

DESCRIPTION OF LEASED EQUIPMENT (Included quantity, make, model, serial no. and all attachments.) (Attach separate Schedule "A" if necessary.)			
Quantity	Serial Number	Make Model No.	Description
2		Ricoh mp 3350	digital copiers w/ cabinets
LEASING CUSTOMER (LESSEE): (Complete Legal Name. If a corporation, use EXACT registered corporate name.)			
Company Name Peralta Comm College District DRA MERRETT COLLEGE LIBRARY		Federal Tax I.D. # 94-1590799	Telephone No.
Billing Address 12500 Campus Drive OAKLAND, CA 94619		Equipment Location (If other than Billing Address)	
County: OAKLAND		County:	
SCHEDULE OF LEASE PAYMENTS			
TERM OF LEASE 48 (IN MONTHS)	TOTAL NUMBER OF LEASE PAYMENTS 48	AMOUNT OF EACH LEASE PAYMENT \$ 386 ⁰⁰ (Plus Applicable Taxes)	<input checked="" type="checkbox"/> FMV <input type="checkbox"/> \$ 1.00 out BILLING PERIOD <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other _____

TERMS AND CONDITIONS

TO OUR VALUED CUSTOMER: This Lease Agreement ("Lease") has been written in "Plain English." When we use the words you and your in this Lease, we mean you, our customer, which is the Lessee indicated below. When we use the words we, us, and our in this Lease, we mean the Lessor, Ricoh Americas Corporation or a third party Lessor, as assignee, as agreed in Section 6 below.

1. **TERM AND RENT:** This Lease is effective on the date that it is accepted and signed by us, and the term begins on that date or any later date that we designate (the "Commencement Date") and continues thereafter for the number of months indicated above. You will sign a separate Equipment delivery and acceptance certificate and we may also confirm your acceptance by telephone, and any such telephone confirmation shall have the same binding legal effect on you as a signed delivery and acceptance certificate. Payments will be due as invoiced by us until the balance of the Lease Payments and any additional Lease Payments or expenses chargeable to you under the Lease are paid in full. YOUR OBLIGATION TO PAY THE LEASE PAYMENTS AND OTHER LEASE OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION, SETOFF OR COUNTERCLAIM. THIS LEASE IS NON-CANCELABLE.

2. **LATE CHARGES/DOCUMENTATION FEES:** If a Lease Payment is not made within 10 days of when due, you will pay us, within one month, a late charge of 5% of the payment or \$10.00, whichever is greater, but only to the extent permitted by law.

3. **SELECTION OF EQUIPMENT/DISCLAIMER OF WARRANTIES:** You have selected the Equipment and the supplier from whom we agree to purchase the Equipment at your request. We are not the manufacturer of the Equipment and we are leasing the Equipment to you "AS-IS". You have selected the Equipment and we MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. We transfer to you for the term of this Lease all warranties, if any, made by the manufacturer.

YOU ALSO ACKNOWLEDGE THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION OF THIS LEASE AND EXCEPT FOR THE MANUFACTURER WARRANTIES, MAKE ANY REPRESENTATION OR WARRANTY ABOUT THE LEASE OR THE EQUIPMENT. WE SHALL NOT BE LIABLE FOR ANY DELAYS IN MAKING DELIVERIES OR REPAIRS NOR IN ANY EVENT FOR SPECIAL, RESULTING OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFIT OCCASIONED BY ANY BREACH OF WARRANTY OR REPRESENTATION OR RESULTING FROM THE USE OR PERFORMANCE OF THE EQUIPMENT. YOUR OBLIGATION TO PAY IN FULL ANY AMOUNT DUE UNDER THIS LEASE WILL NOT BE AFFECTED BY ANY DISPUTE, CLAIM, COUNTERCLAIM, DEFENSE OR OTHER RIGHT WHICH YOU MAY HAVE OR ASSERT AGAINST THE SUPPLIER OR THE EQUIPMENT MANUFACTURER.

4. **TITLE, PERSONAL PROPERTY, LOCATION AND INSPECTION:** Unless you have a \$1.00 purchase option, we will have title to the Equipment. If you have a \$1.00 purchase option and/or the Lease purchase option is deemed to be a security agreement, you grant us a security interest in the Equipment and all proceeds thereof. You have the right to use the Equipment for the full Lease term provided you comply with the terms and conditions of the Lease. Although the Equipment may become attached to real estate, it remains personal property and you agree not to permit a lien to be placed upon the Equipment or to remove the Equipment without our prior written consent. If we feel it is necessary, you agree to provide us with waivers of interest or liens, from anyone claiming any interest in the real estate on which any item of Equipment is located. We also have the right, at reasonable times, to inspect the Equipment.

