

Arizona Overland Blueprint

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Phoenix, AZ 85016

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SUBSCRIPTION AGREEMENT

This agreement is between AZ Overland Blueprint hereinafter known as "Overland", and the Subscriber Customer who signs this agreement, hereinafter known as "Client" for the use of a wide format scanner hereinafter known as the "Equipment". The Equipment listed herein shall be located at the same Client's address as indicated.

Equipment:

Make: Contex Model: SD One+ Serial #: (TBD)

- 1. AGREEMENT:** Client agrees to rent and Overland agrees to provide to Client, the Equipment listed above. Client agrees to pay the Monthly Subscription Price for each scanner from the date of receipt. Client also agrees to pay the same amount for each for each scanner and for each additional Month after the first Month until the Equipment is returned to Overland. Overland has a requirement to retain an authorization on a major credit card for the replacement cost of the equipment. The Equipment must be returned to Overland in the same condition in which it was received. Client unconditionally promises to pay the sum of all of the payments. Client authorizes Overland to insert into this agreement any serial numbers and other identification data about the Equipment, as well as any other omitted factual matters. All payments under this Agreement are payable in U.S. dollars to Overland's address as indicated above.
- 2. TERM OF AGREEMENT:** The term will start on the date that the Equipment is delivered to Client (Commencement Date), and will continue until the Equipment is returned to Overland.
- 3. DELIVERY & INSTALLATION OF EQUIPMENT:** Delivery shall take approximately one (1) week upon execution of this Agreement. Client understands that Overland may rely on other companies to deliver the Equipment, therefore can not guarantee the time of delivery; however, Overland will be diligent in facilitating an expedient delivery. Client agrees to accept the Equipment when it is delivered. Client shall be responsible for installation of the Equipment.
- 4. ELECTRICITY & OFFICE SPACE:** Client agrees to provide continuous safe electrical outlets per the Manufacturers Specifications. Client shall provide high quality UPS (uninterruptible power supply) surge protection to safeguard equipment from electricity spikes and surges.
- 5. CARE, USE & LOCATION; LOSS OF EQUIPMENT:** Client will keep and use the Equipment only at the address shown on this Agreement, only for business or commercial purposes and in compliance with applicable laws, ordinances or regulations. Client will not make any alternations to the Equipment without Overland's prior written consent, nor will Client permanently attach the Equipment to any real estate. Client is responsible for protecting the Equipment from damage, and from any other kind of loss associated with the Equipment, or its supplies. In the event the Equipment is lost, stolen or damaged, Overland will charge Client's credit card for the full replacement price of the equipment.
- 6. OWNERSHIP, RIGHTS, & QUIET ENJOYMENT:** It is agreed that Client does not own or have title to the Equipment unless Client decides to purchase the equipment. At Client's expense, Client agrees to protect and defend Overland's title and other rights to the Equipment. Further, Client will at all times keep the Equipment free from all legal process and liens; notwithstanding the aforementioned, Client shall give Overland immediate notice in the event of any such legal process or lien asserted or made against Client or the Equipment. Client shall have the right to quiet use and enjoyment of the Equipment for the term of this agreement, provided Client is not in default. Overland also has the right, at any time, to inspect, test and/or service the equipment.
- 7. REPAIRS, MAINTENANCE & SERVICE:** The Client must exercise great care that the Equipment including any of its components and accessories do not get scratched, damaged, or abused by the Client. Damage as a result of misuse of the Equipment is at the Client's sole expense. Client shall be responsible for the replacement cost of the Equipment should the Equipment be damaged beyond repair during the use period. It is understood that Overland is the Servicing Company for the Equipment; and Client shall be bound to notify Overland of any and all issues and or problems with the equipment. Not withstanding the aforementioned, the Client is responsible for maintaining the equipment in good working order for the subscription term and shall protect the fragile components that make-up the equipment. If a problem or issue should arise due to Client's negligence or careless use during the subscription period up until it is tested upon return; Client shall be responsible for any and all service time and replacement parts.
- 8. WARRANTIES:** Client acknowledges that Overland is not the manufacturer of the Equipment, which Overland is supplying for operation in Clients place of business. It is understood that Client has no ownership interest in the Equipment unless Client executes the "Buy-out". Client waives any and all rights and remedies conferred upon Client, including without limitation the right to: (i) repudiate the Agreement and reject the Equipment; (ii) revoke acceptance of the Agreement; or (iii) recover damages from Overland.
- 9. INDEMNITY:** Overland and their officers are not responsible for any injuries or losses to Client and their employees, or any other persons or property caused by the installation, operation, maintenance or use of the Equipment. Client agrees to reimburse Overland for, and defend Overland against any claims for such losses or injuries, including, without limitation, those arising out of the negligence, tort of strict liability claims. This indemnity shall continue even after the term of this Agreement has expired.
- 10. TAXES AND FEES:** Any amounts specified in this Agreement that do not include taxes, Client shall be subject to all applicable taxes. Client agrees to pay when due all taxes, fees, fines, assessments and penalties relating to this Agreement, including, without limitation, filing fees, early termination or assumption fees, title fees, name change fees, sales or property taxes, use taxes and business taxes. If Overland pays any taxes, fines or penalties for Client, Client agrees to reimburse Overland, together with a processing fee on demand.

11. **INSURANCE:** During the term of this Agreement, Client will keep the Equipment insured against all risks of loss or damage in an amount not less than the replacement price of the Equipment, without deductible and without co-insurance. Client will also obtain and maintain for the term of the Agreement, comprehensive business liability insurance in amounts acceptable to Overland. Overland will be the sole lender loss payee named on the property insurance and named as an additional insured on the business liability policy. Client will pay all premiums for such insurance. If Client does not provide such continuous insurance, Client agrees that Overland has the right, but not the obligation, to obtain such insurance and charge Client a fee. Client will provide Overland with certificates or other evidence of insurance upon request, and such certificates shall provide that, Overland be given thirty (30) days advance notice of any cancellation, nonrenewable or other material change in the insurance. Client grants Overland and Overland's agent's power-of-attorney in Client's name to apply for insurance benefits and to endorse checks received for payment of insurance claims.

12. **DEFAULT AND REMEDIES:** If Client: (A) does not pay any Obligation when due; (B) breaks any promises, representations or covenants under this Agreement or any other agreements with Overland; (C) becomes insolvent, assigns assets for the benefit of creditors; (D) or any guarantor enters (voluntarily or involuntarily) into a bankruptcy proceeding; (E) defaults on any obligation to any other creditors; (F) has made any representations to Overland with respect to any information provided in connection with this Agreement or any other agreement with Overland that is not truthful at the time it is made, or have omitted any material information with respect to assets or liabilities, or any other information that would be considered material in the extension of credit; (G) is a corporation and more than twenty percent (20%) of the issued and outstanding voting capital stock is transferred to or acquired by any person or entity that is not an owner as of the date of this Agreement; Client will be in default. In the event of default by Client, Overland can require that Client return the Equipment to Overland and pay the remaining balance of all of the Monthly payments under this Agreement, together with any other amounts due under this Agreement. Interest shall accrue on all past due obligations from the date of default until paid at the rate of eighteen percent (18%) per annum, but only to the extent permitted by law. Overland shall also be entitled to recover from Client all damages caused by the default. Overland can also use any of the remedies available under the UCC or any other law, including repossession of the Equipment or other Collateral. Client agrees to reimburse Overland for all charges, costs, expenses and attorneys' fees that are incurred in order to enforce this Agreement or collect the Obligations under this Agreement and in any lawsuit or other legal proceeding, which we are required to bring or defend because of default. Client also agrees that in the event of a dispute related to or arising out of this Agreement, the prevailing party in such dispute shall be entitled to recover its reasonable attorney's fees and costs. If Overland has to take possession of the Equipment, Client agrees to pay the cost of repossession, storing, shipping, repairing and placing or selling the Equipment. Client agrees that Overland does not have to notify Client that the Equipment is being placed or sold. Client also agrees that Overland is entitled to abandon the Equipment if Overland reasonably believes it to be in Overland's best interest.

13. **OTHER RIGHTS:** Time is of the essence in this Agreement. Client agrees that any delay or failure by Overland to enforce the rights under this Agreement or any other agreements shall not prevent Overland from enforcing any rights at a later time. Both parties intend for this Agreement to be a valid and legal document, and agree that if any part is determined to be unenforceable, all other parts will remain in full force and effect. Client also grants Overland a security interest in the Equipment and any accessions and attachments to the Equipment for the lease term. Client agrees that Overland may obtain information from credit reporting agencies at any time. Client agrees that, at Client's expense, Overland may file financing statements or other related filings in Overland's name or in the name of any agent designated by Overland in a separate agreement entered into by Overland without Client's consent or notice. Client appoints Overland or Overland's designee, as Client's attorney-in-fact to execute and file, on Client's behalf, financing statements covering the Equipment or any other collateral.

14. **SUBSCRIPTION FEES:** Upon acceptance of this agreement and a deposit in the form as credit card authorization for new replacement of the equipment, Overland will deliver the equipment. The date that Client receives the equipment shall be the effective date. Rent shall be paid Monthly (without proration) in advance from the effective day of each Month (ie. If Client receives the equipment on November 17th, the second Monthly rent shall be due to be received on or before December 17th, and all subsequent payments shall be due on or before the same day of subsequent Months). Overland need not give notice to Client regarding Client's obligation to pay rent to the address of Overland as designated on this Agreement, or to any newer address of which Overland gives written notice to Client. If any part of any obligation is not made on the date that it is due (Monthly from the effective date), Client is in default, notwithstanding Overland's rights pertaining to default as outlined above, Client agrees to pay Overland ten dollars (\$10) per day of each subscription payment (to the extent permitted by law) when the payment is made more than one (1) day after it is due. Client agrees to pay the late charge no later than thirty (30) days from the date that the obligation was first due. Client agrees to reimburse Overland for reasonable expenses incurred in connection with this Agreement, including, but not limited to, a delivery & installation fee, software installation & training fees, an early termination fee, or any other assessable fees. Until Equipment is returned to Overland at the address above, client shall be charged the Monthly subscription fee plus applicable sales tax. There is no proration of subscription fees.

