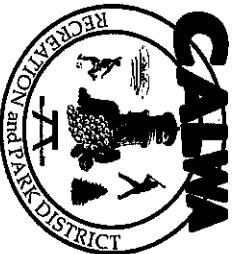




Pool Budget as of 01/07/21

Vendor	Services Rendered	Date	Cost	Invoice Number	Paid and Filed (Y/N)
C-III	Skimmers Autofill Rough Plumbing/Electrical Forming of pool @ grade	12/20/20	\$18,074.26	408	Y
Precision Civil Engineering	Topographic Survey	10/13/20	\$2,900.00	0001	Y
Yellow Dog Signs & Graphics	Groundbreaking Banner	11/21/19	\$160.00	27486	Y
C-III Construction Inc.	Demo of Calwa Pool Demo of concrete deck Remove/haul debris	12/25/19	\$48,000.00	390	Y
C-III Construction Inc.	Removal, haul of palm tree stump	12/25/19	\$2,820.00	390	Y
C-III Construction Inc.	Permit for demo of pool	12/25/19	\$709.00	392	Y
C-III Construction Inc.	Pool import/fill old pool section compact grade Cut/grade new depths	09/10/20	\$22,500.00	400	Y
City of Fresno	Permit	8/17/20	\$334.25	Transaction ID: 126241759	Y
CMG Construction Mfg. Inc	Allred Engineering	10/13/20	\$6,000.00	10006	N
Total Donations Received:			\$168,700.00		
Totals Spent:			\$101,497.51		
Remaining Budget:			\$67,202.49		
Remaining Expenses: (Rough)			\$96,924.00		
Negative Differential w/ 5% Contingency Applied			\$-38,156.51		



DECEMBER 2020 ACTUALS AND ESTIMATED EXPENSE MONTH REPORT

	Actual	Estimated	+/-
	DEC 20	Budget	
Ordinary Income			
<u>Income</u>			
Park Income (Income received from Park Rentals)	0.00		
Donations	1,871.00		
Events	0.00		
Field Rentals	0.00		
Hall Rentals	0.00		
Miscellaneous	135.56		
Insurance Claim Payouts	0.00		
Picnic Rentals	0.00		
Rent Payments	500.00		
Bank Credit (Valued Customer)			
Total Park Income:	2,506.56		
Employee Cost			
Employee Salaries	7,481.17	15,547.00	-8,065.83
Payroll Taxes	2540.55	1,392.00	+1,148.55
Payroll Fees	145.02	208.00	-62.98
Director Stipends	800.00	500.00	+300.00
Workers Compensation	-	-	0
HR Miscellaneous	52.00	144.00	-92.00
Totals Employee Costs	11,018.74	17,791.00	-6,772.26

Operations Expenses

Bank Fees	0.00	22.00	-22.00
Cleaning Supplies	0	300.00	-300.00
District Counsel	225.00	1000.00	-775.00
District Board Elections	-	-	-
Electricity	916.41	3,050.00	-2,133.59
Equipment Fuel	0.00	125.00	-125.00
Event Costs	179.78	225.00	-45.22
Fresno Co Service Fees	-	-	-
Liability Insurance	-	-	-
Internet	37.33	210.00	-172.67
Landline Phone	182.06	160.00	+22.06
Mobile Phones	121.88	120.00	+1.88
Memberships	1457.00	1,300.00	+157.00
Mileage	0.00	0.00	0.00
Office Equipment	63.20	180.00	-116.80
Office Supplies	71.50	180.00	+108.50
Professional Development	0.00	1,000.00	-1000.00
Recreation Programs	0.00	400.00	-400.00
Repairs & Maintenance	2,102.36	5,000.00	-2,897.64
Security	0.00	0.00	0.00
Security Monitor System	0.00	10.00	-10.00
Technology Services	104.98	120.00	+14.98
Trash Disposal	246.70	250.00	-3.30
Vehicle Leasing/Financing	162.53	375.00	-212.47
Water	1,287.89	2,850.00	-1,562.11

TOTAL	7,158.62	15,828.00	-8,669.38
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Christmas Event Expenses

+1500.00 Donations
-1654.50 Expenses
\$-154.50 (Calwa Covered Remaining Expense from Events Budget)

Final Totals and Savings

A) Operation Expenses:

Est Budget: \$15,828.00
Act Costs: \$7,158.62
Totals Saved: \$8,669.38

B) Employee Costs Expense:

Est Budget: 17,791.00
Act Expense: 11,018.74
Totals Saved: \$6,772.26

Christmas Event Expense Report

Description	Date	Vendor	Amount
Diapers and Toys	12/18/2020	Target	229.45
Toys	12/18/2020	Walmart	292.44
Toys	12/17/2020	Michaels	21.58
Toys	12/21/2020	Target	315.58
Toys	12/17/2020	Marshals	71.21
Toys	12/17/2020	Target	79.28
Toys	12/22/2020	Target	399.42
Shoes	12/21/2020	Vans	68.01
Toys, Gift Wraps	12/21/2020	Target	154.32
Toys	12/17/2020	Five Below	21.5
TOTALS			1652.79

Donations

Entity	Amount	Date	Check #
Leonard Carillo	500	12/7/2020	7323
Laura Garcia	500	12/18/2020	1054
KOC	500	12/10/2020	1493
Calwa Rec Events Budget	152.79	12/20/2020	NA
TOTALS	\$1,652.79		
EXPENSES	1652.79		
	0		

December Rev Act: ... 08

Date	Check No.	Description	Category	Sub Category	Type	Memo	Debit	Credit	Balance
12/30/2020		DIRECTDEBIT CALIFORNIA SPECI ONLINE PMT 123020 CKF412279708POS CCD	Uncategorized	Uncategorized	DIRECTDEBIT		-1457		\$45,565.59
12/30/2020		XFER TRANSFER TO CHECKING ***5854	Uncategorized	Uncategorized	XFER		-1500		\$47,022.59
12/30/2020		POS SUNNYSIDE TROPHY FRESNO CA ON 201230 #3381	Entertainment	Shopping	POS		-26.99		\$62,022.59
12/29/2020		POS 504815 USPS PO 0 2382 S FRESNO CA #3381	Miscellaneous	Postage & Shipping	POS		-8.3		\$62,049.58
12/29/2020		DEP	Uncategorized	Uncategorized	DEP			40000	\$62,057.88
12/28/2020		POS 010284 SHERWIN WILLIAMS CLOVIS CA #3381	Household	Home Improvement	POS		-47.07		\$22,057.88
12/28/2020		POS ADOBE *800-833-6687 ADOBE LY/ENUS CA ON 201228 #3381	Entertainment	Shopping	POS		-14.99		\$22,104.95
12/28/2020		POS 200M US 888-799-9666 8887999666 CA ON 201228 #3381	Bills & Utilities	Telephone	POS		-14.99		\$22,119.94
12/24/2020		POS EIG*FATCOW 866-5392854 MA ON 201224 #3381	Business & Office	Advertising	POS		-191.39		\$22,134.93
12/23/2020		POS 415908 TARGET T- 900 Sha Clovis CA #3381	Household	Groceries	POS		-399.42		\$22,326.32
12/22/2020	985101	CHECK	Uncategorized	Uncategorized	CHECK		-1287.89		\$22,725.74
12/21/2020		DIRECTDEBIT JEFF PFEIFFER ONLINE PMT 122120 CKF412279708POS CCD	Uncategorized	Uncategorized	DIRECTDEBIT		-550		\$24,013.63
12/21/2020		POS 419126 TARGET T- 6655 No Fresno CA #3381	Household	Groceries	POS		-154.32		\$24,563.63
12/21/2020		POS 147083 VANS #0487 FRESNO CA #3381	Entertainment	Shopping	POS		-68.01		\$24,717.95
12/21/2020		POS 315262 TARGET T- 6655 No Fresno CA #3381	Household	Telephones	POS		-315.58		\$24,785.96
12/21/2020		POS AT&T*BILL PAYMENT 8003310500 TX ON 201221 #3381	Bills & Utilities	Telephone	POS		-37.33		\$25,101.54
12/21/2020		POS 309729 TARGET T- 900 Sha Clovis CA #3381	Household	Groceries	POS		-14.03		\$25,138.87
12/21/2020		POS 309728 TARGET T- 900 Sha Clovis CA #3381	Household	Groceries	POS		-229.45		\$25,152.90
12/18/2020	985099	CHECK	Uncategorized	Uncategorized	CHECK		-63.2		\$25,382.35
12/18/2020		POS 109871 Wal-Mart Super FRESNO CA #3381	Household	Groceries	POS		-292.44		\$25,445.55
12/18/2020		CREDIT REMOTE DEP TO CHECKING ***6408	Uncategorized	Uncategorized	CREDIT			500	\$25,737.99
12/17/2020		DIRECTDEBIT MONTVOY LAW CORPO ONLINE PMT 121720 CKF412279708POS CCD	Uncategorized	Uncategorized	DIRECTDEBIT		-225		\$25,237.99
12/17/2020		POS 301710 TARGET T- 7600 N Fresno CA #3381	Household	Groceries	POS		-79.28		\$25,462.99
12/17/2020		POS 000143 MARSHALLS #069 FRESNO CA #3381	Entertainment	Shopping	POS		-71.21		\$25,542.27
12/17/2020		POS 266384 MICHAELS STORE FRESNO CA #3381	Entertainment	Recreation	POS		-21.58		\$25,613.48
12/17/2020		POS 006453 NORTH FRE 7628 N FRESNO CA #3381	Entertainment	Shopping	POS		-23.21		\$25,635.06
12/16/2020		DIRECTDEBIT MID VALLEY DISP ONLINE PMT 121620 CKF412279708POS CCD	Uncategorized	Uncategorized	DIRECTDEBIT		-246.7		\$25,658.27
12/16/2020		CREDIT REMOTE DEP TO CHECKING ***6408	Uncategorized	Uncategorized	CREDIT			500	\$25,904.97
12/14/2020		DEBIT PREVIOUS PERIOD ACTIVITY RESULTED IN MONTHLY SERVICE CHARGE	Uncategorized	Uncategorized	DEBIT		-25		\$25,404.97
12/14/2020		DEP	Uncategorized	Uncategorized	DEP			500	\$25,429.97
12/14/2020		CREDIT VALUED CUSTOMER MONTHLY SERVICE CHARGE REBATE	Uncategorized	Uncategorized	CREDIT			25	\$24,929.97
12/11/2020	985094	CHECK	Uncategorized	Uncategorized	CHECK		-52		\$24,904.97
12/11/2020		POS 265676 AMAZON.COM*BG4 SEATTLE WA #3381	Bills & Utilities	Internet	POS		-15.11		\$24,956.97
12/11/2020		POS TMX*TERMINIX INTL 800-8376464 TN ON 201211 #3381	Household	Home Improvement	POS		-264		\$24,972.08
12/10/2020		DIRECTDEBIT AT&T (PAC BELL) ONLINE PMT 121020 CKF412279708POS CCD	Uncategorized	Uncategorized	DIRECTDEBIT		-182.06		\$25,236.08
12/10/2020		DIRECTDEBIT VERIZON ONLINE PMT 121020 CKF412279708POS CCD	Uncategorized	Uncategorized	DIRECTDEBIT		-121.88		\$25,418.14
12/10/2020		DIRECTDEBIT THE HOME DEPOT R ONLINE PMT 121020 CKF412279708POS CCD	Uncategorized	Uncategorized	DIRECTDEBIT		-94.98		\$25,540.02
12/10/2020		POS 000006 AMAZON.COM*AD3 SEATTLE WA #3381	Bills & Utilities	Internet	POS		-17.27		\$25,635.00
12/9/2020	1003	CHECK	Uncategorized	Uncategorized	CHECK		-400		\$25,652.27
12/9/2020		CREDIT REMOTE DEP TO CHECKING ***6408	Uncategorized	Uncategorized	CREDIT			135.56	\$26,052.27
12/7/2020		ATM 7770-002284 BK WEST FRESNO STREET FRESNO CA #3381	Miscellaneous	Cash & ATM	ATM		-200		\$25,916.71
12/7/2020		POS THE MOWERS EDGE FRESNO CA ON 201206 #3381	Uncategorized	Uncategorized	POS		-499.9		\$26,116.71
12/4/2020	985055	CHECK	Uncategorized	Uncategorized	CHECK		-162.53		\$26,616.61
12/3/2020	1002	CHECK	Uncategorized	Uncategorized	CHECK		-2900		\$26,779.14
12/2/2020		DIRECTDEBIT PACIFIC GAS & EL ONLINE PMT 120220 CKF412279708POS CCD	Uncategorized	Uncategorized	DIRECTDEBIT		-916.41		\$29,679.14
12/1/2020		CREDIT REMOTE DEP TO CHECKING ***6408	Uncategorized	Uncategorized	CREDIT			371	\$30,595.55

ADP AM COPY: Payroll ... 54

Date	Check No.	Description	Category	Sub Category	Type	Memo	Debit	Credit	Balance
12/31/2020		DIRECTDEBIT ADP WAGE PAY WAGE PAY 123120 3900784643881IG CCD	Uncategorized	Uncategorized	DIRECTDEBIT		-3487.66		\$21,459.04
12/31/2020		DIRECTDEBIT ADP Tax ADP Tax 123120 RRIIG 010101A01 CCD	Uncategorized	Uncategorized	DIRECTDEBIT		-1152.2		\$24,946.70
12/30/2020		XFER TRANSFER FROM CHECKING *** **6408	Uncategorized	Uncategorized	XFER			15000	\$26,098.90
12/22/2020	11060	CHECK	Uncategorized	Uncategorized	CHECK		-421.37		\$11,098.90
12/21/2020		DIRECTDEBIT ADP WAGE PAY WAGE PAY 122120 7440553842441IG CCD	Uncategorized	Uncategorized	DIRECTDEBIT		-3987.45		\$11,520.27
12/21/2020		DIRECTDEBIT ADP Tax ADP Tax 122120 RRIIG 121826A01 CCD	Uncategorized	Uncategorized	DIRECTDEBIT		-1527.74		\$15,507.72
12/18/2020		DIRECTDEBIT ADP PAYROLL FEES ADP - FEES 121820 2RIIG 3803763 CCD	Uncategorized	Uncategorized	DIRECTDEBIT		-72.51		\$17,035.46
12/11/2020	11056	CHECK	Uncategorized	Uncategorized	CHECK		-181.55		\$17,107.97
12/7/2020		DIRECTDEBIT ADP WAGE PAY WAGE PAY 120720 6900603788981IG CCD	Uncategorized	Uncategorized	DIRECTDEBIT		-3493.72		\$17,289.52
12/7/2020		DIRECTDEBIT ADP Tax ADP Tax 120720 RRIIG 120425A01 CCD	Uncategorized	Uncategorized	DIRECTDEBIT		-992.81		\$20,783.24
12/4/2020		DIRECTDEBIT ADP PAYROLL FEES ADP - FEES 120420 2RIIG 7012976 CCD	Uncategorized	Uncategorized	DIRECTDEBIT		-72.51		\$21,776.05
12/1/2020	11055	CHECK	Uncategorized	Uncategorized	CHECK		-108.94		\$21,848.56
		TOTALS PAYROLL ACCT: ... 54					-15498.5		

Report ID: GLSF9109
 Program: GLSF9109

PeopleSoft
 MONTHLY GENERAL LEDGER TRIAL BALANCE

Fiscal Year 2021
 Through Period 6

Page No. 1
 Run Date 01/05/2021
 Run Time 09:57:37

Fund: Subclass: General Subclasses	Debit Accts	Beginning Balance		Year-to-Date Transaction	Current Balances
		Debit Accts	Credit Accts		
0110 Cash In Treasury	320,752.85	0.00	0.00	30,669.12	0.00
0315 Interest Receivable	1,338.86	0.00	0.00	0.00	0.00
1435 Due To Other Governmental	0.00	1,619,309.92	0.00	0.00	0.00
1480 Fiduciary Closing	0.00	1,644,884.96	0.00	0.00	0.00
2230 Fund Balance - Unassigned	0.00	-2,942,103.17	0.00	120,000.00	-3,062,103.17
3005 RDA ABX1 26 Property Tax	0.00	0.00	0.00	0.00	0.00
3006 Redevel Tax Increm Reimb	0.00	0.00	0.00	0.00	0.00
3008 Suppl-Prior Secured	0.00	0.00	0.00	0.00	0.00
3010 Property Taxes-Current Sec	0.00	0.00	0.00	0.00	0.00
3011 Suppl-Current Secured	0.00	0.00	0.00	0.00	0.00
3017 Property Taxes-Curr Unsec	0.00	0.00	0.00	0.00	0.00
3030 Penalties & Costs-Delinq F	0.00	0.00	0.00	0.00	0.00
3380 Interest	0.00	0.00	0.00	0.00	0.00
SUB CLASS TOTAL	322,091.71	322,091.71	150,669.12	150,669.12	351,421.97

End of Report

Report ID: GISFP9109
Program: GISFP9109

PeopleSoft
MONTHLY GENERAL LEDGER TRIAL BALANCE
Fiscal Year 2021
Through Period 6

Page No. 2
Run Date 01/05/2021
Run Time 09:57:37

Fund: 4668
Calwa Park And Recreation Dist
Subclass: 10000
General Subclass

	Beginning Balance	Year-to-Date Transaction	Current Balances
	Debit Accts	Debits	Debits Accts
	Credit Accts	Credits	Credit Accts
GRAND TOTALS	322,091.71	150,669.12	351,421.97

End of Report



CALWA RECREATION & PARK DISTRICT MEETING AGENDA

www.calwarecreation.org

REGULAR BOARD MEETING MINUTES

November 17, 2020

TIME – 5:30 P.M.

IMPORTANT NOTE:

- Residents may participate via Zoom by entering meeting code: 442 630 5086
- Comments will also be accepted by email at Info@calwarecreation.org

BOARD CHAIRPERSON

Raul Guerra, Chair

DISTRICT ADMINISTRATOR

Adam Ramos

BOARD VICE CHAIR

Mary L. Rosales Vice Chair

DISTRICT COUNSEL

Hilda Cantú Montoy

BOARD MEMBERS

Jose Luis Sanchez, Board Member

Gabriela Mares, Board Member

Esmeralda Zamora, Board Member

The Calwa Recreation and Park District Board of Directors welcomes you to its meetings and encourages you to participate. This agenda contains a brief general description of each item that will be considered by the Board. All participants who call in are asked to silence pagers, cell phones, and other devices that may disrupt the Board meeting. The Board may consider and act on an agenda item in any order it deems appropriate.

CALL TO ORDER AND ROLL CALL

Meeting was called to order by Board Chairperson Raul Guerra at 5:33 p.m. and Roll Call was as follows:

Board Chairperson Raul Guerra was present
Board Vice Chair Mary L. Rosales was absent
Board Member Jose Luis Sanchez was present
Board Member Gabriela Mares was present
Board Member Esmeralda Zamora was present

A. INVOCATION AND FLAG SALUTE

Invocation and Flag Salute were skipped

B. APPROVAL OF AGENDA

Board Member Jose Luis Sanchez motioned to approve agenda with item 3A Update Presented by Lou Brosi under New Business to be moved in agenda order before item C. Public Comments. Seconded by Board Chairperson Raul Guerra. Roll Call was as follows:

Board Chairperson Raul Guerra's vote was a yes

Board Vice Chair Mary L. Rosales was absent

Board Member Jose Luis Sanchez's vote was a yes

Board Member Gabriela Mares vote was a yes

Board Member Esmeralda Zamora's vote was a yes

4-0 approved; 1- absent and 0- opposed

C. PUBLIC COMMENTS

Members of the public wishing to address the District may do so when the item is called. In order to allow time for all comments, each individual is limited to three minutes, with a fifteen (15) minute maximum per group, per item, per meeting. When addressing the Board, you are requested to come forward to the speaker's microphone, state your name and address, and then proceed with your comments. All speakers are requested to wait until recognized by the Board Chair.

None

D. OLD BUSINESS

1. COVID-19 Update – Discussion and Direction by Board on any potential changes to Park operations **(Action)**
Update given that Fresno County has moved back into the purple tier and that there would be more restrictions being shared with us in the next few days.

2. Discussion on Park remaining closed until December 31, 2020 **(A)**

Board approval that Calwa Park is to remain closed until December 31, 2020. Motion was made by Board Member Jose Luis Sanchez and Seconded by Board Chairperson Raul Guerra. Roll Call was as follows:

Board Chairperson Raul Guerra vote was a yes

Board Vice Chair Mary L. Rosales was absent

Board Member Jose Luis Sanchez vote was a yes

Board Member Gabriela Mares vote was a yes
Board Member Esmeralda Zamora vote was a yes
4-0 approved; 1-absent and 0- opposed

A. NEW BUSINESS

1. Bank Account information (all accounts) **(Informational)**
2. Approval of Board Meeting Minutes **(A)**
Minutes- October 20, 2020
Minutes- November 5, 2020

October 20, 2020 minutes and November 5, 2020 minutes were approved. Motion was made Board Member Jose Luis Sanchez and Seconded by Board Chairperson Raul Guerra. Roll Call was as follows:

Board Chairperson Raul Guerra's vote was a yes
Board Vice Chair Mary L. Rosales was absent
Board Member Jose Luis Sanchez vote was a yes
Board Member Gabriela Mares vote was a yes
Board Member Esmeralda Zamora's vote was a yes

4-0 approved; 1-absent and 0-opposed

3. Update on Swimming Pool Project (Informational)

A. Update Presented by Lou Brosi

Electrical and Plumbing work would begin the first week of December and then Precision would be out at Calwa Park to locate the sewer, water and storm and then be able to call an inspection followed with steel work and rebar. Pending on approval of inspection then Gunite work would continue to have the concrete shell in place for the swimming pool in place.

5. Update on Fire and Construction of bathrooms **(Informational)**
Steel doors leading into the side area near the hall are being bid on by companies, but Renaissance will have to go back to the insurance adjuster regarding the price of the doors.

6. Update on Prop 68 and Master Plan (Informational)

Special Meeting that Sandra Celedon, Sheila Hakimipour and staff can all attend on December 10, 2020 via Zoom.

B. CLOSED DOOR SESSION

None

C. REPORT OF FINAL ACTIONS TAKEN IN CLOSED SESSION

None

D. ADJOURNMENT

Generally, agenda packets and other public documents are available for inspection by the public at the District Office located at 4545 E. Church Avenue, Fresno, CA. However, due to current COVID-19 emergency, the office is closed. You may request meeting agendas by email, you can ask to be added to the mailing list by calling (559) 264-6867 or send your request by email to info@calwarecreation.org. The agenda packet is posted at www.calwarecreation.org.

NEXT REGULAR MEETING:

December 15, 2020

Certification of Posting

State of California

County of Fresno

Calwa Recreation and Park District

I declare under penalty of perjury that I am employed by the Calwa Recreation and Park District and that I posted this Agenda on the bulletin board in the Calwa Recreation District Office, on the front door window of the District Office, and on the website at www.calwarecreation.org on November 13, 2020.

Signature



CALWA RECREATION & PARK DISTRICT MEETING AGENDA

www.calwarecreation.org

SPECIAL MEETING MINUTES

NOTICE AND AGENDA

December 10, 2020

TIME – 6:00 P.M.

IMPORTANT NOTE:

- Residents may participate via Zoom by entering meeting code: 818 0338 3126
Passcode 355722
- Comments will also be accepted by email at Info@calwarecreation.org

BOARD CHAIRPERSON

Raul Guerra, Chair

DISTRICT ADMINISTRATOR

Adam Ramos

BOARD VICE CHAIR

Mary L. Rosales Vice Chair

DISTRICT COUNSEL

Hilda Cantú Montoy

BOARD MEMBERS

Jose Luis Sanchez, Board Member

Laura Garcia, Board Member

Esmeralda Zamora, Board Member

The Calwa Recreation and Park District Board of Directors welcomes you to its meetings and encourages you to participate. This agenda contains a brief general description of each item that will be considered by the Board. All participants who call in are asked to silence pagers, cell phones, and other devices that may disrupt the Board meeting. The Board may consider and act on an agenda item in any order it deems appropriate.

CALL TO ORDER AND ROLL CALL

Meeting was called to order by Chairperson Raul Guerra at 6:17 p.m. and roll call was as follows:

Board Chairperson Raul Guerra was present
Board Vice Chair Mary L. Rosales was present
Board Member Jose Luis Sanchez was present
Board Member Laura Garcia was present
Board Member Esmeralda Zamora was present

A. INVOCATION AND FLAG SALUTE

Invocation and Flag Salute were led by Board Vice Chair Mary L. Rosales

B. APPROVAL OF AGENDA

Item was skipped

C. PUBLIC COMMENTS

Members of the public will have an opportunity to address items on this Special Meeting Agenda. Each individual is limited to three minutes, with a fifteen (15) minute maximum per group, per item, per meeting. When addressing the Board, you are requested to come forward to the speaker's microphone, state your name and address, and then proceed with your comments. All speakers are requested to wait until recognized by the Board Chair.

None

D. NEW BUSINESS

1. Seating of New Board Member Laura Garcia (A)

Swearing in Oath was read out loud by District Administrator to both Board Member Laura Garcia and Board Member Mary L. Rosales to which they both stated "I do"; Certificates were provided for both board members in hard copy and digitally.

2. Election of Chairperson and Vice Chair per By-Laws (A)

Board Member Mary L. Rosales nominated Board Member Esmeralda Zamora for Board Chairperson and it was Seconded by Board Member Jose Luis Sanchez. Roll Call was as follows:

Board Member Raul Guerra's vote was a yes
Board Member Mary L. Rosales vote was a yes
Board Member Jose Luis Sanchez vote was a yes
Board Member Laura Garcia's vote was a yes
Board Member Esmeralda Zamora's vote was a yes

5- Yes and 0- No's

Board Chair Raul Guerra nominated Vice Chair Mary L. Rosales for Vice Chair and was Seconded by Board Member Esmeralda Zamora.

Mary L. Rosales declined the role as Vice Chair.

Board Member Jose Luis Sanchez nominated Raul Guerra for Vice Chair and it was Seconded by Board Member Mary L. Rosales. Roll call was as follows:

Board Member Raul Guerra vote was a yes
Board Member Mary L. Rosales vote was a yes
Board Member Jose Luis Sanchez vote was a no
Board Member Laura Garcia vote was a no
Board Member Esmeralda Zamora vote was a yes

3-Yes and 2-opposed.

Board Member Laura Garcia nominated herself and was Seconded by Board Member Jose Luis Sanchez.

Since the nomination for Board Member Raul Guerra for Vice Chair came before and the votes resulted in his nomination and he accepted the Vice Chair role then there was no need to hold a roll call vote for Board Member Laura Garcia.

3. Calwa Park Master Plan Draft Vision and Goals

A. Consideration and Approval of Calwa Recreation & Park District Master Plan presented by Sandra Celedon and Sheila Hakimipour for approval. (A)

Motion was made to table this agenda item to the next regular board meeting on December 15, 2020 by Board Member Raul Guerra and Seconded by Mary L. Rosales. Roll Call vote was as follows:

Board Chairperson Esmeralda Zamora vote was a yes
Board Vice Chair Raul Guerra vote was a yes
Board Member Jose Luis Sanchez vote was a yes
Board Member Laura Garcia vote was a yes
Board Member Mary L. Rosales vote was a yes.

5-approved and 0-opposed.

E. ADJOURNMENT

Meeting was adjourned at 7:51 p.m.

Generally, agenda packets and other public documents are available for inspection by the public at the District Office located at 4545 E. Church Avenue, Fresno, CA. However, due to current COVID-19 emergency, the office is closed. You may request meeting agendas by email, you can ask to be added to the mailing list by calling (559) 264-6867 or send your request by email to info@calwarecreation.org. The agenda packet is posted at www.calwarecreation.org.

NEXT REGULAR MEETING:

December 15, 2020

Certification of Posting

State of California

County of Fresno

Calwa Recreation and Park District

I declare under penalty of perjury that I am employed by the Calwa Recreation and Park District and that I posted this Agenda on the bulletin board in the Calwa Recreation District Office, on the front door window of the District Office, and on the website at www.calwarecreation.org on December 9, 2020.

Signature _____



CALWA RECREATION & PARK DISTRICT MEETING AGENDA

www.calwarecreation.org

REGULAR BOARD MEETING MINUTES

NOTICE AND AGENDA

December 15, 2020

TIME – 5:30 P.M.

IMPORTANT NOTE:

- Residents may participate via Zoom by entering meeting code: 442 630 5086
- Comments will also be accepted by email at Info@calwarecreation.org

BOARD CHAIRPERSON

Esmeralda Zamora, Chair

DISTRICT ADMINISTRATOR

Adam Ramos

BOARD VICE CHAIR

Raul Guerra Vice Chair

DISTRICT COUNSEL

Hilda Cantú Montoy

BOARD MEMBERS

Jose Luis Sanchez, Board Member

Laura Garcia, Board Member

Mary L. Rosales, Board Member

The Calwa Recreation and Park District Board of Directors welcomes you to its meetings and encourages you to participate. This agenda contains a brief general description of each item that will be considered by the Board. All participants who call in are asked to silence pagers, cell phones, and other devices that may disrupt the Board meeting. The Board may consider and act on an agenda item in any order it deems appropriate.

CALL TO ORDER AND ROLL CALL

Meeting was called to order by Board Chairperson Esmeralda Zamora at 5:34 p.m. Roll call vote was as follows:

Board Chairperson Esmeralda Zamora was present
Board Vice Chair Raul Guerra was present
Board Member Jose Luis Sanchez was present
Board Member Laura Garcia was present
Board Member Mary L. Rosales was present

A. INVOCATION AND FLAG SALUTE

Invocation and Flag Salute were led by Board Member Mary L. Rosales

B. APPROVAL OF AGENDA

Agenda was approved as is and Motion was made by Board Member Mary L. Rosales and Seconded by Board Chairperson Esmeralda Zamora. Roll call vote was as follows:

Board Chairperson Esmeralda Zamora vote was a yes
Board Vice Chair Raul Guerra vote was a yes
Board Member Jose Luis Sanchez vote was a yes
Board Member Laura Garcia vote was a yes
Board Member Mary L. Rosales vote was a yes

5-0 approved and 0- opposed

C. PUBLIC COMMENTS

Members of the public wishing to address the District may do so when the item is called. In order to allow time for all comments, each individual is limited to three minutes, with a fifteen (15) minute maximum per group, per item, per meeting. When addressing the Board, you are requested to come forward to the speaker's microphone, state your name and address, and then proceed with your comments. All speakers are requested to wait until recognized by the Board Chair.

None

D. OLD BUSINESS

1. COVID-19 Update – Discussion and Direction by Board on any potential changes to Park operations (**Informational**)

Calwa Park remains closed and Fresno is in the purple tier. When CA state and CDC share new guidelines and information for the COVID-19 vaccination we will make sure that we are following them.

A. NEW BUSINESS

1. Bank Account information (all accounts) (**Informational**)

Presented By: DA

Bank Account updates were shared for all three accounts and a break down was given to Board Members with the opportunity for questions for District Administrator; No questions were asked by Board Members.

2. Approval of Board Meeting Minutes (**A**)

Minutes- November 17, 2020

November 17, 2020 minutes were approved as is and the Motion was made by Vice Chair Raul Guerra and Seconded by Board Member Jose Luis Sanchez. Roll Call was as follows:

Board Chairperson Esmeralda Zamora vote was a yes
Board Vice Chair Raul Guerra vote was a yes
Board Member Jose Luis Sanchez vote was a yes
Board Member Laura Garcia vote was a yes
Board Member Mary L. Rosales vote was a yes

3. Update on Swimming Pool Project (**Informational**)
Presented By: DA

Underground /plumbing and steel applied the first week of January. January 11th steel inspection sign off and apply Gunite. 91,263.72 is the remaining balance. Sal Quintero and Ari Martinez are still actively seeking new donors. CMG invoice of \$6,000 that was for surveying and engineering that was sent to Ari Martinez from Sal Quintero's office.

4. Update on Fire and Construction of bathrooms (**Informational**)

Fire project update is 95% complete. SDRMA adjuster is going to have an additional check sent in the amount of \$13, 517.72 due to the doors and additional code upgrade's that needed to be done as well. Custom made doors can put the completion of the fire project to either end of December or the first week of January.

Gas line is complete, trench is covered up, concrete needed to cover gas line, gas turned on, addendum is good and will just need the final sign off.

No questions from Board Members

5. Prop 68 and Master Plan (**Action**)
Presented By: Chair Esmeralda.

District Administrator was asked to push forward with lighting project. Potential start could be the middle of January.

Board Members asked for a copy of full narrative for Prop. 68 and what the money could be used on and not.

A budget was asked to be prepared and taking into account what the numbers would like to have Calwa Staff being fully staffed and the swimming pool operating.

1. **CLOSED SESSION**
None

2. **REPORT OF FINAL ACTIONS TAKEN IN CLOSED SESSION**

None

3. ADJOURNMENT

Meeting was adjourned at 6:52 p.m.

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NEXT REGULAR MEETING:

January 19, 2020

Certification of Posting

State of California

County of Fresno

Calwa Recreation and Park District

I declare under penalty of perjury that I am employed by the Calwa Recreation and Park District and that I posted this Agenda on the bulletin board in the Calwa Recreation District Office, on the front door window of the District Office, and on the website at www.calwarecreation.org on December 11, 2020.

Signature

Meeting Notes

Sandra C.

12/21/20

46 minutes

Measure P:

Sandra: is a city measure, help write the measure and ran field campaign. Court stated it only needed majority to support. Will do, will create a sales tax and is dedicated to arts, parks, and trails, and any programming. That'll fund the City of Fresno, and fund the parks department. Maintenance, programs, etc. 30 year measure.

Calwa Park (how can we generate more revenue)?

Its own independent district. We are not eligible for any benefit of the sales tax. Nothing that says we cannot enter into an agreement with the City stating that a majority of the people who use Calwa Park are not in our district, and can give us funding for the pool or any resources. Figuring out where are park users are coming from can take a survey of the patrons of the park and document for the city. We get a lot of regional people, not just Calwa, and from other zip codes. Get a survey to figure out where the people are coming from. LAFTCO (they set the boundaries) and could make our boundaries larger and capture more homes in the property taxes here in Calwa. Calwa itself could put a sales tax on the ballet (not recommended). Have the power to do it because we are an independent governing board. Cost sharing agreement with the City of Fresno to benefit from the dollars of Measure P. Board is not open to this, is dissolving special district and make it City of Fresno Park and would be covered by Measure P.

How did the meeting go?

Overall it went well. The fact that the board expressed support for master plan and prop 68 project was great to hear. I think that the other piece it was good to keep them informed, really get them into a clear mindset on what will happen with the Prop 68 as well as the Master Plan. Wants Calwa park to be the park that everyone wants it to be. If Calwa, is to understand that they are in a privileged position, is the only project funded in the whole county. Take advantage of this opportunity.

How come we cant get lights?

I know its in the master plan at some point, that was something that the board wanted to stress and ask, and see if can include?

The nature of the best, in the prop 68 grant there is some budget for (some) lights. There's two time lines. There's the master plan timeline, strategic development for the future in the next 20 years, there's no money for any of these upgrades. At the end of finalizing Master Plan and Prop 68, you will get a fancy document that will be 100 pages or so long. When you apply for grants and they want information that shows you have gone through a large grant process before of this magnitude, it will look better on your end, highly professional and highly likely to be awarded the grant(s). Will strengthen your grant applications. We are laying the foundation down, hey adam go apply for federal dollars, master plan is the document that will strengthen your grant proposal. Will fund a master plan aspect through the use of prop 68. Lighting will be

in the central area. We will get lights, but not in the whole park. Unless we have savings, we did put in place some wording that can help with the lights if excess money is left over. All of that work will happen in 2021, breaking ground in 2021, will be done with everything in 2022. We know you have immediate needs, but for us we want to complete the central portion, and we will get lights but not the whole park. State, grant deliverables, compliance, phase it in, state wants to see that were adding lights to the project area to show the state we are meeting those guidelines. Placeholder language was added to see if any extra funds can go towards the parks whole lighting area. Submitted a detailed proposal to the state, to be compliant, we have to show the progress. Priority is the project area (central portion of the park).

Electrical Grind Question?

Is money going to upgrade the electrical side of things, will our current electrical grid support what is being added. We wont know any of that until the final blueprints are done. Were not there yet. We need from you Adam? -Engineer that we are working with there, did we do a geotechnical study?- They did not, confirmed with Lou.

Listing of what can and cannot incorporate into the funds?

In the presentation we provided on the map. We did provide that already, kind of the broad categories. Were working on finalizing details, those categories have to happen. That's what the state is expecting from the prop proposal. On page 31, under new improvements, there's 9 overarching things that were doing. Number 8 states lighting throughout, we have to guarantee lighting in the project area, but again but if we have extra funds we can try to add in other places. We can look at adding more lighting to the park. That is what we HAVE to do for the grant, once we meet everything in the map then we can use extra money for other areas. State has compliance rules, minimum compliance, if money is leftover, then we can add extra to the current 9 categories already approved and funded. We can use it for the same category, cannot create new parameters, money needs to go towards what is written in the original state proposal.

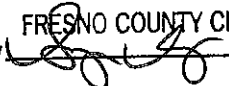
There is a contract approved by the board and a resolution (which is presented in as attachment to document).

E202010000035

**NOTICE OF EXEMPTION
ARTICLE 19 OF THE STATE CEQA GUIDELINES**

TO: County Clerk, County of Fresno
P.O. Box 1628
2221 Kern Street
Fresno, CA 93717

FROM: Calwa Recreation and Park
District
4545 E Church Ave
Fresno, CA 93725

FILED
JAN 29 2020
TIME 2:10pm
FRESNO COUNTY CLERK
By:  DEPUTY

Proposed Project: CALWA PARK RENOVATION

Project Location: 4545 E. Church Avenue, Fresno, CA 93725.

Project Description: The project involves the renovation of Calwa Park in conjunction with an application for state grant funding under Proposition 68 for the repair, minor alteration, operation, alteration of Calwa Park, an existing public facility, as follows: Renovate the existing Calwa Park to include the following new/renovated recreation features and major support amenities: Construct new art kiosks; Construct five new picnic areas, all with shade structures; Construct three new play areas; Renovate an existing historic Rocket Ship Structure; Construct a new Sensory & Drought Tolerant Demonstration Garden; Renovate an existing Snack Bar; Construct a new Open Market Place; Construct a new Adult Fitness Center area; Construct a new walking loop; and Construct safety lighting, drought tolerant landscaping, and shade trees throughout park improvement area.

Purpose and Beneficiaries of the Project: The purpose of the project is to allow for the repair, minor alteration, operation, alteration, etc., of the Calwa Park. The beneficiaries are the Calwa Recreation and Park District and the users of the park facilities.

Name of Public Agency Approving the Project: Calwa Recreation and Park District, 4545 E Church Ave, Fresno, CA 93725.

Person/Agency Carrying Out the Project: Calwa Recreation and Park District.

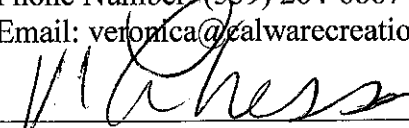
Exempt Status: Categorical Exemption (Article 19) Section 15301 – Existing Facilities

Reasons Why Project is Exempt: The project falls within the Categorical Exemption set forth in CEQA Guidelines Section 15301 (Existing Facilities), which exempts certain projects involving negligible expansion of existing of form use. The project is consistent with the use of the property for community recreation and open space uses. This Categorical Exemption is applicable as the project consists of the repair, minor alteration, operation, alternation, etc., of Calwa Park which is an existing public facility, and which has been used for picnic areas, play areas, greenspace and landscape gardens (including shade trees), snack and food sales, fitness and exercise areas, walking and associated pathways and sidewalks. The project will also involve the repair of existing structures, such as the existing snack bar and renovation an existing historic rocket ship play structure. Therefore, the project merely involves the negligible expansion of existing or former uses. Further, none of the exceptions to Categorical Exemptions sect forth in CEQA Guidelines Section 15300.2 apply to this project. Based on the above, a Class 1 exemption under CEQA Guidelines Section 15301 is applicable for this Project.

E202010000035

Lead Agency Contact Person (CEQA):

Veronica Luchessa, Interim District Administrator
Calwa Recreation and Park District
4545 E Church Ave
Fresno CA 93725
Phone Number: (559) 264-6867
Email: veronica@calwarecreation.org



*Signature

Date: 1/29, 2020

*Signed by Lead Agency

January 8th, 2021

Prop. 68 Facebook and Zoom Comment Highlights

36 likes, 771 views, 127 comments, 17 shares

- “We have had the same park for years I’m 38 now when I was a kid’s things haven’t changed.”
- “I would like that they give classes like dancing, singing, acting, nails, hairstyles.”
- “More youth events, more classes”
- “What about the building? Looks very old.”
- “Our teams/sports drive a lot of the activities in the park. We’ve been denied tournament opportunities because our fields are not well maintained. My kids thrive on those fields as much as my younger kids appreciate the parks! We would love an overall development of the grounds besides the playground.”
- “Improving the playing field, turf will be important for safe play in the fields.”
- “Glad to hear that fields will be improved as many people use the field for exercise, organized sports and staying fit. There is a need to level the fields and eliminate potholes, improve lighting, and entrances.”
- “The most important thing is that there’s a lot of programs for the kids but also for the parents because they bring the kids to the programs and all of the other stuff.”
- “A walking path around the perimeter would encourage healthy activity for middle aged and older adults.”
- “That is a huge shortfall to overcome Sir. Revenues are at 300k and its expected for the Calwa Park residents to pay the rest? Yes, other folks come to the park, but the funding comes from the residents at Calwa.”
- “How the fields are not in good shape. The fields up north look much nicer.”
- “It is a commercial area, so taxing companies would be best.”
- “Another important thing is that you have to keep the kids active and sometimes they just pay too much money that they can’t do it because it’s too much for parents or the parent to pay.”
- “Wil the exterior roads, North and West will be replaced?”
- “Add a dog park.”
- “Renting the facility for birthday parties, events, (tournaments, cultural activities, etc.) and classes can generate revenue also. This is great for the Calwa and Fresno Community! Thanks for your work!”
- “Renting spaces for BBQ or event will help, but not confident it will be enough to support a \$1m yearly need.”
- “My concern is to keep the park a size that we can support not build bigger than we can.”

- “turning one of the basketball courts into futsal courts would be a step in the right direction. We have such a huge soccer community especially in south east Fresno. You would be able to host futsal tournaments as well. Red bull hosted their soccer tournament at Calwa the first year and then moved to futsal court the following year.”

Key Highlights

- Field Development
- Artificial Turf Fields-soccer, futsal, small portions to use as football fields.
- Hall Building Upgrades and Kitchen
- Lighting throughout the park
- Safety
- Variety of programs offered for personal/professional development.
- Recreation programs from children to adults
- Concerned about revenue income.
 - Suggested sponsorships with local companies surrounding the park.
- Community Outreach
- Summer Programs- pool
- Afterschool Programs



TURNER SECURITY SYSTEMS, INC.

120 W. Shields Ave. • Fresno, CA 93705

(559) 486-3466 • FAX 486-6484

A.C.O. 5821

Residential Commercial

1/7/2021

Approximate Effective Date

Client ID No. _____

SERVICE ADDRESS
 CALWA RECREATION/ PARK DIST- HALL, SHOP, GARAGE

Name
 4545 E CHURCH

Street
 FRESNO CA 93725

City, State, Zip

Security Panel Phone Number _____

Gate Code _____

BILLING ADDRESS
 SAME

Company Name _____

Street _____

City, State, