

ORDINANCE NO. 2225-23

AN ORDINANCE AUTHORIZING THE EXECUTION OF A CERTAIN COPIER LEASE  
AND MAINTENANCE AGREEMENT—IMPACT NETWORKING

BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Hawthorn Woods, Illinois, that the Mayor and Village Clerk be, and the same, are hereby authorized and directed to execute a Lease and Maintenance Agreement with Impact Networking, in substantially the form attached hereto as Exhibit "A", and, by this reference, made a part hereof.

The foregoing Ordinance was adopted on February 27, 2023 by a roll call vote as

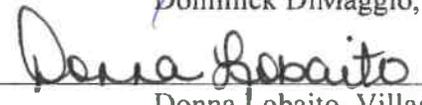
follows:

AYES: Kaiser, McCarthy, Rychlik, Bayer, Hurst

NAYS: 0

ABSENT AND NOT VOTING: David

APPROVED:   
Dominick DiMaggio, Mayor

ATTEST:   
Donna Lobaito, Village Clerk

ADOPTED: February 27, 2023

APPROVED: February 27, 2023



Exhibit "A"

TOTAL IMAGE MANAGEMENT SM

Agreement No. TB

This Agreement has been written in "Plain English". When we use the words You and Your in this Agreement, we mean the Customer described below. When we use the words We, Us, and Our, we mean Impact Networking, LLC. Our address is 13875 W. Boulton Blvd., Lake Forest, IL 60045.

|  |   |  |
|--|---|--|
| CUSTOMER INFORMATION   | Customer Name<br><b>Village of Hawthorn Woods</b>   | Agreement Number                             |
|  | Billing Street Address/City/County/State/Zip<br><b>2 Lagoon Drive, Hawthorn Woods, IL 60047</b> | Customer Phone Number<br><b>847.540.5222</b> |
| Supplier Name, Address, Phone ("SUPPLIER")<br><b>Impact Networking, LLC, 13875 W. Boulton Blvd., Lake Forest, IL 60045</b> |   | Federal Tax ID Number                        |

| EQUIPMENT | Make / Model / Accessories | Serial Number | Starting Meter |
|-----------|----------------------------|---------------|----------------|
| 13        | Kvocoero TaskAlfa 4054ci's |               |                |

|   |   |   |
|---|---|---|
| <b>RENTAL TERMS</b><br>Term in Months<br><u>48</u> (months) | <b>RENTAL PAYMENT AMOUNT</b><br>\$ <u>835.21</u> (plus applicable taxes)<br>Rental Payment Period is Monthly Unless Otherwise Indicated | Documentation Fee/Origination Fee: \$150.00<br>Supplier Fuel/Freight Fee: \$19.50 per month<br>Total Number Advance Payments <u>1</u><br>Total Advance Payment Amount: \$ <u>835.21</u> |
|---|---|---|

Overage Meter Frequency:  Monthly  Quarterly  Semi-Annual  Annual

| Monthly Copy Allowance: |           |            |           | Overage Copy Charge: |              |            |              |
|-------------------------|-----------|------------|-----------|----------------------|--------------|------------|--------------|
| Meter Type              | Allowance | Meter Type | Allowance | Meter Type           | Overage Rate | Meter Type | Overage Rate |
| B&W                     | 10,833    |            |           | B&W                  | .008         |            |              |
| Color                   | 2,500     |            |           | Color                | .035         |            |              |

END OF TERM OPTIONS

You will have the following options at the end of the original term, provided the Lease has not terminated early and no event of default under this Lease has occurred and is continuing.

Fair Market Value Purchase Option  \$1.00 Purchase Option  Fixed Price Purchase Option of 9% of Total Cash Price

YOU HAVE SELECTED THE EQUIPMENT DESCRIBED ABOVE (SUCH EQUIPMENT TOGETHER WITH ANY AND ALL ACCESSORIES, ACCESSORIES, ADDITIONS AND REPLACEMENTS THERE TO, THE EQUIPMENT, THE SUPPLIER AND ITS REPRESENTATIVES ARE NOT AGENTS OF ANY ASSIGNEE OF OWNER AND ARE NOT AUTHORIZED TO MODIFY THE TERMS OF THIS AGREEMENT. YOU ARE AWARE OF THE NAME OF THE MANUFACTURER OF EACH ITEM OF EQUIPMENT AND YOU WILL CONTACT EACH MANUFACTURER FOR A DESCRIPTION OF YOUR WARRANTY RIGHTS. WE MAKE NO WARRANTIES TO YOU, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY OR OTHERWISE. WE PROVIDE THE EQUIPMENT TO YOU AS-IS. YOU AGREE TO USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS, AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES. WE SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES. WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED WITH RESPECT TO THE LEGAL, TAX OR ACCOUNTING TREATMENT OF THIS AGREEMENT AND YOU ACKNOWLEDGE THAT WE ARE AN INDEPENDENT CONTRACTOR AND NOT A FIDUCIARY OF CUSTOMER. YOU WILL OBTAIN YOUR OWN LEGAL, TAX AND ACCOUNTING ADVICE RELATED TO THIS AGREEMENT AND WILL MAKE YOUR OWN DETERMINATION OF THE PROPER AGREEMENT TERM FOR ACCOUNTING PURPOSES.

ALL RIGHTS TO A JURY TRIAL, THIS AGREEMENT SHALL BE DEEMED FULLY EXECUTED AND PERFORMED IN ILLINOIS OR THE STATE OF OWNER OR ITS ASSIGNEE'S PRINCIPAL PLACE OF BUSINESS, AS ELECTED BY OWNER OR ITS ASSIGNEE, AND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH SUCH LAWS. IF THIS AGREEMENT IS ASSIGNED, YOU AGREE THAT ANY DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT WILL BE ADJUDICATED IN THE FEDERAL OR STATE COURT WHERE THE ASSIGNEE'S CORPORATE HEADQUARTERS IS LOCATED AND WILL BE GOVERNED BY THE LAWS OF THAT STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN THAT COURT AND WAIVE ANY RIGHT TO TRANSFER VENUE. YOU HEREBY IRREVOCABLY SUBMIT GENERALLY AND UNCONDITIONALLY TO THE JURISDICTION OF ANY SUCH COURT TO BE EXERCISED BY THE OWNER OR ITS ASSIGNEE IN RELATION TO SUCH MATTERS.

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 TO 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 ALSO ASK TO SEE IDENTIFYING DOCUMENTS. BY SIGNING THIS AGREEMENT, YOU ACKNOWLEDGE RECEIPT OF PAGES 1 AND 2 OF THIS AGREEMENT AND AGREE TO THE TERMS OF PAGES 1 AND 2. 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 TO PROTECT YOU AND US FROM MISUNDERSTANDING OR DISAPPOINTMENT. ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

You agree that by providing a telephone number to a cellular or other wireless device, you are consenting to receiving communications from us, our affiliates and agents for non-marketing purposes at that number, including, but not limited to, pre-recorded and artificial voice messages, text messages and calls from automated telephone dialing systems. These calls may incur fees from your cellular provider, and this consent applies to each such telephone number you provide to us now or in the future.

TERMS AND CONDITIONS

1. **COMMENCEMENT OF AGREEMENT:** Commencement of this Agreement and acceptance of the Equipment shall occur upon delivery of the Equipment to you ("Commencement Date"). To the extent that the Equipment includes intangible property or associated services such as periodic software licenses and program database subscription rights, such intangible property shall be referred to as "Software". You understand and agree that we have no right, title or interest in the Software and you will comply throughout the Rental Term (Term) of this Agreement 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 Commencement Date of this Agreement. You agree to inspect the Equipment upon delivery and verify by telephone or in writing such information as we may require. If you signed a purchase order or similar agreement for the purchase of the Equipment, by signing this Agreement you assign to us all of your rights but none of your obligations under all attachments, accessories, replacements, replacement parts, substitutions, additions and repairs to the Equipment shall form part of the Equipment under this Agreement.

2. **MONTHLY CHARGES:** Each month during the Term of this Agreement, you agree to remit to us the Monthly Payment and all other sums when due and payable at the address we provide to you from time to time. In return for the Rental Payment, you are entitled to produce the Monthly Copy Allowance for each applicable copy type each month. 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 cash and cash equivalents are not acceptable forms of payment for this Agreement and that you will 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. Rental Payments will include any freight, delivery, installation and other expenses we incur on your behalf at your request. You also agree to pay us the applicable Overage Copy Charge (plus applicable taxes) for each metered image that exceeds the applicable Monthly Copy Allowance for each copy type. You acknowledge that the Equipment includes a separate meter for each copy type and that you understand the differences between the copy types. We may estimate the number of images produced if you do not provide us with meter readings within seven (7) days of request. We will adjust the estimated charge for excess images upon receipt of actual meter readings. Notwithstanding any adjustments, you will never pay us less than the Rental Payment. You agree that after the first twelve (12) months of the Term for any extension or renewal of this Agreement, and at the end of each following twelve (12) month period hereafter, the Rental Payments and Overage Copy Charges may be increased by an amount equal to the lesser of (a) up to 15% of the Rental Payments and Overage Copy Charges in effect at the end of the prior twelve (12) month period or (b) the maximum percentage permitted by applicable law. At our option, you will (a) provide us by telephone or otherwise the actual meter readings when requested by us, (b) provide us (or our agent) access to the Equipment to obtain meter readings or (c) allow us (or our agent) to attach an automatic meter reading device to the Equipment. We may install any automatic meter reading device periodically. Rental Payments are due whether or not you receive an invoice. If you have a dispute with the Supplier regarding the Equipment or any service, repair or maintenance of the Equipment (excluding without limitation any Equipment designated "Service Only"), you shall continue to pay us all Rental Payments and Overage Copy Charges without deduction or withholding of any amounts. You authorize us to adjust the Rental Payments by not more than 15% to reflect any reconfiguration of the Equipment or adjustments to reflect applicable sales taxes or the cost of the Equipment by the manufacturer and/or Supplier. You agree to pay us the monthly payment from and including the Commencement Date through, but not including the payment due date of the month next following the Commencement Date (the "Interim Rent Period") at a rate equal to 1/12th of the Monthly Payment set forth herein for each calendar day during the Interim Rent Period.