15. **ASSIGNMENT:** Client may not sell, transfer, assign or sublease the Equipment without prior written approval. Overland may sell, assign or transfer this Agreement, or any part of it, and/or ownership of the Equipment without notifying Client; and Client agrees that if Overland does, the new provider will have the same rights, benefits and obligations that Overland now has.

16. **CLIENT REPRESENTATIONS AND WARRANTIES:** Client hereby represents and warrants that at the time this Agreement is signed Client is and shall remain a business entity duly organized, validly existing, and in good standing under the laws of the Client's residing state, dully qualified to conduct business in every jurisdiction where Client conducts business and are not subject to any bankruptcy proceeding. Client further represents and warrants that the person executing this Agreement or any related document on behalf of Client is mentally capable to do so, is no less than eighteen (18) years of age and any related guarantor shall be authorized to take such action and bind Client and the guarantor to the Agreement, and that the execution, delivery and performance of this Agreement is duly authorized by Client's organizational documents and, if necessary, resolutions of the directors and/or shareholders, partners, managers and/or members.

17. **RETURN OF EQUIPMENT; RENEWAL/PURCHASE:** This Agreement automatically renews on a month to month basis with each payment due in advance. During the subscription term, Client may elect to purchase the equipment at any time while not in Default. If the customer notifies Overland of Client's intent to purchase the Equipment during the subscription period, the customer may execute the purchase at the quoted price with a Discount. The discount amount shall be 20% of the previously paid on-time subscription payments. If Client chooses to return the Equipment, provided that the Equipment is in the same condition in which it was received, Client shall be responsible for returning equipment to Overland or will be responsible for the cost of shipping the equipment back to Overland.

18. **ENTIRE AGREEMENT; CHANGES:** This Agreement contains the entire agreement between Client and Overland, and it may not be altered, modified, terminated, or otherwise changed except in writing and signed by both the Client as well as by Overland. A limiting endorsement on a check or other form of payment will not be effective to modify the obligations or any of the other terms and conditions of this Agreement, and any payments may be applied without being bound by such limiting endorsements.

19. **COMPLIANCE; NOTICES:** In the event Client fails to comply with any terms of this Agreement, Overland can, but does not have to, take any action necessary to effect Client's compliance upon five (5) days prior written notice. If Overland is required to pay any amount to obtain compliance, the amount paid plus all expenses in causing compliance shall become additional obligations and shall be paid by Client. If any notices are required under this Agreement, they shall be sufficient if given personally or mailed to the address set forth in this Agreement. This Agreement is for the benefit of and is binding upon Client and Client's personal representatives, successors and assigns.

20. **CHOICE OF LAW; JURISDICTION:** It is mutually agreed that this Agreement shall be binding when accepted in writing by Overland and is governed by the laws of the state of Arizona.

21. **REPRESENTATIONS AND COVENANT OF CLIENT:** Client represents that all financial and other information furnished to Overland is, at the time of delivery, true and correct. During the term of this Agreement, as requested with just cause, such as but not limited to; late payments, non-collectable bank notes, cancellation of insurance or delinquent taxes, Client shall provide Overland with financial information substantiating the ability to make the payment.

22. **ELECTRONIC SUBMISSION:** If this document was sent electronically, I hereby warrant that this document has not been altered in any way. Any alteration or revision to any attached documents will make all such alterations or revisions non-binding and void.

GUARANTY: I agree that I have an interest in this Agreement, economic or otherwise. I unconditionally guaranty that Client will fully and promptly pay all of the obligations under the Agreement and outside the Agreement when they are due and will perform all the other obligations under this Agreement. I personally guaranty payment of all debts for Client. If Client defaults, I will immediately pay in accordance with the default provisions of this Agreement all of the obligations due under this Agreement. I will reimburse Overland for all expenses incurred in enforcing Overland's rights and remedies against Client and/or me, including, without limitation, attorneys' fees and costs. This is an irrevocable, continuing guaranty and binds my heirs, partners, administrators and representatives. I acknowledge that I have read and understood the entire Agreement as well as this Guaranty. **The undersigned authorizes Overland to charge Client's credit card for any & all payments when due, and agrees that this Agreement reflects the terms and conditions to be adhered to by the parties, including that which is stated on all three pages of this document.**

Agreed by: _____
Print Name

Date

Signature

Social Security Number

Home Address

Home Phone #