

A RESOLUTION AUTHORIZING A LEASE OF CERTAIN EQUIPMENT AND THE PURCHASE OF RELATED SERVICES WITH CANON FINANCIAL SERVICES, INC.

WHEREAS, the Village of Barrington Hills (the “Village”) is a home-rule municipality pursuant to Article VII, Section 6, of the Constitution of the State of Illinois, and is authorized to take all reasonable action pertaining to its affairs in accordance therewith; and

WHEREAS, the Village is further authorized under Section 11-76-6 of the Illinois Municipal Code to enter into lease and service agreements for the lease of equipment; and

WHEREAS, to the extent the Village’s home rule powers conflict with statutory authority; the Village’s home rule powers shall control to the extent such power is not expressly limited by statute; and

WHEREAS, the Village has received a quote and related lease from Clifford-Wald on behalf of Canon Financial Services, Inc. for the lease of certain equipment and services related thereto attached hereto as Exhibit A; and

WHEREAS, the Village has determined that said quote and lease is desirable and in the best interests of the Village.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Barrington Hills, located in the Counties of Cook, Kane, Lake and McHenry, Illinois, as follows:

SECTION ONE: The recitals set forth above are incorporated herein and made a part hereof.

SECTION TWO: The Village Administrator is authorized to take all necessary steps to execute a lease with Canon Financial Services, Inc. for the lease of certain equipment and services related thereto attached hereto as Exhibit A.

SECTION THREE: This Resolution shall take effect immediately upon its passage and approval as provided by law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Barrington Hills, Illinois, this 18th day of December, 2014.

Ayes:_____, **Nays:**_____, **Absent:**_____, **Abstain:**_____

Village President

ATTEST:

Village Clerk

EXHIBIT A

Canon

CANON FINANCIAL SERVICES, INC.

**LIMITED
TIME
OFFER!**

0%
financing

**on
Canon
iPF
Printers!**

Act now and get — **INTEREST FREE** —
for 12, 24 & 36 months on eligible Canon imagePROGRAF
large format printers from November 1 - December 31, 2014!

Eligible Models include:

- iPF760
- iPF780
- iPF815
- iPF760MFP M40
- iPF780MFP M40
- iPF815MFP M40
- iPF765
- iPF785
- iPF825
- iPF765MFP M40
- iPF785MFP M40
- iPF825MFP M40



Terms and Conditions:

- Promotion period: 11/1/14 through 12/31/14.
- Lease documentation and equipment delivery and acceptance must be completed by 1/15/15.
- CFS reserves the right to modify or change this promotion at its discretion.
- Leasing is provided by Canon Financial Services, Inc., ("CFS"), a wholly owned subsidiary of Canon U.S.A., Inc.
- All lease transactions are subject to credit approval and acceptance of all required lease documentation by CFS.

Contact us today:

November 12, 2014

Ms. Anna Paul
 Village of Barrington Hills
 112 Algonquin Road
 Barrington Hills, IL 60010

Dear Anna:

Thank you for your interest in the Canon Inkjet Plotters. Below is the information you requested. **Clifford-Wald is a fully authorized and service-trained Canon dealer.** We will support the plotter during and after the warranty period and we carry all supplies.

Canon iPF780 (36") MFP M40 – 1-Year Warranty
 Includes Canon iPF780 (36") plotter, M40 scanner,
 M40 MFP stand, SmartWorks MFP software, Computer,
 Flat panel touchscreen display) \$6,495.00

Canon iPF785 (36") MFP M40 – 1-Year Warranty
 Includes Canon iPF765 (36") plotter, M40 scanner,
 M40 MFP stand, SmartWorks MFP software, Computer,
 Flat panel touchscreen display) \$6,995.00

Freight Included
 Installation & Training Included

Canon iPF780/785 (36") MFP – (1) Year Care Pack (Optional) \$1,395.00
 Canon iPF780/785 (36") MFP – (2) Year Care Pack (Optional) \$2,595.00

*Applicable taxes are not included
 *Quote is valid for 30 days

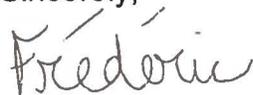
Canon iPF780/iPF785 (36") MFP M40 - \$1 Buyout Lease Options:

<u>\$1-Buyout</u>	<i>Canon iPF780 MFP M40</i>	<i>Canon iPF785 MFP M40</i>
<i>12-Month Plan</i>	\$541.25	\$582.92
<i>24-Month Plan</i>	\$270.63	\$291.46
<i>36-Month Plan</i>	\$180.42	\$194.31

- *Applicable taxes and \$65 documentation fee are not included
- *One or two advanced lease payments may be required
- *Additional options and consumables are not included in the above lease amounts
- *Quote is valid until December 31st, 2014**

I will follow up with you next week. In the meantime, if you have any questions, do not hesitate to call me.

