoh's applicable time and material rates then in effect. Damage to Serviced Products or parts arising from causes beyond the control of Ricoh are not covered by this Agreement. Ricoh may terminate its Service obligations under an Order for Serviced Products that have been modified, damaged, altered or serviced by personnel other than those employed by Ricoh.

- 2. Service Calls.** Unless otherwise specified in the Order, service calls will be made during 8:00am – 5:00pm local service time, Monday through Friday ("Normal Business Hours") at the installation address shown on the Order. Service does not include coverage on Ricoh holidays, which include New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, the day after Thanksgiving and Christmas Day (collectively, "RicoH Holidays"). Travel and labor-time for the service calls after Normal Business Hours, on weekends and on Ricoh Holidays, if and when available and only in the event and to the extent that Ricoh agrees to provide such non-standard coverage, will be charged at overtime rates in effect at the time the service call is made. While at Customer's site, Ricoh personnel shall comply with Customer's reasonable policies pertaining to access, security and use of Customer sites and systems, provided that such policies are provided to Ricoh in advance and in writing, do not conflict with the terms and conditions of this Agreement, and do not impose any additional financial or legal burden on Ricoh.
- 3. Term; Early Termination.** This Agreement shall become effective on the date that Ricoh accepts the Order and shall continue for the term identified in the Order. AT THE EXPIRATION OF THE TERM IDENTIFIED IN THE ORDER, IT WILL AUTOMATICALLY RENEW FOR SUCCESSIVE TWELVE (12) MONTH PERIODS UNLESS NOTICE OF TERMINATION AS SPECIFIED BELOW IS GIVEN. The duration of the initial term and any extension or renewal thereto are collectively referred

to as the "Term." Customer may terminate this Agreement for convenience prior to expiration of its Term so long as Customer is not then in default and provides Ricoh at least thirty (30) days prior written notice. Ricoh may terminate this Agreement for convenience prior to expiration of its Term so long as Ricoh is not then in default and provides Customer at least sixty (60) days prior written notice. Should Customer elect to terminate this Agreement for convenience when the Order has a Term of at least thirty-six (36) months, Customer shall pay to Ricoh, as liquidated damages and not as a penalty, an early termination fee in accordance with the following ("Termination Fee"): (i) if the termination occurs in months one (1) through twelve (12) of the Term, an amount equal to twelve (12) times the Monthly Service Charge (as defined below); (ii) if the termination occurs in months thirteen (13) through twenty-four (24) of the Term, an amount equal to nine (9) times the Monthly Service Charge; and (iii) if the termination occurs any time after the twenty-fourth (24th) month of the Term, an amount equal to the lesser of six (6) times the Monthly Service Charge or the number of months remaining under the then current Term. For an Order having a Term of less than thirty-six (36) months, the Termination Fee shall be equal to the lesser of six (6) times the Monthly Service Charge or the number of months remaining under the Term of the Order. For the purposes herein, the "Monthly Service Charge" shall equal (i) the base monthly Service Charge set forth in the Order; or (ii) in the event the Order does not contain a base monthly Service Charge, the average monthly Order charges for the six (6) month period prior to the date of Customer's termination. If such termination date occurs less than six (6) months after the effective date of the Order, the Monthly Service Charge will be equal to the average monthly Order charges for the number of months the Order was in effect.

4. Service Charges.

- (a) Service charges ("Service Charges") will be set forth on the Order. Service Charges will not include any charges for repairs or Service that are otherwise covered by the applicable manufacturer's limited warranty during the period covered by any such warranty, to the extent Ricoh has agreed with such manufacturer not to charge a customer for any such charges. Customer acknowledges and agrees that: (i) alterations, attachments, specification changes, or use by Customer of sub-standard supplies that cause excessive service calls may require an increase in Service Charges; (ii) the transfer of the Serviced Products from the location indicated on the Order may result in an increase of Service Charges or the termination of the Agreement; and (iii) to the extent that Customer requests that Ricoh registers with a third-party vendor prequalification service and Ricoh agrees to register, Customer will be charged for Ricoh's registration and any other related fees for registering with such service and this Agreement shall be the only terms and conditions to govern such registration and service. Customer shall be responsible for any costs related to freight (including fuel surcharges, which may be imposed from time to time), postage/mailling expense (meter rentals) and/or administrative and processing fees and, to the extent Ricoh pays such costs, Customer shall immediately reimburse Ricoh.
- (b) Unless otherwise specified in the Order, Service Charges are based on standard 8.5x11 images. Ricoh reserves the right to assess additional images charges for non-standard images, including 11x17 images or other image sizes. Customer acknowledges that pricing is based on the prevailing rates at the time of the Order. Unless otherwise expressly agreed to in writing, if the Term of the Order exceeds twelve (12) months, and (i) the Service Charges or rates expressly set forth in the Order are not fixed for a period longer than twelve (12) months, then the Service Charges and any rate expressly set forth in the Order may be increased by Ricoh up to fifteen percent (15%) of the then-current Service Charges and rates annually for each year beyond the initial twelve (12) month period, and Customer expressly consents to such adjustment without additional notice, or (ii) the Service Charges or any rates expressly set forth in the Order are fixed for a period longer than twelve (12) months, then upon the expiration of the period during which the fixed Service Charges or other rates are fixed, the Service Charges or other rates may be increased by Ricoh in an amount up to fifteen percent (15%) of the then-current Service Charges and rates multiplied by the number of years during which the Service Charges or other rates were fixed, and Customer expressly consents to such adjustment without additional notice.

5. Use of Recommended Supplies; Meter Readings.

- (a) It is not a condition of this Agreement that Customer use only Ricoh-provided supplies. If Customer uses other than manufacturer-recommended supplies, including paper, developer, toner, and fuser oil, and if such supplies are defective or not acceptable for use on the Serviced Products, that do not conform to the manufacturer's specifications, or cause abnormally frequent service calls or service problems, then Ricoh may, at its option, assess a surcharge or terminate the Agreement with respect to such Serviced Products. If so terminated, Customer will be offered Service on a "per call" basis at Ricoh's then-prevailing time and material rates. If Ricoh determines that Customer has used more Ricoh-provided supplies than the manufacturer's recommended specifications, then Customer will pay reasonable charges for those excess supplies and/or Ricoh may refuse Customer additional supply shipments.
- (b) Customer is required to provide Ricoh actual and accurate meter readings in accordance with the billing schedule set forth on the Order. Ricoh may, at its discretion and dependent upon Serviced Product capabilities, collect remote meter readings and utilize equipment monitoring services using automatic meter reading solutions ("AMR"). This may allow for automated meter reading and submission, automatic placement of low toner alerts, automatic placement of service calls in the event of a critical Serviced Product failure and may enable firmware upgrades. The meter count and other information collected by AMR ("Data") is sent via the internet to remote servers some of which may be located outside the U.S. **AMR cannot and does not collect Customer document content.** Ricoh uses reasonably available technology to maintain the security of the Data; however, Customer acknowledges that no one can guaranty security of information maintained on computers and on the internet. Ricoh retains full rights to the Data (but not Customer documents or information), which it or its authorized third parties may use to service the Serviced Products. Ricoh may also use the Data for its normal business purposes including product development and marketing research, however, the Data will not be provided to any non-Ricoh third party in a form that personally identifies the Customer. Ricoh may dispose of the Data at any time and without notice. AMR technology is the confidential and proprietary information of Ricoh and/or its licensors protected by copyright, trade secret and other laws and treaties. Ricoh retains full title, ownership and all intellectual property rights in and to AMR.

- (c) If Customer fails to provide actual and accurate meter readings to Ricoh in accordance with the billing schedule set forth on the Order, Ricoh may calculate an estimated meter reading from previous meter readings and Customer agrees to pay Service Charges based on such calculated estimate. Appropriate adjustments will be made by Ricoh in a subsequent billing cycle following Customer providing actual and accurate meter readings. If Ricoh contacts Customer to obtain a meter reading, then Ricoh may assess an administrative fee in an amount equal to twenty-five dollars (\$25.00) per meter reading collected per billing period for the time and expense associated with meter collection activity in addition to the Service Charges. If Ricoh visits Customer location to obtain a meter reading, Ricoh may assess a fee according to the hourly service charge rate. Customer shall notify Ricoh within forty-eight (48) hours of any Serviced Product moves, installation/deinstallation, and/or removal of managed and monitored Serviced Products that impact AMR.
6. **Connectivity and Professional Services.** Customer may acquire connectivity, IT and professional services from Ricoh ("Professional Services") by executing and delivering to Ricoh an Order setting forth the specific services to be provided. Ricoh shall provide the Professional Services at Customer's location(s) or on a remote basis as set forth in the Order. Customer shall provide Ricoh with such access to its facilities, networks and systems as may be reasonably necessary for Ricoh to perform the Professional Services. Customer acknowledges that Ricoh's performance of the Professional Services is dependent upon Customer's timely and effective performance of its responsibilities as set forth in the Order. Estimated delivery and/or service schedules contained in the Order are non-binding estimates. Intellectual property rights, if any, arising from the Professional Services provided under the Order shall remain the property of Ricoh. Unless connectivity Services are specifically identified in the Order as part of the Services to be performed by Ricoh, Ricoh shall have no obligation to perform and no responsibility for the connection of any hardware or software to any Customer network or system.
7. **Customer Obligations.** Customer agrees to provide a proper place for the use of the Serviced Products, including but not limited to, electric service, as specified by the manufacturer. Customer will provide adequate facilities (at no charge) for use by Ricoh representatives in connection with the service of the Serviced Products hereunder within a reasonable distance of the Serviced Products. Customer agrees to provide such access to its facilities, networks and systems as may be reasonably necessary for Ricoh to perform its Services, including but not limited to "360 degree" service access to the Serviced Products. Customer will provide a key operator for the Serviced Products and will make operators available for instruction in use and care of the Serviced Products. Unless otherwise agreed upon by Ricoh in writing or designated in the Order, all supplies for use with the Serviced Products will be provided by Customer and will be available "on site" for servicing. Customer agrees that (i) any equipment not serviced by Ricoh which utilizes identical supplies to the Serviced Products must be covered under a separate inclusive non-Ricoh service program; (ii) any Serviced Products under one Ricoh Service Level may not utilize any supplies provided to other Serviced Products with a different Ricoh Service Level (i.e., no sharing of supplies across different Ricoh Service Levels); (iii) all supplies that Ricoh provides as part of the Services are only for use with the Serviced Products and Customer may not resell any supplies; (iv) upon expiration or termination of the applicable Services or change to a service program that does not include supplies, Customer must promptly return to Ricoh all unused supplies provided as part of the Services, otherwise Customer will be billed for and will pay for all such unreturned supplies; and (v) if Customer is participating in Ricoh's trained customer replaceable units program ("TCRU Program"), then Customer must follow the return requirements of the TCRU Program and, if Customer does not return any units in accordance with the terms of the TCRU Program, then, in addition to any other amounts owed, Customer will pay for the unreturned units. In addition, Customer agrees to use Ricoh's remote, self-service support tools (which are available at www.MyRicoh-USA.com, or a successor site, at no additional charge) to resolve common uncomplicated issues quickly and conveniently. If Customer does not use the available self-service support tools, then Ricoh may charge additional fees at the then-prevailing time and materials rates for performing those tasks on Customer's behalf.
8. **Insurance.** Each party certifies that it maintains, through self-insurance or otherwise, reasonable amounts of general liability, auto and personal property insurance, and workers' compensation insurance in the amount required by law, and that such insurance will remain in effect during the Term of the Order. Such insurance shall be primary and non-contributory. Limits provided may not be construed to limit liability. General liability insurance shall include the other party as an additional insured and contain no exclusions for cross liability between insureds. Upon request, each party agrees to deliver the other party evidence of such insurance coverage. Failure to maintain adequate insurance does not relieve liability under this Agreement.
9. **Indemnification.** Each party ("Indemnifying Party") shall indemnify, defend and hold harmless the other ("Indemnified Party") from all third-party claims incurred by the Indemnified Party arising out of the death or bodily injury of any agent, employee, or business invitee of the Indemnified Party, or the damage, loss, or destruction of any tangible property of the Indemnified Party to the extent proximately caused by the negligent acts or omissions or willful misconduct of the Indemnifying Party, its employees, or agents. Without intending to create any limitation relating to the survival of any other provisions of this Agreement, Ricoh and Customer agree that the terms of this paragraph shall survive the expiration or earlier termination of this Agreement. Each party shall promptly notify the other in the event of the threat or initiation of any claim, demand, action or proceeding to which the indemnification obligations set forth in this Section may apply.

Terms applicable to Product sale transactions only:

10. **Order; Delivery and Acceptance.** An Order for Products must identify the Products, the Product delivery location and the applicable Product charges. Ricoh will not be obligated to sell or deliver Products where such information is not provided in the Order. Customer shall be responsible for all installation, transportation and rigging expenses. Customer agrees to confirm delivery of all Products covered by the Order when the same is delivered by signing a delivery and acceptance certificate or written delivery acknowledgement. Payment for accepted purchased Products will be due and payable in accordance with this Agreement and shall not be contingent on installation of software or performance of Professional Services. The Order shall not be cancelable by Customer following acceptance by Ricoh. Ricoh reserves the right to make Product deliveries in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Customer of its obligation to accept remaining installments and remit payments as invoiced by Ricoh. Ricoh reserves the right at any time to revoke any credit extended to Customer because of Customer's failure to pay for any Products when due or for any other credit reason.

11. **Title; Risk of Loss.** Unless otherwise agreed upon by both parties in writing, Products are deemed delivered and title passes to Customer: (i) upon delivery by Ricoh to common carrier; or (ii) in the case of an arranged delivery by a local Ricoh installation vehicle, upon delivery by such vehicle to Customer shipping point. Upon delivery in either case, Customer assumes all risk of theft, loss or damage to the Products, no matter how occasioned.
12. **Returns; Damaged Products.** No Products may be returned without Ricoh's prior written consent. Only consumable goods invoiced within sixty (60) days will be considered for return. On authorized returns, Customer agrees to pay a restocking charge equivalent to thirty percent (30%) of the purchase price. Products returned without written authorization from Ricoh may not be accepted by Ricoh and are the sole responsibility of Customer. All nonsaleable merchandise (that has been opened or partially used) will be deducted from any credit due to Customer. All claims for damaged Products or delay in delivery shall be deemed waived unless made in writing and delivered to Ricoh within five (5) days after receipt of Products.

Terms applicable to all transactions:

13. **Warranty.** Ricoh agrees to perform its Services: (a) in a good and workmanlike manner; (b) using reasonable care and skill; and (c) according to the description contained in the Order. Ricoh will re-perform any Services not in compliance with this warranty and brought to Ricoh's attention in writing within a reasonable time, but in no event more than thirty (30) days after such Services are performed, which shall be an exclusive remedy for such non-compliance. Customer acknowledges that Ricoh's performance of Services is dependent upon Customer's timely and effective performance of its responsibilities. For any Products manufactured by Ricoh ("Ricoh Equipment"), Ricoh further warrants that, at the time of delivery and for a period of ninety (90) days thereafter the Ricoh Equipment will be in good working order and will be free from any defects in material and workmanship. Ricoh's obligations under this warranty are limited solely to the repair or replacement (at Ricoh's option) of parts proven to be defective upon inspection. The foregoing warranty shall not apply if (a) the Ricoh Equipment is installed, wired, modified, altered, moved or serviced by anyone other than Ricoh, (b) the Ricoh Equipment is installed, stored and utilized and/or maintained in a manner not consistent with Ricoh specifications, (c) a defective or improper non-Ricoh accessory or supply or part is attached to or used in the Ricoh Equipment, or (d) the Ricoh Equipment is relocated to any place where Ricoh services are not available. CUSTOMER ACKNOWLEDGES THAT THE LIMITED WARRANTY CONTAINED HEREIN DOES NOT ASSURE UNINTERRUPTED OPERATION AND USE OF THE RICOH EQUIPMENT. In connection with any other Product sale, Ricoh shall transfer to Customer any Product warranties made by the applicable Product manufacturer, to the extent transferable and without recourse, and Ricoh makes no additional warranty or guaranty with respect to any such third-party Products. Physical or electronic copies of any applicable Product warranty will be delivered by Ricoh to Customer only upon Customer's specific written request. All Ricoh and/or third-party software provided by Ricoh is licensed, not sold, and is subject to the server, seat, quantity and/or other usage restrictions set forth in each applicable license agreement, license terms, or subscription terms relating to such intangible property or associated services (each such license of grant of rights to access or use, a "Software License"), whether pursuant to written, click-through, shrink-wrap or other agreements for such purpose, with the licensor of the software ("Licensor") and the restrictions set forth in the Order. Ricoh has no right, title or interest in any third-party software (including any open-source software) and Ricoh makes no representations and provides no representations or warranties with respect thereto. Customer is solely responsible for entering into and complying with Software Licenses with the applicable Licensor and acknowledges that its rights and obligations with respect to such software, as well as those of the Licensor, are solely as set forth in such Software Licenses. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN OR IN THE ORDER, RICOH MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICES OR PRODUCTS PROVIDED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM INFRINGEMENT OR THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS. NO WARRANTIES ARE CREATED BY ANY COURSE OF DEALING BETWEEN THE PARTIES, COURSE OF PERFORMANCE, TRADE USAGE OR INDUSTRY CUSTOM. IN NO EVENT SHALL RICOH BE LIABLE TO CUSTOMER OR A THIRD PARTY FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF SOFTWARE, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA OR DELAY OF DELIVERY OF SERVICES UNDER THIS AGREEMENT. RICOH ASSUMES NO OBLIGATION TO PROVIDE OR INSTALL ANY ANTI-VIRUS OR SIMILAR SOFTWARE, AND THE SCOPE OF SERVICES CONTEMPLATED HEREBY DOES NOT INCLUDE ANY SUCH SERVICES.
14. **Limitations.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES, INCLUDING ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE, REVENUE OR PROFIT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE BREACHING PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR CUSTOMER'S PAYMENT OBLIGATIONS HEREIN AND ANY LIABILITY RESULTING FROM THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 9 HEREIN, THE AMOUNT OF ANY DIRECT LIABILITY OF A PARTY TO THE OTHER OR ANY THIRD-PARTY, FOR ONE OR MORE CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, SHALL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT PAID TO RICOH FOR THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT DURING THE SIX-MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF THE NON-BREACHING PARTY'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.
15. **Payment; Taxes.** Payment terms are net thirty (30) days. If invoices are unpaid and overdue, Customer agrees to pay Ricoh a late charge of five percent (5%) on any unpaid amounts or the maximum allowed by law, whichever is less, and in addition shall pay Ricoh all costs and expenses of collection, or in the enforcement of Ricoh's rights hereunder, including, but not limited to, reasonable internal and external legal costs, whether or not suit is brought. If Customer disputes a charge or charges on a given invoice, other than fixed (or minimum) fees or charges specified in an Order (which may not be disputed), then Customer shall: (a) pay all non-disputed amounts; and (b) provide prompt (but in all events, no later than ninety (90) days after receiving the invoice) written notice, with supporting documentation, of the disputed charges to Ricoh.

If Customer does not comply with the previous sentence, then all invoiced amounts shall be deemed true, correct, and accepted by Customer, and Customer shall pay the invoiced amounts in accordance with the payment terms in this Agreement. Customer will not be charged a late fee on any charges reasonably disputed by Customer in accordance with this Agreement. Ricoh has no obligation to use Customer's invoicing or billing portals, processes, methods or invoicing formats specific to Customer billing requirements. All remedies hereunder or at law are cumulative. Notwithstanding anything to the contrary in this Order, if the costs of Products or Services sold by Ricoh increases directly or indirectly due to circumstances out of Ricoh's control, including, but not limited to changes in taxes, tariffs or other market changes occurring after the effective date of the Order, then the fees and charges set forth in the Order shall be subject to an equitable adjustment to offset such cost increase. Except to the extent of any applicable and validated exemption, Customer agrees to pay any applicable taxes that are levied on or payable as a result of the use, sale, possession or ownership of the Products and/or Services covered hereunder, other than income taxes of Ricoh.

16. **Default.** In addition to any other rights or remedies which either party may have under this Agreement or at law or equity, either party shall have the right to cancel the applicable Services specified in the Order immediately: (i) if the other party fails to pay any fees or charges or any other payments required under the Order when due and payable, and such failure continues for a period of ten (10) days after being notified in writing of such failure; or (ii) if the other party fails to perform or observe any other material covenant or condition of this Agreement, and such failure or breach shall continue un-remedied for a period of thirty (30) days after such party is notified in writing of such failure or breach; or (iii) if the other party becomes insolvent, dissolves, or assigns its assets for the benefit of its creditors, or files or has filed against it any bankruptcy or reorganization proceeding. Failure to permit Ricoh to repair or replace the Serviced Products shall constitute a material breach of this Agreement and excuse Ricoh from any and all future performance hereunder. Except as expressly permitted by this Agreement, no refund or credit will be given for any early termination of this Agreement. If Customer defaults in its obligations hereunder, Ricoh may, in addition to any other remedies available at law or equity, require Customer to immediately pay to Ricoh all past due payments under the Agreement, and the Termination Fee.
17. **Non-Solicitation; Independent Contractors.** Customer agrees that during the Term of the Order and for a period of one (1) year after termination or expiration of the Order, it shall not directly or indirectly solicit, hire, or otherwise retain as an employee or independent contractor any employee of Ricoh that is or was involved with or part of the Services. The relationship of the parties is that of independent contractors.
18. **Assignment; Force Majeure.** Customer shall neither assign any right or interest arising under this Agreement nor delegate any obligations hereunder, whether voluntarily or by process of law, without the prior written consent of Ricoh. Any such attempted assignment or delegation shall be void. Ricoh shall not be liable for failure to deliver or delays in delivery of Products or Services occasioned by causes beyond Ricoh's control, including without limitation, natural disasters, extreme weather, floods, transportation suspensions or delays, infrastructure failures, utility outages, demonstrations, pandemics, epidemics, plague, outbreaks of infectious disease, public health crises (including quarantine or other employee restrictions), prohibitions or restrictions on travelling, strikes, lockout, fires, embargoes, war or other outbreak of hostilities, inability to obtain materials or shipping space, receipt of orders in excess of Ricoh's or its supplier's then-scheduled production capacity, machinery breakdowns, delays of carrier or suppliers, governmental acts and regulations (including restrictions on meeting or working in groups), unavailability of Services, personnel or materials or other causes beyond Ricoh's control ("Force Majeure Conditions"). If Force Majeure Conditions arise in a manner that, as determined in Ricoh's reasonable judgement, modify the conditions of Ricoh's performance of one or more Services in a material manner, then Ricoh will use good faith efforts to continue providing the Services; however, in that event, Ricoh may upon thirty (30) days' advance notice to Customer increase the Service Charges and other applicable fees by a reasonable amount related to the Force Majeure Conditions.
19. **Hardware Logs.** Under this Agreement, Customer may order certain hardware Products (or Customer may have independently obtained hardware products outside of this Agreement) that create and store logs concerning its operation that may include information about individual end-users, such as employees' work email addresses, IP addresses of assigned workstations, and other personal information. Ricoh, its corporate parent, and their subsidiaries and affiliates in some cases use device logs to update and upgrade the features of products, authenticate end users, and provide end-user support and other customer service. Additional information about applicable device logging features, including Customer's options for configuring those features, appears in the applicable product documentation, copies of which are available to Customer at no additional charge for Ricoh Products. Except as Customer otherwise instructs Ricoh in writing, Customer: (a) authorizes Ricoh to install and configure the Products ordered under this Agreement using its default device log settings; and (b) instructs Ricoh to process the personal information included in device logs, if any, subject to: (i) Ricoh's confidentiality and privacy obligations to Customer (if any); (ii) solely to perform under this Agreement; and (iii) in accordance with applicable law for the purposes stated above and for no other purpose.
20. **Electronic Signatures.** Each party agrees that electronic signatures of the parties on this Agreement will have the same force and effect as manual signatures.
21. **Governing Law; Entire Agreement.** This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Delaware without regard to its conflict of laws principles. The parties hereto also agree to submit to the non-exclusive jurisdiction of the courts of the Commonwealth of Pennsylvania to resolve any action under this Agreement. The Uniform Computer Information Transactions Act shall not apply to this Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained in this Agreement, supersedes all proposals, oral and written, and all other communications between the parties relating to the Products and Services and may not be amended except in writing and signed by an officer or authorized representative of both parties. Customer agrees and acknowledges that it has not relied on any representation, warranty or provision not explicitly contained in this Agreement, whether in writing, electronically communicated or in oral form. Any and all representations, promises, warranties, or statements by any Ricoh agent, employee or representative, including but not limited to, statements or representations made in sales presentations or sales proposals that differ in any way from the terms of this Agreement shall be given no force or effect. In the event of any conflict or inconsistency between the terms and conditions set forth in these Terms and Conditions for Order Agreement and those contained in the Order, the terms and conditions of the Order shall control; provided, however, purchase orders issued to Ricoh for Products and/or Services, even if they do not

RICOH

expressly reference or incorporate this Agreement, shall: (i) be subject to this Agreement; (ii) serve only to identify the Products and/or Services (along with pricing and quantities) ordered; and (iii) not be deemed to alter or otherwise modify the terms and conditions of this Agreement. The delay or failure of either party to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of such provision or affect the right of such party thereafter to enforce each and every provision of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable. Ricoh may accept the Order under this Agreement by either its signature or by commencing performance (e.g., Product delivery, initiating Services, etc.). Ricoh may accept or reject any order in the exercise of its discretion and may rely upon each order submitted by Customer as a binding commitment. No local, general or trade custom or usage or course of prior dealings between the parties shall be relevant to supplement or explain any term used herein. Ricoh shall comply with all laws directly applicable to its performance under this Agreement in delivering Products and Services. This Agreement may be executed in one or more counterparts which, taken together, shall constitute one and the same original document. Any notices required under this Agreement should be sent to: Ricoh USA, Inc., 3095 Satellite Blvd., Building 800, Suite 300, Duluth, GA 30096.

DRAFT

AMUSEMENT ATTRACTIONS RIDES AND CONCESSIONS

William Purdy, President

13007 WHITNELL WAY

RIVERVIEW, FL 33579

CONTACT #612-801-2712

MEMORANDUM OF AGREEMENT

1. This contract made and entered into this, the 12th day of November, A.D., 2025 by and between Amusement Attractions (also referred to as Carnival), Party of the first part and the Town of Ashland City of the second part.
2. Witnesseth: - That for and in consideration of the sum of one dollar in hand paid to each other, the receipt of which is herein acknowledged, and other good valuable consideration hereinafter set forth, both parties aforesaid bind themselves as follows:
3. That part of the first part agrees to present their company consisting of high class pay shows, riding devices, concessions, etc., to the Town of Ashland City, TN for the period of 5 days and nights commencing for the June 2nd-6th, 2026, June 8th-12th, 2027, June 6th-10th, 2028, dates inclusive. The party of the first part is also to furnish tickets. The party of the second part to provide a suitable location of grounds, known as Riverbluff Park in Ashland City, TN.
4. That all shows, riding devices, concessions and minor privileges shall be under management and control of the first part.
5. Carnival is to have and hold the exclusive on rides and shows during the life of this contract. Carnival will not enter into any sublet to assignment agreement for the duration and performance of this contract without the express permission of the Town of Ashland City.
6. Carnival will furnish the fair a certificate of insurance showing the Town of Ashland City as additional insured, or the owner or lessee of any premises used

by named insured, but only with respect to an accident arising out of business relative to carnival.

7. Carnival agrees to personnel policy in effect that includes background checks and drug testing on all employees. Carnival also agrees not to hire any employees that have a criminal record relating to any type of crimes that were sexual in nature.
8. That: Party of the first part shall have the exclusive on all rides and games, unless otherwise stated herein, during the life of this contract.
 - A. Amusement Attractions will pay 25% of ticket box revenue and will provide an accounting record of said fees to the records office.
 - B. All armbands will be \$25 and each armband will have a \$5 free credit on them.
 - C. The Town of Ashland City will provide restroom facilities, trash dumpsters, and water connections.
 - D. Amusement Attractions will provide an insurance certificate to the Town of Ashland City, Tn PO Box 36, Ashland City, TN 37015 with a minimum of \$1,000,000.
 - E. Amusement Attractions will provide 15-21 rides and 15-21 concessions
 - F. In the event of any lawsuits due to injury of a third party due to liability of the party of the first part, the party of the first part shall indemnify and hold party of the 2nd part harmless including reimbursement of attorney fees.
 - G. Amusement Attractions will provide 150 Wristbands to the town of Ashland City for use by the employees at no cost.
9. That it is mutually agreed by both parties hereto that there is no other contract or promise, either written or verbal existing between them, and that this contract is subject to the approval of the above-named shows, either by wire or letter.
10. In case of sickness or death of the performer, then the party of the first part shall have a reasonable length of time to replace such performer. In case of railroad accident or delay, strikes, fire, flood, cyclone, epidemic, or unforeseen occurrence over which the party of the first cannot control, then they are not to be held for damages by party of the second part.
11. This contract entered into signed in duplicate in the City of Riverview of Florida, this the 12th day of November A.D. 2025, by the duly authorized representatives of the parties of the first part and in the City of Ashland City, TN

on this the _____ day of _____, 2025 by the duly authorized
representatives of the parties of the second part.

AMUSEMENT ATTRACTIONS

BY: 

Party of the first part

TOWN OF ASHLAND CITY

BY: _____

Party of the second part

RESOLUTION NO. 2025-47

A RESOLUTION AUTHORIZING THE TOWN OF ASHLAND CITY TO APPLY FOR THE \$2000.00 (TWO THOUSAND DOLLARS) PEP 50/50 MATCHING CYBER SECURITY GRANT.

WHEREAS the Town of Ashland City recognizes the importance of maintaining secure, reliable, and modern cyber security measures to protect municipal operations, sensitive data, and public services; and

WHEREAS the Town is eligible to apply for the Public Entity Partners (PEP) 50/50 Matching Cyber Security Grant, which provides funding assistance to strengthen and improve cyber security infrastructure; and

WHEREAS the Town of Ashland City desires to pursue this grant opportunity to enhance cyber protection, mitigate cyber risks, and support the continued safe operation of municipal systems; and

WHEREAS the grant of \$2000.00 (Two Thousand Dollars) requires a 50/50 match, which PEP will provide \$1000.00 (One Thousand dollars) and the Town is willing and able to provide \$1000.00 (One Thousand Dollars) upon award of the grant; and

WHEREAS it is in the best interest of the Town to apply for the PEP Cyber Security Grant in order to improve the security and resilience of the Town's information technology resources.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF ASHLAND CITY, TENNESSEE, that:

1. The Town of Ashland City is hereby authorized to apply for the PEP 50/50 Matching Cyber Security Grant.
2. The Town agrees to provide the required 50% matching funds should the grant be awarded in the amount of \$1000.00 (One Thousand Dollars).

BE IT FURTHER RESOLVED that this Resolution shall take effect upon adoption, the public welfare requiring it.

_____ **VOTING IN FAVOR**

_____ **VOTING AGAINST**

MAYOR GERALD C. GREER

CITY RECORDER MARY MOLEPSKE