

ATTACHMENT #4

LEASE SCHEDULE

A Lease Schedule shall be executed by the Contractor (Lessor) and the County Department requesting financing (Lessee). The following shall serve as a guideline for the establishment of such a Lease Schedule. The actual Lease Schedule executed may differ in format but shall not conflict with the Master Lease Contract and shall not include terms and conditions not included in or allowed by the Master Lease Contract.

CLAY COUNTY LEASE NO.: _____

1. REQUESTING COUNTY DEPARTMENT / BILLING ADDRESS

County Department Name: _____
County Department Address: _____
City, State / Zip Code: _____
County Department Contact: _____
Contact Phone No.: _____
Contact E-Mail: _____

2. SCHEDULE OF ELIGIBLE PROPERTY TO BE LEASED

| Description Brand/Model/Serial No./Location | Unit Cost | Quantity | Total Cost |
|--|-----------|----------|------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| TOTAL FINANCING REQUESTED: | | | \$ |

3. CERTIFICATION OF ACCEPTANCE

Pursuant to the Lease of the above described Eligible Property, the County Department (Lessee) hereby certifies and represents to the Lessor as follows:

- (a) All of the Eligible Property listed above has been delivered, installed and accepted by the County Department on the date hereof.
- (b) The County Department has conducted such inspection and/or testing of the Eligible Property listed above as it deems necessary and appropriate and hereby acknowledges that it accepts the Eligible Property for all purposes intended.

4. GENERAL LEASE PROVISIONS AND REQUIREMENTS:

4.1 Definitions

4.1.1 The definitions established in the Master Lease Contract (RFP 24-13) shall apply throughout this document.

4.2 Lease Approvals:

- 4.2.1 The County Department's (Lessee) approval to proceed with a Lease under the Master Lease Contract shall be provided by a Financing Request, properly approved by the County Commission Administration – Purchasing Agent/Budget Office.
- 4.2.2 The Contractor (Lessor) shall provide funding for all approved requests unless the requesting County Department has previously exercised early termination of prior leases either due to non-appropriation or default of lease obligations.
- 4.2.3 Any default by any County Department in relation to an Individual Lease Schedule under the contract shall not affect in any way any other Individual Lease Schedule executed under the contract. The Master Lease Contract shall not include any cross-default provisions.
- 4.4 Lease Payments:**
- 4.4.1 Periodic payments shall be made as defined in the individual lease schedules executed under the contract.
- 4.5 Lease Payments Subject to Annual Appropriation:**
- 4.5.1 Lease Payments Subject to Annual Appropriation: The respective County Department referenced on the Individual Lease Schedule, on behalf of Clay County, shall be obligated to pay such payments under the contract and any Lease Schedule as are lawfully available and appropriated for that purpose under the laws of the State of Missouri. Payments made by the County Department under the Agreement are payable solely from amounts that may be, but are not required to be, appropriated annually by Clay County. All payments under the Master Lease Contract shall be subject to annual appropriation by the County in accordance with the RFP Contract Terms and Conditions. Neither the contract nor any payments required under the contract shall constitute a mandatory payment obligation of the County Department, in any year beyond the year during which the County Department, is a lessee under the contract, or constitute or give rise to a general obligation or other indebtedness of the County Department. The County Department shall not be legally obligated to budget or appropriate moneys for any fiscal year beyond the current fiscal year or any subsequent fiscal year in which the contract is in effect, and there can be no assurance that the County Department will appropriate funds to make payments or renew the contract in any year. The County Department may terminate its obligations under the contract on an annual basis at the end of the County's fiscal year.
- 4.5.2 The County Commission Administration will annually provide, to the Contractor upon request, copies of transmittal letters signed by the acting Commissioner(s) indicating approval or veto of the appropriation budget.
- 4.6 Advance Payments:**
- 4.6.1 The County shall have the ability to make payments in advance, when funds are available, in order to lower the principal balance and thereby reduce the length of term. Any such full or partial prepayment for any Eligible Property financed under the contract may be made at any time without any penalty or prepayment fees.
- 4.6.2 The frequency of advance payments shall be limited to one advanced payment per fiscal year period (January 1 through December 31) per Lease Schedule. The amount of any advance payment shall be at least the amount of the agreed to quarterly payment amount including principal and interest.
- a. In addition to such advanced payment, in the event that the County does deposit lease funds in a County account for future payment of leased property and then surplus money is remaining either (1) after payment for such leased property pursuant to an Lease Schedule or (2) by reason of a reduction by the County in the Eligible Property subject to such Lease Schedule, lessee shall notify Lessor of such surplus and pay such surplus to Lessor as an advanced payment within 60 days after the completion of the delivery and acceptance of the Eligible Property purchased and being financed by such Lease Schedule.
- 4.6.3 Advance payment shall not result in any penalties or increase in the remaining principal amount. Nor shall advance payments change the quarterly payment amount identified in the Lease Schedule or the Lease Schedule Interest Rate.
- 4.6.4 In the event of a partial prepayment, the advance payment shall not change the quarterly lease payment amount identified in the Lease Schedule or the Lease Schedule Interest Rate. As a result, the prepayment shall result in a reduction in the term length and number of lease payments required. Upon receipt of the prepayment, the Contractor must provide to the lessee a new amortization schedule that reflects the new principal balance and reduction in term length as a result of the prepayment. Prepayments shall not be construed as refinancing the lease obligation.
- 4.7 Single Point of Contact/Responsibility/ No Assignment:**