5. **USE, MAINTENANCE AND REPAIR:** During the term of this Lease, you are required, at your own cost and expense, to maintain in full force and effect a maintenance agreement with Ricoh or a third party which has been authorized to service and maintain the Equipment by the manufacturer, and to keep the Equipment in good repair, condition and working order, except for ordinary wear and tear, and you will supply all parts and servicing required. All replacement parts used or installed and repairs made to the Equipment will become our property. You may, with our prior written consent, make modifications to the Equipment; provided such modifications do not reduce the value or usefulness of the Equipment or result in the loss of any warranty or any certification necessary for the maintenance of the Equipment and such modifications must be easily removable without causing damage to the Equipment. Before returning the Equipment, you agree to remove such modifications and restore the Equipment to its original condition. If you fail to remove such modifications, we are deemed the owner of such modifications.

IN THE EVENT THE LEASE PAYMENTS INCLUDE THE COST OF MAINTENANCE AND/OR SERVICE BEING PROVIDED BY THE SUPPLIER AND/OR THE MANUFACTURER OF THE EQUIPMENT, YOU ACKNOWLEDGE THAT IF THIS LEASE IS ASSIGNED, THE ASSIGNEE LESSOR IS NOT RESPONSIBLE FOR PROVIDING SUCH MAINTENANCE AND/OR SERVICE FOR THE EQUIPMENT. YOU WILL MAKE ALL CLAIMS FOR SERVICE AND/OR MAINTENANCE SOLELY TO THE SUPPLIER AND/OR MANUFACTURER AND SUCH CLAIMS WILL NOT AFFECT YOUR OBLIGATION TO MAKE ALL REQUIRED LEASE PAYMENTS TO THE ASSIGNEE LESSOR. YOU FURTHER ACKNOWLEDGE THAT RICOH MAY INCREASE MAINTENANCE CHARGES BY UP TO 10% ANNUALLY.

(Continue on back)

AUTHORIZE SIGNATURE		Date	
X <i> Hector L. Cordova</i>		2-12-08	
Print Name and Title HECTOR L. CORDOVA			
PERSONAL GUARANTY			
I/WE (EACH A "GUARANTOR") JOINTLY AND INDIVIDUALLY, PERSONALLY, ABSOLUTELY AND UNCONDITIONALLY GUARANTY ALL PAYMENTS AND OTHER OBLIGATIONS OWED TO THIS LEASING COMPANY UNDER THIS LEASE AND THIS GUARANTY. I/WE AGREE THAT THIS LEASING COMPANY MAY PROCEED DIRECTLY AGAINST ME/US WITHOUT FIRST PROCEEDING AGAINST THE LEASING CUSTOMER OR THE EQUIPMENT. I/WE CONSENT TO PERSONAL JURISDICTION IN THE NEW JERSEY COURTS AND WAIVE ANY TRIAL BY JURY. EACH GUARANTOR HEREBY WAIVES NOTICE OF ACCEPTANCE OF THIS GUARANTOR, LESSEE'S DEFAULT, A NOTICE OF DEMAND, PROTEST AND ALL OTHER NOTICES TO WHICH LESSEE GUARANTOR MAY BE ENTITLED AND EACH GUARANTOR WAIVES NOTICE OF THE CONSENTS TO ANY MODIFICATIONS OR AMENDMENTS TO THIS LEASE.			
SIGNATURE (INDIVIDUALLY; NO TITLES)	Date	SIGNATURE (INDIVIDUALLY; NO TITLES)	Date
X		X	
GUARANTOR # 1 Name and Home Address (Please Print)		GUARANTOR # 1 Name and Home Address (Please Print)	
ACCEPTED BY RICOH AMERICAS CORPORATION (Lessor)			
By _____ Title _____ Date _____ Lease # _____			

NON APPROPRIATION RIDER

This Non-Appropriation Rider to the Lease Agreement No. _____ dated _____, 20____ (the "Lease"), is by and between Ricoh Americas Corporation (Lessor) and Peralta Community College DISTRICT (Lessee). Capitalized terms used herein without definition shall be defined as provided in the Lease. MERRITT COLLEGE LIBRARY

Notwithstanding anything contained in the Lease to the contrary,

1. Lessee presently intends to continue the Lease for its entire term and to pay all rentals or other payments relating thereto and shall do all things lawfully within its power to obtain and maintain funds from which the rentals and all other payments owing thereunder may be made. To the extent permitted by law, the person or entity in charge of preparing Lessee's budget will include in the budget request for each fiscal year during the term of the Lease the rentals to become due in such fiscal year, and will use all reasonable and lawful means available to secure the appropriation of money for such fiscal year sufficient to pay all rentals coming due therein. The parties acknowledge that appropriation for rentals is a governmental function which Lessee cannot contractually commit itself in advance to perform and the Lease does not constitute such a commitment. However, Lessee reasonably believes that moneys in an amount sufficient to make all rentals can and will lawfully be appropriated and made available to permit Lessee's continued utilization of the Equipment in the performance of its essential functions during the term of the Lease.

2. If Lessee's governing body fails to appropriate sufficient moneys in any fiscal year for rentals or other payments due under the Lease and if other funds are not available for such payments, then a "Non-Appropriation" shall be deemed to have occurred. If a Non-Appropriation occurs, then: (i) Lessee shall give Lessor immediate notice of such Non-Appropriation and provide written evidence of such failure by Lessee's governing body at least sixty (60) days prior to the end of the then current fiscal year or if Non-Appropriation has not occurred by that date, immediately upon such Non-Appropriation; (ii) no later than the last day of the fiscal year for which appropriations were made for the rentals due under the Lease (the "Return Date"), Lessee shall return to Lessor all, but not less than all, of the Equipment covered by the Lease, at Lessee's sole expense, in accordance with the terms hereof; and (iii) the Lease shall terminate on the Return Date without penalty or expense to Lessee and Lessee shall not be obligated to pay the rentals beyond such fiscal year, provided, that Lessee shall pay all rentals and other payments due under the Lease for which moneys shall have been appropriated or are otherwise available, provided further, that Lessee shall pay month-to-month rent at the rate set forth in the Lease for each month or part thereof that Lessee fails to return the Equipment as required herein.

3. The Lease shall be deemed executory only to the extent of monies appropriated and available for the purpose of the Lease, and no liability on account thereof shall be incurred by the Lessee beyond the amount of such monies. The Lease is not a general obligation of the Lessee. Neither the full faith and credit nor the taxing power of the Lessee are pledged to the payment of any amount due or to become due under the Lease. It is understood that neither the Lease nor any representation by any public employee or officer creates any legal or moral obligation to appropriate or make monies available for the purpose of the Lease.

4. The Lessee and Lessor agree that they intend the Lease to be an operating lease and that by the execution thereof, Lessee acquires no ownership interest in the Equipment whether vested or contingent. The Lessee's interest in the Equipment is limited to that of a lessee and Lessor retains all the rights of owner therein. Any provisions indicating to the contrary in this Rider are for precautionary purposes only.

IN WITNESS WHEREOF, each of the parties hereto has caused this Rider to be executed as of the _____ day of _____ 2008.

(Lessee)

Ricoh Americas Corporation
(Lessor)

X By 2-12-08
(Date)

By _____
(Date)

X Name/Title Hector L. Bondeva
Dean, Humanities & Social Sciences

Name/Title _____



ORDER AGREEMENT

Ricoh Business Solutions

This Ricoh Business Solutions Order Agreement covers transaction(s) below and incorporates the terms and conditions on the reverse side of the customer copy and other documents referenced below

Outright Purchase Lease Maintenance/Kit

Regional Market Place

PAC-NORTH

Merritt College Library		Bill to Name	
Installation Name 12500 Campus Drive		Street Address	
Street Address Oakland, Ca 94619		City/State/Zip	
City/State/Zip Judy Singer 510/531-4960		Contact	
Contact	Phone No.	Contact	Phone No.

Description	Product Number	Quantity	Unit Measure	Total Price
mp3350	413471	2	each	LEASE 48mo
Platen cover	412524	2	each	
FAC20 Cabinet	411158	2	each	
made! 5520w-105 copiers		2	each	
security housing		2	each	
Removal-lease returns current copiers				Inc.
TOTAL				\$0.00

Email Address _____

MAINTENANCE

COPIER - Terms of Contract

12 months

Effective 2/ /08 to 2/ /09

Supplies included * Yes No

Price \$1,600.00 Annually

Monthly Quarterly Annually

Overage @ \$0.0160

Monthly Quarterly Annually

* Paper and Staples are not included.

TAX EXEMPT# _____

NONE # _____

Contract Name: _____

Model	Serial Number	ID Number	Start Meter	Start Date	Term (Months)	Copy Allowance	Excess Meter Charge
mp3350				2/ /08	12	100,000	.016
mp3350				2/ /09	12	included	.016

<input checked="" type="checkbox"/> @ Remote Access I agree to have this activated <input type="text" value="INITIAL"/> <input type="checkbox"/> I decline at this time <input type="text" value="INITIAL"/>	<input checked="" type="checkbox"/> Network Support I agree to additional support <input type="text" value="INITIAL"/> <input type="checkbox"/> I decline at this time <input type="text" value="INITIAL"/>	Trade - In : Make RICOH Serial Number K9364901150 Model Ricoh Serial Number K846001875
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Maintenance \$1,600.00
 Total Sale \$0.00
 Sales Tax _____
 Freight/Installation/Connection Total _____
 Less Deposit _____
 Total Due \$1,600.00

Additional Provisions:

Candy Collins
 Ricoh Business Solutions Representative
CANDY COLLINS
 Name (Please print)
 Market Place: _____
 DATE _____

NO OTHER VERBAL OR WRITTEN COMMITMENTS WERE MADE TO ME OTHER THAN WHAT IS ON THIS CONTRACT

George L. Cordova Name (Please print) George L. Cordova Signature 2/12/08 Date
 (570)436-2609 Phone Dean, Hernandez & Social Services Title

ADDENDUM ATTACHED