|  |  |
|--|--|
| <b>OWNER ("We", "Us")</b><br>Impact Networking, LLC    | <b>CUSTOMER ("You")</b><br>Village of Hawthorn Woods   |
| By: X _____<br>Name: _____<br>Title: _____ Date: _____ | By: X<br>Name: <b>Dominick D. Maggio</b> Mayor<br>Date: <b>2/27/23</b> Federal Tax ID: <b>36-2626116</b> |



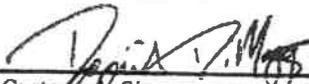
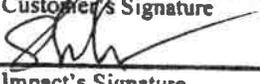


**"DEFAULT:** Customer shall be in default under this Agreement if Customer: (i) fails to make any payment to Impact or its agent within thirty (30) days of when due or (ii) breaches any other term or condition included in this Agreement and Customer fails to cure any such breach within ten (10) days. In the event of a default, Impact may, in addition to other remedies, (i) refuse to service the Equipment until payment in full, including any late payment fees, are made; (ii) declare any and all sums (including penalties) which are due under the terms of this Agreement to be immediately due, (iii) furnish service on a C.O.D. "per call" basis at published rates; (iv) terminate this Agreement in writing but without advance notice; and/or (v) exercise any and all other remedies to which it may be entitled. The Customer agrees to pay Impact for all costs and expenses, including reasonable attorney's fees, incurred by Impact in establishing or enforcing its right hereunder."

5. Section 26 entitled "Attorneys Fees and Litigation Costs" shall be deleted in its entirety.

All other terms and conditions of the Agreement shall remain unchanged and in full force and effect. All handwritten, typed or "red-lined" additions and/or deletions on the Agreement are null and void and of no force or effect. The changes contained in this Addendum shall apply to only the Agreement to which it is incorporated and is not a precedent for future lease transactions.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Agreement on the dates shown below.

|   |                          |                     |                |
|---|--------------------------|---------------------|----------------|
|   | <u>Dominick DiMaggio</u> | <u>Mayor</u>        | <u>2/27/23</u> |
| Customer's Signature  | (Print name)             | (Title)             | (Date)         |
|  | <u>Patrol</u>            | <u>VPO of Admin</u> | <u>11/6/23</u> |
| Impact's Signature  | (Print name)             | (Title)             | (Date)         |

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AGREEMENT NUMBER

# Print Maintenance Agreement

### CLIENT INFORMATION

Village of Hawthorn Woods

CLIENT FULL LEGAL NAME

Donna Lobaito

CLIENT CONTACT

2 Lagoon Drive

CLIENT ADDRESS

Hawthorn Woods

IL

60047

CITY

STATE

ZIP

Dlobaito@vhw.org

CLIENT EMAIL

847.540.5222

CLIENT PHONE

CLIENT FAX

### IMPACT INFORMATION

Impact Networking, LLC

IMPACT FULL LEGAL NAME

Plate

Fisher

IMPACT ACCOUNT MANAGER

IMPACT BRANCH MANAGER

13875 W Boulton Blvd

ADDRESS

Lake Forest

IL

60045

CITY

STATE

ZIP

aplate@impactnetworking.com

IMPACT ACCOUNT MANAGER EMAIL

847.473.7142

IMPACT PHONE

IMPACT FAX

### AGREEMENT TYPE

Basic Maintenance Agreement

MPS Basic Agreement

Includes auto meters for networked devices.

MPS Platinum Agreement

Includes MPS Basic plus auto toner fulfillment and proactive service for properly reporting networked devices.

#### Each Agreement includes:

- 3 hour response time guaranteed with state-of-the-art call system.
- Emergency calls available 7 days a week / 24 hours a day.
- Full line factory trained technicians.
- All parts replaced at no charge (unless otherwise noted.)
- Proactive preventative maintenance, including 100% labor and parts.

### EFFECTIVE DATES OF THIS AGREEMENT

Delivery

+ 48 Months

48

START DATE

END DATE

TERM (MONTHS)

### BASE IMAGE BILLING

Monthly  Quarterly

Semi-Annually  Annually

### EXCESS IMAGE BILLING

Monthly  Quarterly

Semi-Annually  Annually

### COVERED DEVICE(S) OR GROUP(S)

(3) Kyocera TaskAlfa 4054ci

| Base Amount | Image Allowance |       | Excess Image Charge |       |
|-------------|-----------------|-------|---------------------|-------|
|             | B&W             | COLOR | B&W                 | COLOR |

|          |        |       |      |      |
|----------|--------|-------|------|------|
| In Lease | 10,833 | 2,500 | .008 | .035 |
|----------|--------|-------|------|------|

See attached Schedule A

Total Payment Amount

In Lease

### NOTES / SPECIAL INSTRUCTIONS

# Impact

## Print Maintenance Agreement

### TERMS AND CONDITIONS

THIS PRINT MAINTENANCE AGREEMENT (THE "AGREEMENT") IS BETWEEN "IMPACT" AND THE "CLIENT" INDICATED ON THE REVERSE SIDE OF THESE TERMS AND CONDITIONS. IMPACT AND CLIENT MAY SOMETIMES BE REFERRED TO AS A "PARTY." THIS AGREEMENT INCLUDES ALL SUPPLIES EXCEPT STAPLES AND PAPER. ALL CONTRACTS THAT INCLUDE SUPPLIES ARE BASED ON MANUFACTURER'S SPECIFIED YIELD AT 5% PRINT OR COPY COVERAGE. ANY ADDITIONAL SUPPLIES BEYOND THIS SPECIFICATION WILL BE CHARGED TO THE CLIENT AT NORMAL SUPPLY RATES. FREIGHT FOR DELIVERY OF SUPPLIES AND PARTS IS CHARGED TO THE CLIENT ON ALL AGREEMENTS. ANY COMES ABOVE THE STATED AMOUNT WILL BE BILLED AT THE EXCESS IMAGE CHARGE. IDENTIFIED ON PAGE 1 OF THIS AGREEMENT. NO SERVICE WILL BE PERFORMED UNTIL PAYMENT IS RECEIVED. THIS AGREEMENT IS NON-CANCELLABLE FOR THE TERM SPECIFIED, EXCEPT AS PROVIDED HEREIN. TERMS AND CONDITIONS HEREOF ARE INCORPORATED IN AND MAKE PART OF THIS AGREEMENT.

**1. SCOPE OF SERVICES:** The charges established by this Agreement include payment for maintenance by Impact Networking, LLC, its subsidiaries and/or affiliates (hereinafter referred to as "Impact") during normal business hours, replacement, adjustment, parts replacement, drums and cleaning material required for the proper operation as determined by Impact. Paper and staples must be separately purchased by customer.

This Agreement covers both the labor and the material for adjustments, repairs and replacements of parts as required under normal use of the equipment except as hereinafter provided. Damage to the equipment or its parts, including loss of data, abuse, negligence, incorrect power and/or wiring, or causes beyond Impact's control are not covered. In addition, Impact may terminate this Agreement in the event the equipment is modified, damaged, altered or destroyed, or otherwise other than those employed by Impact.

**2. LABOR PERFORMED:** Labor performed during a service call includes labor, on-site cleaning of the equipment and adjustment, repair or replacement of parts. All parts necessary for the normal maintenance of the equipment and subject to the general scope of coverage, will be furnished free of charge during a service call included in the maintenance service provided by this Agreement, unless otherwise noted.

**3. SERVICE LIMITATIONS:** Customer agrees Impact will not be required to make adjustments, repairs or replacements make necessary resulting from (i) unauthorized third parties performing any maintenance, repair or replacement, (ii) Customer modifying, relocating, damaging (including without limitation, unreasonable access) or using the Equipment (including without limitation, the spilling of toner or other substance in the machine and the breaking of his, her, or its, cassette, etc.) (iii) unauthorized equipment alteration and tampering or interference with non-compatible equipment, (iv) obsolete equipment or components device beyond repair in the sole judgment of Impact, (v) placing the Equipment in an area that contains not conform to environmental requirements (including without limitation, excessive dust, chemical residues, abnormal high or low temperatures), (vi) telephone or electrical power failure (iii) strikes, accidents, embargoes, or war, (iv) Acts of God, lightning or other natural events, (viii) storage of power supplies, or (ix) Customer using toner, or, processing units, wax, film, etc., from any source other than a service provider authorized by Impact. If repair/replace is made necessary resulting from any of the above, affected equipment, parts or other materials necessary to complete the repair, replacement or replacement, Impact may either (a) provide such maintenance and bill to Customer at Impact's then current rates for labor and parts (with a 15% fee due and payable in full upon receipt of invoice) or (b) terminate this Agreement. Customer agrees that Impact will not be required to make adjustments, repairs or replacements if Impact is not provided reasonable access to the equipment.

**4. ADVANCE INSPECTION:** Impact reserves the right to inspect all equipment to be covered under this Agreement by determining its mechanical condition. Equipment that is identified as requiring immediate repair will be deemed to be Customer's equipment, at its option, to have and who retaining at the time when such notice is given or when such parts or may need to have the unit removed from the Agreement.

**5. REMOVAL MAINTENANCE:** During the term of this Agreement, Impact agrees to perform the maintenance and repair that will keep the Equipment in good working order and condition, normal wear and tear excepted. If Impact is notified by Customer during the term of this Agreement that the equipment is not in good working condition, Impact will, during Impact's established normal service hours, make necessary adjustments and repairs including replacement of parts. If parts are included as part of the terms of this Agreement, all parts are not included in this Agreement. Impact will promptly provide a quote for the appropriate parts.

Impact's normal service hours are 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding non-days. Impact may, from time to time adjust these hours as may be required in the course of service, at which time the customer will be advised. Customer agrees to pay for all travel and labor time after Impact's normal service hours, on weekends and on holidays at overtime rates in effect at the time the service call is made. Impact charges 25% a service call during 8:00-7:00 P.M. Applicable rates will be given at time of call. Service of times other than Impact's established normal service hours may be furnished on an "as available basis" at published rates shown in effect. Notice that parts may have been used and/or replacement parts that have been replaced will remain the property of Impact.

**6. RECONDITIONING:** When, in its sole discretion, Impact determines a shop responsibility to recondition to keep the equipment in working condition, Impact will submit to Customer an estimate of needed repairs and the cost thereof, which will be in addition to any other charges payable under this Agreement, including the quoted portion of the maintenance charge. If the quoted service will be available by Impact on a per call basis at Impact's published rates.

**7. CUSTOMER RESPONSIBILITY:** Customer will be responsible for daily care and cleaning of the top glass during equipment replenishing toner, replacing paper and cleaning parts, etc., (where applicable). Customer also agrees to provide suitable electrical service and maintain proper environmental conditions.

**8. TERMINATION:** This Agreement shall terminate if the equipment is not maintained in accordance with the terms of this Agreement. Customer shall continue to pay for the agreed only volume of toner, which shall be 10% of the original volume of toner, unless otherwise indicated. This Agreement shall be renewed automatically unless Customer notifies Impact in writing, not less than 90 days prior to the renewal date. Impact reserves the right to cancel this contract if the agreement is not renewed within 90 days of the expiration date. (12) months of the term of any agreement or renewal of this Agreement, and all the end of each following twelve (12) month period thereafter. Maintenance charges shall be subject to change without notice and without obligation of notice to the customer.

**9. CHARGES:** The initial charge for maintenance under this Agreement shall be the amount set forth on the front page of the Agreement. The Customer agrees to pay all additional charges for maintenance provided hereunder 30 days from the date of invoice for such charges. A late payment fee of 1.5% per month or the maximum rate permitted by law, whichever is less, shall be charged on all overdue amounts from the date of invoice until paid. The Customer understands that alterations, adjustments or modification changes may require an increase in maintenance charges. Customer agrees to pay such charges promptly when due.

**10. SUPPLIES:** Toner-inclusive contracts are based on manufacturer supply consumption rates. Impact will determine and deliver supplies in accordance with agreed upon usage. Use of excess supply products above the monthly usage may result in additional charges. Toner may be OEM original or non-OEM at the discretion of the Normal Product.

**11. PERFORMANCE OF EQUIPMENT AND USE OF OUTSIDE SUPPLIES:** The equipment being used in this Agreement is for excellent performance by Impact and its affiliates, including, developer, laser and fuser, etc. If the Customer has supplied other than the supplies specifically manufactured for the use in the equipment that is covered and such supplies are defective or not acceptable for use in the equipment, and they cause service problems or normally required service calls, or damage the equipment, then Impact may, at its option, terminate this Agreement and refund the cost of the maintenance charges. In that event, the Customer will be offered service on a "per call" basis at prevailing rates, as Impact may, at its option, decline to make a service call. Impact may also decline to service the equipment for the purpose of covering the equipment to use supplies of a different manufacturer other than those supplied to them being used. It is not a condition of this Agreement, however, that the Customer use only Impact authorized supplies.

**12. METER READINGS:** Customer agrees to provide Impact with accurate meter readings based on the reading from the front of this Agreement, or if mutually agreed upon, to provide Impact with timely access to all equipment to which Impact may obtain meter readings as required. If accurate meter readings are not provided, or if timely access is not provided, Impact reserves the right to estimate the meter reading from previous meter readings.

**13. TONER CARTRIDGE EXCHANGE:** Should it be determined that toner supplies, provided by Impact are exchanged at a percentage of 15-18% or higher on a consistent basis, be determined by Impact the customer will incur a charge for the following toner needed OR an account review must be held to determine a price escalation to cover the additional charges. The early exchange of toner cartidges/units incurs additional costs to impact that must then be assumed by the Customer. Initial contract pricing is based upon the use of cartridges supplied by Impact to a level of 7% and below, which the Customer agrees to by entering into this Agreement.

**14. IMPACT'S SUPPLY RETURN POLICY:** In the event of a defective supply, the customer will notify Impact Networking and receive instructions on the proper return of the defective unit. Impact Networking will supply the prepaid means by which to return the unit. It is the Customer's responsibility to ensure the defective item is returned following the instructions and return label provided within 5 business days of receipt of the replacement supply. If the product is not returned within the stated time period, or at least shown as shipped with Tracking number, the customer will be charged a retail value of the provided replacement supply.

**15. COPIES OF THE PRINTED AT THE VALUE OF THE PARTS:** Should it be determined that a greater repair will exceed 125% of the determined value of the device, as determined by Impact, the device will be considered non-repairable and be replaced/covered for coverage. Replacement devices may be provided by Impact at a percentage discount from retail but be determined by contractual value.

**16. WORKING PRINTS:** EXCEPT AS IMPLIED, IMPACT MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE. ON ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, IMPACT SHALL NOT BE LIABLE FOR DELAYS IN MAKING REPAIRS OR FOR SPECIAL OR CONSEQUENTIAL DAMAGES CAUSED BY ANY REASON.

**17. LIABILITY:** IMPACT SHALL NOT BE HELD RESPONSIBLE FOR TONER AND SUPPLIES UNDER THIS AGREEMENT. IMPACT SHALL NOT BE HELD LIABLE TO CUSTOMER OR ANY OTHER PARTY FOR ANY PERSONAL INJURY OR DEATH, CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, REVENUE OR PROFIT, IMPACT WILL NOT BE LIABLE FOR ANY DELAY OR FAILURE TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT OR ITS REASONABLE CONTROL, INCLUDING WITHOUT LIMITATION, PERFORMANCE SERVICES AS A RESULT OF LABOR BY IMPACT AS HAZARDOUS TO HEALTH AND SAFETY, ACTS OF GOD OR GOVERNMENT, LABOR DIFFICULTIES OR FAILURE OF IMPROPER TRANSPORTATION, TELEPHONE OR POWER LINE, OR EVEN THE IMPACT BE LIABLE FOR LOSS OF DATA OR INFORMATION IN SUPPLYING SERVICE, REPAIR OF, OR ATTEMPTS TO REPAIR THE EQUIPMENT BY CUSTOMER OR BY AGENTS, REPRESENTATIVES, OR EMPLOYEES OF IMPACT.

**18. WARRANTIES:** With respect to, arising from, or in connection with this Agreement, or from manufacture, maintenance, repair or use of any Equipment, Customer agrees to release, defend and hold harmless Impact and its agents, representatives, employees from and against any and all claims, liabilities, damages, losses, costs and expenses of every kind and nature (including reasonable attorney's fees) arising from any injury or damage to any person, property, or business, including, however, any of the foregoing resulting from or from the gross negligence or willful or wanton misconduct of Impact or its agents, representatives or employees.

**19. LOCATION OF EQUIPMENT:** Customer agrees to keep the Equipment at the installation address and shall not move it from that location without prior written consent of Impact, which shall not be unreasonably withheld. Customer shall be responsible for all costs associated with relocation. If the Equipment is moved to a new location, Impact shall have the right to charge a new rate for the new location and Customer agrees to pay the difference between the old rate and the new rate.

Customer agrees that it shall not move any Equipment that is subject to this Agreement, or any subsequent agreement between Impact and Customer, beyond Impact's service area. If the Equipment is moved beyond Impact's service area, Impact may elect to cancel this Agreement and will refund the unused portion of the maintenance charge. Impact will credit the unused portion of the Agreement towards a new equipment maintenance covering the new equipment at the published price in effect at the time of the upgrade for a one year period.

**20. DEFAULT:** Customer shall be in default under this Agreement if Customer (i) fails to make any payment to Impact or its agent within 30 days of when due or (ii) breaches any other term or condition indicated in this Agreement and Customer fails to cure any such breach within 10 days. In the event of a default, Impact may, at its option, in whole or in part, (a) refuse to service the Equipment until payment in full, including any late payment fees, are made; (b) declare in default all sums (including penalties) which are due under the terms of this Agreement to be immediately due; (c) furnish service on a C.O.D. "per call" basis at published rates; (d) terminate this Agreement without advance notice; and (v) enforce any and all other remedies to which it may be entitled. The Customer agrees to pay Impact for all costs and expenses, including reasonable attorney's fees, incurred by Impact in enforcing its rights hereunder.

**21. TAXES:** Customer shall be responsible for all sales tax, use tax or other taxes (including without limitation, personal property taxes) accessible on the Equipment and fees charged relative to this Agreement. Customer agrees to reimburse Impact for all amounts due and payable by Impact in discharge of the foregoing taxes. Customer shall not be responsible for taxes imposed on Impact's gross or net income.

**22. NOTICE:** Notices required under this Agreement shall be written and sent to Impact at 1575 West Boulton Boulevard, Suite 1000, St. Louis, MO 63043 and to the Customer at the "bill to address" mentioned on the front side of this Agreement. A notice will be effective upon date of posting.

**23. GOVERNING LAW:** This Agreement shall be interpreted, enforced, governed and construed exclusively according to the laws of the State of Illinois.

**24. ENTIRE AGREEMENT:** The Parties agree that any dispute arising from or in connection with this Agreement or related to any matter which is the subject of this Agreement shall be subject to the exclusive jurisdiction of the State and Federal Courts of Illinois. In the event of any claim regarding a dispute arising from or in connection with this Agreement or related to any matter which is the subject of this Agreement that is brought in State Court, the Circuit Court of Cook County, Illinois shall have exclusive jurisdiction over such dispute. In the event of any claim regarding a dispute arising from or in connection with this Agreement or related to any matter which is the subject of this Agreement that is brought in Federal Court, the United States District Court for the Northern District of Illinois shall have exclusive jurisdiction over such dispute.

**25. ASSIGNMENT:** This Agreement shall be binding on Impact unless approved and executed by the President of Impact.

**26. ENTIRE AGREEMENT:** This document constitutes the entire Agreement between the Parties and supersedes all prior agreements, proposals and communications, whether written or oral, concerning the subject matter of this Agreement. Impact shall not be bound by any modification or waiver of the Agreement unless agreed to in writing. Any such writing must be approved and executed by the President of Impact.

### ACCEPTANCE

Impact agrees to furnish the Client in accordance with the terms and conditions of this Agreement. This contract is for the number of months (Term) or the stated number of images, whichever comes first, indicated on page 1. Any images above the stated amount will be billed at the Excess Image Charge. Client and Impact acknowledge that they have read this Agreement and the Terms and Conditions above have caused this Agreement to be duly executed by their respective authorized representatives, and hereby agree as set forth herein.

#### CLIENT (OBLIGOR)

*[Signature]*  
 CLIENT AUTHORIZED SIGNATURE  
**Dominick Di Maggio**  
 CLIENT FIRST AND LAST NAME PRINTED  
*[Signature]*  
 CLIENT TITLE  
 DATE AND SIGNATURE

#### IMPACT

*[Signature]*  
 IMPACT AUTHORIZED SIGNATURE  
 IMPACT FIRST AND LAST NAME PRINTED  
 IMPACT TITLE  
 DATE IMPACT SIGNED







POINTS OF CONTACT

ACCOUNTS PAYABLE

Name Danette Russell  
 Title Finance Manager  
 Address 2 Lagoon Dr.  
 Phone (847) 847-3529  
 Email DRussell@vhw.org

SOLUTIONS

Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Address \_\_\_\_\_  
 Phone \_\_\_\_\_  
 Email \_\_\_\_\_

IT DEPARTMENT

Name Graham Brown  
 Title \_\_\_\_\_  
 Address \_\_\_\_\_  
 Phone (847) 247-0700 x 122  
 Email Brown@netabn.com

PROACTIVE SERVICE CONTACT

Name Donna Lobaito  
 Title CAO  
 Address 2 Lagoon Dr.  
 Phone (847) 540-5222  
 Email DLobaito@vhw.org

METER READS

Dept. Administration  
 Name Donna Lobaito  
 Title CAO  
 Address 2 Lagoon Dr.  
 Phone (847) 540-5222  
 Email DLobaito@vhw.org

OTHER

Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Address \_\_\_\_\_  
 Phone \_\_\_\_\_  
 Email \_\_\_\_\_

CONFIRMATION OF SUPPLY ORDERS

Dept. Finance  
 Name Danette Russell  
 Title Finance Manager  
 Address 2 Lagoon Dr.  
 Phone (847) 847-3529  
 Email DRussell@vhw.org



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## ADDENDUM TO AGREEMENT

This Addendum (“Addendum”) is attached to and made part of the Print Maintenance Agreement (together, the “Agreement”), executed concurrent with this Addendum, between Impact Networking, LLC (“Impact”) and Village of Hawthorn Woods (“Customer” or “Client”). Impact and Customer are collectively referred to herein as the “Parties”. Any inconsistency between the provisions of this Addendum and the provisions of the Agreement to which this Addendum is attached shall be resolved in favor of the provision of this Addendum.

The Parties agree as follows:

### Print Maintenance Agreement

1. Section 9 entitled “Automatic Renewal or Termination” shall be deleted and replaced with the following language:

**“Automatic Renewal or Termination.** This Agreement shall become effective upon Customer signature or Purchase Order Number and shall continue until the end of the agreed copy volume or time, whichever occurs first, unless canceled by Impact or if Customer breaches any of its obligations hereunder or otherwise to Impact. You agree that after the first twelve (12) months of the Term (or any extension or renewal) of this Agreement and at the end of each following 12(twelve) month period thereafter, the Maintenance Charges are subject to change in accordance with current volume, current prices and equipment age.”

2. Section 17 entitled “Liability Limitation” shall be deleted and replaced with the following language:

**“LIABILITY LIMITATION:** Neither party will be held liable to the other party for any indirect or consequential damage, including, but not limited to, lost revenue or profits and neither party will be liable to other party in excess of the total consideration paid by Customer under this Agreement. Impact will not be liable for any delay or failure to perform its obligations due to any cause beyond it’s reasonable control, including without limitation, performing services at a location deemed by Impact as hazardous to health and safety, Acts of God or government, labor difficulties or failure of improper transportation, telephone or power.”

3. Section 18 entitled “Indemnity” shall be deleted and replaced with the following language:

**“INDEMNITY:** With respect to, arising from, or in connection from this Agreement, or from manufacture, maintenance, repair or use of any Equipment, the at-fault Party agrees to indemnify and hold harmless the other Party and its agents, representatives, and employees from and against any and all claims, liabilities, damages, demands, cost and expenses of every kind and nature (including reasonable attorney’s fees) arising from any injury or damage to any person, property, or business, excluding, however, any of the foregoing resulting solely from the gross negligence or misconduct of the other Party or its agents, representatives or employees.”

4. Section 21 entitled “Default” shall be deleted and replaced with the following language:

Amendment

This Amendment amends that certain agreement by and between Impact Networking, LLC ("Owner") and Village of Hawthorne Woods DBA Village Hall ("Customer") which agreement is identified in the Owner's internal books and records as Agreement No. 1824301 (the "Agreement"). All capitalized terms used in this Amendment, which are not otherwise defined herein, shall have the meanings given to such terms in the Agreement. Owner and Customer have mutually agreed that the following modifications be made to the Agreement.

- 1. The sentence on the first page of the Agreement that reads "YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER" is hereby deleted and replaced with the following:

"EXCEPT AS PROVIDED IN THE NON-APPROPRIATION ADDENDUM ATTACHED TO THIS AGREEMENT, YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER."

- 2. The following sentence is hereby deleted from the face of the Agreement:

"YOU HEREBY IRREVOCABLY SUBMIT GENERALLY AND UNCONDITIONALLY TO THE JURISDICTION OF ANY SUCH COURT SO ELECTED BY THE OWNER OR ITS ASSIGNEE IN RELATION TO SUCH MATTERS"

- 3. Section 3 entitled "OTHER CHARGES" is hereby deleted and replaced with the following:

"3. OTHER CHARGES. You agree to (a) pay all assessments, taxes and charges governmentally imposed upon Owner's purchase, ownership, possession, leasing, renting, operation, control or use and pay all premiums and other costs of insuring the Equipment; and (b) pay all other costs and expenses for which you are obligated under this Agreement. Restrictive endorsements on checks you send to us will not reduce your obligations to us. We may charge you a return check or non-sufficient funds charge of \$25 for any check which is returned by the bank for any reason (not to exceed the maximum amount permitted by law)."

- 4. Section 6 entitled "INDEMNITY" is hereby deleted and replaced with the following:

"6. INDEMNITY. You are responsible for any damage to or loss of the Equipment."

- 5. The following sub-sentence is hereby deleted from section 10 entitled "REMEDIES":

"(e) charge you for expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, attorneys' fees and court costs."

Except as specifically modified by this Amendment, all other terms and conditions of the Agreement remain in full force and effect. If, and to the extent there is a conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall control. A copy of this document containing your original or facsimile signature or other indication of your intent to agree to the terms set forth herein shall be enforceable for all purposes. This Amendment is not binding until accepted by Owner.

Impact Networking, LLC
Owner
By: [Signature]
Signature
Print Name & Title
Date Accepted

Village of Hawthorne Woods DBA Village Hall
Customer
By: X [Signature]
Signature
Dominick DiMaggio Mayor
Print Name & Title
Date: 2/27/23

ORIGINAL

## Amendment

This Amendment amends that certain agreement by and between Impact Networking, LLC ("Owner") and Village of Hawthorne Woods DBA Village Hall ("Customer") which agreement is identified in the Owner's internal books and records as Agreement No. 1824301 (the "Agreement"). All capitalized terms used in this Amendment, which are not otherwise defined herein, shall have the meanings given to such terms in the Agreement. Owner and Customer have mutually agreed that the following modifications be made to the Agreement.

1. The sentence on the first page of the Agreement that reads "YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER" is hereby deleted and replaced with the following:

"EXCEPT AS PROVIDED IN THE NON-APPROPRIATION ADDENDUM ATTACHED TO THIS AGREEMENT, YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER."

2. The following sentence is hereby deleted from the face of the Agreement:

"YOU HEREBY IRREVOCABLY SUBMIT GENERALLY AND UNCONDITIONALLY TO THE JURISDICTION OF ANY SUCH COURT SO ELECTED BY THE OWNER OR ITS ASSIGNEE IN RELATION TO SUCH MATTERS."

3. Section 3 entitled "OTHER CHARGES" is hereby deleted and replaced with the following:

"3. OTHER CHARGES. You agree to (a) pay all assessments, taxes and charges governmentally imposed upon Owner's purchase, ownership, possession, leasing, renting, operation, control or use and pay all premiums and other costs of insuring the Equipment; and (b) pay all other costs and expenses for which you are obligated under this Agreement. Restrictive endorsements on checks you send to us will not reduce your obligations to us. We may charge you a return check or non-sufficient funds charge of \$25 for any check which is returned by the bank for any reason (not to exceed the maximum amount permitted by law)."

4. Section 6 entitled "INDEMNITY" is hereby deleted and replaced with the following:

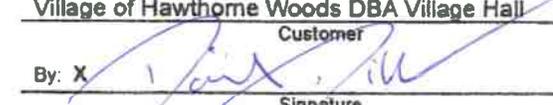
"6. INDEMNITY. You are responsible for any damage to or loss of the Equipment."

5. The following sub-sentence is hereby deleted from section 10 entitled "REMEDIES":

"(e) charge you for expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, attorneys' fees and court costs."

Except as specifically modified by this Amendment, all other terms and conditions of the Agreement remain in full force and effect. If, and to the extent there is a conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall control. A copy of this document containing your original or facsimile signature or other indication of your intent to agree to the terms set forth herein shall be enforceable for all purposes. This Amendment is not binding until accepted by Owner.

Impact Networking, LLC  
Owner  
By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name & Title  
Date Accepted: \_\_\_\_\_

Village of Hawthorne Woods DBA Village Hall  
Customer  
By: X   
Signature  
Dominick DiMaggio Mayor  
Print Name & Title  
Date: 2/27/23