4.7.1 The Contractor (Lessor) shall be the single point of contact and responsibility for Clay County. The Contractor shall fund all Lease Schedules without regard to any subcontract relationships the Contractor has involving third parties, including any agreements the Contractor enter into to secure a source of money to fund any Lease Schedule Principal Advance. In no event shall the County or any County Department approve of an assignment of individual Lease Schedules nor shall the County issue any orders or payments to third party organizations.

4.9 Personal Property:

4.10.1 The leased property shall remain personal property and shall not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the property or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon.

4.9 Loss or Damage to Eligible Property:

4.9.1 The County Department shall be responsible for all loss of or damage to the leased property. In the event of theft, damage, destruction or other loss of use of the leased property, the County will be responsible to continue payments in fulfillment of the contract, subject to the provisions of the contract relating to non-appropriation. If lost or damaged, the lessee shall be required to replace, repair or restore the leased property to its condition prior to the loss or destruction.

4.11 Disclaimer of Warranties:

4.11.1 As the County Department has selected the equipment and the vendor(s) of the leased property, the Contractor shall not be responsible for any warranty or representation, either express or implied, as it would relate to the value, design, condition, merchantability or fitness for purpose of the leased property. In no event shall the Contractor be liable for any actual, incidental, indirect, special or consequential damage in connection with the Lessee's use or maintenance of the leased property.

4.12 Liens, Taxes, Other Governmental Charges and Utility Charges:

4.12.1 The County Department shall keep the leased property free of all liens, charges and encumbrances except those created by the contract including the Lease Schedules. The leased property shall be used for a governmental or proprietary purpose of County and, therefore, the leased property shall be exempt from all property taxes. If the use, possession or acquisition of the leased property is nevertheless determined to be subject to taxation, the County Department shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to the leased property. The County Department shall pay all utility and other charges incurred in the use and maintenance of the leased property.

4.13 Events of Default:

4.13.1 Events of Default shall be deemed to occur when provisions of the lease contract, Lease Schedule and the disbursement authorization have not been performed by either the lessee or the Lessor as required. When an Event of Default occurs, written notification of the default shall be sent to the defaulting party identifying the parameters of the default. The defaulting party shall have ten (10) calendar days from receipt of the notification to provide a cure or a sufficient plan to cure the default.

4.13.2 In the event the defaulting party fails to cure the default as allowed above, the resulting remedy shall include termination of the lease and return of the leased property to the Lessor.

5. REPRESENTATIONS AND COVENANTS OF COUNTY DEPARTMENT (LESSEE): Lessee shall represent, covenant and warrant for the benefit of Lessor the following:

5.1.1 The contract along with all Lease Schedules executed under the authority of the contract constitute the legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.

5.1.2 Lessee has full power and authority to enter into the contract and the transactions contemplated hereby and to perform all of its obligations hereunder.

5.1.3 Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current fiscal year to make the lease payments scheduled to come due during the current fiscal year and to meet its other obligations under the is agreement for the current fiscal year, and such funds have not been expended for other purposes.

5.1.4 Lessee has acquired the Eligible Property in accordance with all applicable procurement laws.

- 5.1.5 There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting Lessee, nor to the best knowledge of Lessee is there any basis therefore wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this or other document or certificate which is used or contemplated for use in the consummation of the transactions executed under the contract.
- 5.1.6 All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by Lessee of the contract or in connection with the carrying out by Lessee of its obligations hereunder have been obtained.
- 5.1.7 The entering into and performance of the lease by the Lessee will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance on any assets of Lessee or the Eligible Property pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which Lessee is a party or by which it or its assets may be bound, except as herein provided.
- 5.1.8 During the Lease Term, the Eligible Property will be used by Lessee only for the purpose of performing governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority.
- 5.1.9 Lessee currently intends to continue the lease term for the subject Lease through the current contract period and all of the subsequent renewal periods of the contract and to pay the lease payments hereunder. The County Department (lessee) will include in its budget request for each fiscal year the lease payments to become due in that fiscal year with respect to all Eligible Property leased hereunder for its benefit and will use all reasonable and lawful means available to secure the appropriation of money for each fiscal year sufficient to pay all lease payments coming due in that fiscal year with respect to that leased property. The parties acknowledge that appropriation for lease payments is a governmental function which Lessee cannot contractually commit itself in advance to perform and the contract does not constitute such a commitment. However, Lessee reasonably believes that moneys in an amount sufficient to make all lease payments can and will lawfully be appropriated and made available to permit Lessee's continued utilization of the Eligible Property in the performance of its essential functions during the applicable lease term.
- 5.1.10 Non-appropriation: Lessee is obligated only to pay such lease payments under the schedule as may lawfully be made from funds budgeted and appropriated for that purpose during Lessee's then current fiscal year.
- 5.1.11 If a Lease is terminated as a result of non-appropriation, Lessee agrees, at Lessee's cost and expense, to peaceably deliver the Eligible Property then subject to that lease to Lessor at the location or locations to be specified by Lessor. If Lessee fails to deliver Equipment that is subject to a lease terminated under this Section within 10 business days after the termination of that lease, the termination shall nevertheless be effective, but Lessee shall be responsible for the payment of damages in an amount equal to the amount of the lease payments that would thereafter have come due under that Lease if it has not been terminated and which are attributable to the number days after the termination of that lease during which Lessee fails to so deliver that leased property.
- 5.1.12 Location and Inspection: Once installed, no leased item will be moved from the location specified for it in the Lease Schedule on which that item is listed without notice to Lessor specifying the new location. After giving sufficient advanced notice, the Lessor shall have the right at all reasonable times during regular business hours to enter into and upon the property of Lessee for the purpose of inspecting the leased property.
- 5.1.13 Use and Maintenance of the Equipment: Lessee will not install, use, operate or maintain the leased property improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this schedule. Lessee will, at Lessee's own cost and expense, maintain, preserve and keep the leased property in good repair, working order and condition. Lessor shall have no responsibility to maintain, repair or make improvements or additions to the leased property.

6. REPAYMENT AND AMORTIZATION SCHEDULE:

Original Lease (Principal) Amount: _____
 Lease Term (# of years): _____
 Constant Maturity Treasury Rate as of (indicate date): _____
 Contract Adjustment of Constant Maturity Rate
 (as per contract): _____
 Effective Adjusted Rate of Lease: _____

| Payment # | Payment Due Date | Payment Amount | Interest Paid | Principal Paid | Balance |
|-----------|------------------|----------------|---------------|----------------|---------------|
| Original | --- | --- | --- | --- | \$(Principal) |
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |
| 6 | | | | | |
| 7 | | | | | |
| 8 | | | | | |
| 9 | | | | | |
| 10 | | | | | |
| 11 | | | | | |
| 12 | | | | | |

(Actual table shall be reduced or expanded to include the applicable number of quarterly payments)

All provisions of the Lease Contract, Contract Resolution # _____, including those contained in this Individual Lease Schedule shall be binding upon the Lessee and the Lessor. No other provisions or agreements shall be applicable to the individual lease of the Eligible Property specified herein.

APPROVALS:

Lessee (County Department):
 Signature: _____
 Printed Name: _____
 Title: _____
 Organization: _____
 Contract Resolution No: _____

Lessor (Contractor):
 Signature: _____
 Printed Name: _____
 Title: _____
 Organization: _____