Sincerely,



Frederic Gillaizeau
Vice President, Sales



Canon Financial Services, Inc.
 14904 Collections Center Drive
 Chicago, Illinois 60693

Lease Application

CFS-1040 (01/09)

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 enters into a lease. This means that when you enter into a lease, we will ask for, among other things: (1) your federal tax identification number, and (2) your date of birth, if you are a sole proprietor. We may also ask to see identifying documents.

CUSTOMER INFORMATION

Company Legal Name:		DBA Name:		
Phone:	Fax:	Website Address: WWW.		
Business Address:	City:	State:	Zip:	
Headquarters/Parent Address:	City:	State:	Zip:	
Contact Person For Additional Info:	Title:	Phone:	Email:	
Type of Business: <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Non-Profit <input type="checkbox"/> State Local Government				
Fed Tax ID#:	D & B Number:	State of Inc:	Nature of Business:	Years In Business:

PERSONAL INFORMATION

Principal's Name:	SSN:	Ownership %:	Home Phone:	Date of Birth:
Home Address:	City:	State:	Zip:	

ACKNOWLEDGEMENT AND AUTHORIZATION

Customer warrants that all information in this application is accurate. The person signing below, as an individual and as an authorized representative of the customer authorizes the above references, any credit reporting agency, or other third party (including CFS) to collect and release any credit information concerning the above named company or principal (including consumer credit reports) to CFS, its affiliates and their respective designees or assignees. Customer agrees that equipment leased from CFS will be used solely for business or commercial purposes. Customer agrees that a facsimile copy of this Agreement shall be deemed an original, and will be treated as an original for all purposes.

SIGNATURE

Signature:	Date:
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***** DEALER INFORMATION – FOR INTERNAL USE ONLY *****

Existing Customer? <input type="checkbox"/> No <input type="checkbox"/> Yes	Customer Number:	Lease paperwork signed? <input type="checkbox"/> No <input type="checkbox"/> Yes
Quantity:	Make / Model / Description:	New / Used / Demo:
Lease Term: months	Monthly Payment:	Rate Factor:
Purchase Option: <input type="checkbox"/> FMV <input type="checkbox"/> \$1.00 Out <input type="checkbox"/> 10% <input type="checkbox"/> Other		
Equipment Cost:	CFS Lease Number / Serial Number:	
Upgrade Cost:	Lease Company / Vendor:	
Buyout Cost:	Describe:	
Other Cost:	Total Amount:	
MSRP / List Price:	Dealer:	
Branch:	Sales Rep:	
Phone:	Email:	Fax:

Notice: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants (1) on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); (2) because all or part of the applicant income derives from any public assistance program; or (3) because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers companies with this law concerning Canon Financial Services, Inc. is the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.

Clifford-Wald

A KIP Company

1600 E. Golf Road, Ste. 110
 Rolling Meadows, IL 60008
 Phone: 847-598-0166 www.clifford-wald.com

SALES ORDER

PO # 9020021

Salesperson: FREDERIC G.

Date: 12/12/2014

Tax Exempt #: _____

SOLD TO: CANON FINANCIAL SERVICES, INC.
158 GAITHER DRIVE
SUITE 200
MT. LAUREL, NJ 08054

SHIP TO: VILLAGE OF BARRINGTON HILLS
112 ALGONQUIN ROAD
BARRINGTON HILLS, IL 60010

CONTACT: _____
 PHONE: 800-225-8880
 FAX: _____
 Email: APPAUL@VBHIL.GOV

CONTACT: ANNA PAUL
 PHONE: 847-551-3000
 FAX: 847-551-3050

Payment Type: Net 30 COD Credit Card
 Credit Card # _____
 Expiration Date: _____

Shipping Information
 DATE REQUIRED: DECEMBER 2014
 SHIP VIA _____

QTY.	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	8966B005AA	CANON iF785 (36") MFP M40 - INCLUDES 1-YEAR WARRANTY		\$ 6,995. ⁰⁰
*EQUIPMENT TO BE LEASED THROUGH CANON FINANCIAL SERVICES, INC. FOR 36-MONTH \$1-BUYOUT "0% FINANCING" @ \$194. ³¹ PER MONTH PLUS APPLICABLE TAXES & ONE-TIME \$65. ⁰⁰ DOCUMENTATION FEE				
1		FREIGHT>>>		INCLUDED
1		INSTALLATION & TRAINING>>>		INCLUDED
		SUBTOTAL		\$ 6,995. ⁰⁰
		TAX		-
		GRAND TOTAL		\$ 6,995. ⁰⁰ (R)

Customer's Signature: X _____

Thank you!



CANON FINANCIAL SERVICES, INC. ("CFS")

FAXABLE LEASE AGREEMENT

Remittance Address: 14904 Collections Center Dr.
Chicago, Illinois 60693 (800) 220-0200

Single Sided Agreement for Transactions Under \$75,000
CFS-1122 (02/08)

AGREEMENT NUMBER	902002
PHONE	847-551-3000

NAME (COMPANY LEGAL NAME)	DBA	PHONE	847-551-3000
Village of Barrington Hills Illinois			
BILLING ADDRESS	CITY	COUNTY	STATE ZIP
112 Algonquin Road	Barrington Hills	Cook	IL 60010
EQUIPMENT ADDRESS	CITY	COUNTY	STATE ZIP
112 Algonquin Road	Barrington Hills	Cook	IL 60010

EQUIPMENT INFORMATION				NUMBER AND AMOUNT OF PAYMENTS	
Quantity	Serial Number	Make/Model/Description	No. of Pmts.	Payment Amount (Plus Applicable Taxes)	
1		Canon/iPF785 MFP M40/MFP System	36	194.31	
First and Last Payment	Security Deposit	Total Due at Signing	Term	End of Term Purchase Option	
\$ 0.00 + \$ 0.00 = \$ 0.00			36	<input type="checkbox"/> Fair Market Value <input checked="" type="checkbox"/> \$1.00 <input type="checkbox"/> 10% <input type="checkbox"/> Other <input checked="" type="checkbox"/> 0% Financing	
Check must accompany Agreement			(in months)	Payment Frequency	
				<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-annual <input type="checkbox"/> Other:	

Automated Clearing House ("ACH") Authorization: By providing the below information, Customer hereby authorizes CFS to automatically withdraw from the bank account described below the full amount due for each billing period, including any applicable taxes and fees, on the due date. This authorization shall continue until this Agreement expires unless revoked in writing.

ACH YES NO | : | :

If Yes, enter information in boxes above: Bank Routing Code from bottom of check, and Customer's Account Number from bottom of check. THIS AGREEMENT IS EFFECTIVE ONLY UPON SIGNING BY BOTH PARTIES. THIS AGREEMENT IS NON-CANCELABLE BY CUSTOMER. CUSTOMER REPRESENTS THAT ALL ACTION REQUIRED TO AUTHORIZE THE EXECUTION OF THIS AGREEMENT ON BEHALF OF THE CUSTOMER BY THE FOLLOWING SIGNATORIES HAS BEEN TAKEN.

ACCEPTED BY CANON FINANCIAL SERVICES, INC.	AUTHORIZED CUSTOMER SIGNATURE
By: _____	By: _____ Title: _____
Title: _____ Date: _____	Printed Name: _____
	Tax ID#: _____ If proprietor, DOB: _____

To: Canon Financial Services, Inc. ("CFS")

ACCEPTANCE CERTIFICATE

The Customer certifies that (a) the Equipment referred to in the above Agreement has been received, (b) installation has been completed, (c) the Equipment has been examined by Customer and is in good operating order and condition and is, in all respects, satisfactory to the Customer, and (d) the Equipment is irrevocably accepted by the Customer for all purposes under the Agreement. Accordingly, Customer hereby authorizes billing under this Agreement.

Signature: _____ Printed Name: _____

Title (if any): _____ Date: _____

TERMS AND CONDITIONS

- AGREEMENT:** Customer leases from CFS all the equipment described above (the "Equipment"). Customer agrees to pay to CFS the payments specified under "Number and Amount of Payments" above and such other amounts permitted hereunder as invoiced by CFS ("Payments"). A late payment fee of the greater of 10% of the late amount or \$10 will be due if a Payment is late. The term of this Agreement shall commence on the date the Equipment is accepted by Customer. Customer's execution of the Acceptance Certificate, or Customer's provision to CFS of other written confirmation of its acceptance of the Equipment, shall conclusively establish that the Equipment has been delivered to and accepted by Customer. If Customer has not, within ten (10) days after delivery of the Equipment, delivered to CFS written notice of non-acceptance of any of the Equipment, specifying the reasons therefor and specifically referencing this Agreement, Customer shall be deemed to have irrevocably accepted the Equipment. After acceptance of the Equipment, Customer shall have no right to cancel this Agreement, revoke acceptance or return the Equipment to CFS prior to the end of the scheduled term of this Agreement for any reason whatsoever. This lease is a net lease. Payments shall be made without set-off or deduction, even if the Equipment malfunctions. Customer authorizes CFS to adjust the payment and purchase option amounts stated above by up to 15% if the actual cost of the Equipment exceeds the supplier's estimate on which such amounts were based. Customer (a) shall pay a \$65 documentation fee and (b) agrees to pay any applicable taxes (including personal property tax), expenses, charges and fees imposed upon CFS or Customer with respect to the Equipment, the Payments or the Customer's performance or non-performance hereunder and shall reimburse CFS for the same plus processing fees (collectively, "Costs"). CFS may, but need not, apply "Security Deposits" or "Advance Payments" (neither earn interest unless required by law) to any amount in default and Customer shall promptly restore such amounts applied. Security Deposits and Advance Payments shall not be refunded to Customer until all obligations hereunder are discharged in full.
- NAME; OFFICES:** Customer's legal name (as set forth in its constituent documents), is as set forth herein. Customer will not change its legal name, location of its chief executive office or corporate structure (including its jurisdiction of organization) without 30 days' prior written notice to CFS. Upon request, Customer will deliver state-certified constituent documents to CFS.
- WARRANTIES: CUSTOMER ACKNOWLEDGES THAT CFS IS NOT A MANUFACTURER, DEALER, OR SUPPLIER OF THE EQUIPMENT, AND AGREES THAT THE EQUIPMENT IS LEASED "AS IS" AND IS OF A SIZE, DESIGN, AND CAPACITY SELECTED BY CUSTOMER. CFS HAS MADE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, INCLUDING SPECIFICALLY ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CFS shall not be liable for consequential, special, indirect or punitive damages. Any warranty with respect to the Equipment made by the supplier, dealer, or manufacturer is separate from, and is not a part of, this Agreement and CFS assigns such warranties, if any, to Customer. Customer acknowledges and agrees that the supplier is not an agent or representative of CFS and is not authorized to waive or alter any term of the Agreement, or make any representation for CFS about this Agreement or the Equipment. Customer warrants that the Equipment will not be used for personal, family or household purposes.**
- MAINTENANCE; ALTERATIONS; LOSS:** Customer will keep and maintain the Equipment in good working order and shall, at Customer's expense, supply and install replacement parts and accessories when required to maintain the Equipment. Any such changes or substitutions shall be the property of CFS and shall be deemed Equipment. Effective upon delivery to Customer, Customer shall (a) bear the entire risk of any loss, theft, or damage to the Equipment, and (b) keep the Equipment insured with CFS as Loss Payee. If Customer fails to provide proof of insurance, CFS may insure the Equipment and charge Customer. No such loss, theft, or damage shall relieve Customer of any obligation under this Agreement.
- DEFAULT:** If Customer fails to pay CFS, CFS will have the right to exercise any one or all of the following remedies in any order: (a) sue Customer for all past due Payments, ALL PAYMENTS TO BECOME DUE IN THE UNEXPIRED TERM, the Purchase Option amount set forth above and any other Costs (collectively the "Remaining Lease Balance"), (b) repossess the Equipment and (c) re-sell the Equipment and recover any deficiency. CFS (i) may sell the Equipment after preparing it or not, (ii) may disclaim warranties of title and the like, and (iii) may comply with applicable law, and these actions shall be deemed commercially reasonable. In the event the Equipment is not available for sale, the Customer shall be liable for the Remaining Lease Balance. Customer will also pay for CFS's reasonable collection and other costs which, in the case of a court action, 25% of the total amount sought shall be deemed reasonable.
- ASSIGNMENT: CUSTOMER SHALL NOT ASSIGN OR PLEDGE THIS AGREEMENT, NOR SHALL CUSTOMER SUBLET OR LEND ANY ITEM OF EQUIPMENT. CFS may pledge or assign this Agreement. Customer agrees that if CFS assigns this Agreement, the new owner will have the same rights and benefits that CFS has now and will not have to perform any of CFS's obligations. Customer agrees that the rights of the new owner will not be subject to any claims, defenses, or setoffs that Customer may have against CFS.**
- PURCHASE OPTION: (A) END OF TERM PURCHASE OPTION.** At the end of any term, Customer shall give CFS 60 days prior irrevocable written notice (unless the Purchase Option is \$1.00) that it will purchase all the Equipment at the purchase option price indicated herein plus any Costs. **(B) PRIOR TO MATURITY PURCHASE.** Customer may, at any time, upon 60 days irrevocable written notice purchase all the Equipment at a price equal to the sum of all remaining Payments plus the Fair Market Value plus Costs. "Fair Market Value" shall be CFS's retail price when Customer purchases the Equipment. Equipment purchases shall not be permitted if a default is continuing. Equipment purchases shall be "AS-IS WHERE-IS" without warranty, except for title.
- RENEWAL; RETURN:** This Agreement automatically renews under the same terms and conditions on a month to month basis if Customer fails to give CFS 60 days prior written notice of its intent to purchase or return the Equipment before the end of any term. Unless this Agreement automatically renews or Customer purchases the Equipment, Customer shall return the Equipment on the day the Agreement terminates in good operating condition at Customer's sole cost and expense to a location specified by CFS.
- MISCELLANEOUS: THIS AGREEMENT SHALL BE GOVERNED BY NEW JERSEY LAW. ANY ACTION BETWEEN CUSTOMER AND CFS SHALL BE BROUGHT IN A COURT LOCATED IN THE COUNTY OF BURLINGTON OR CAMDEN, NEW JERSEY, PROVIDED THAT CFS AT ITS SOLE OPTION MAY BRING ANY SUCH ACTION IN A COURT WHERE THE CUSTOMER OR THE EQUIPMENT IS LOCATED. CUSTOMER AND CFS EACH IRREVOCABLY WAIVES ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS. CFS may accept a facsimile or other electronic transmission of this Agreement and acceptance certificate as an original. Customer agrees to reimburse CFS for and to defend CFS against any claim for losses or injury caused by the Equipment, both before and after termination of this Agreement. CFS may insert missing or correct other information, otherwise this Agreement embodies the entire agreement.**
- UCC:** Customer authorizes CFS to file any form of financing or continuation statements and amendments thereto. CUSTOMER AGREES THAT THIS AGREEMENT IS INTENDED AS A "FINANCE LEASE" AS THAT TERM IS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE AND THAT CFS IS ENTITLED TO ALL BENEFITS, PRIVILEGES AND PROTECTIONS OF A LESSOR UNDER A FINANCE LEASE AND CUSTOMER IRREVOCABLY WAIVES ANY RIGHT OF NOTICE THEREOF. If this Agreement is determined not to be a true lease, Customer grants CFS a security interest in the Equipment.

PERSONAL GUARANTY

The undersigned absolutely, irrevocably and unconditionally, jointly and severally, guarantee to CFS all payments and other obligations under this Agreement. This is an absolute and continuing guaranty. SECTION 9 ABOVE SHALL APPLY TO THIS PERSONAL GUARANTY. The undersigned waive any right to require any action against Customer or any other party before enforcing this Personal Guaranty.

Printed Name: _____ Signature: _____ (No Title) Date: _____

Address: _____ Phone: _____

Printed Name: _____ Signature: _____ (No Title) Date: _____

Address: _____ Phone: _____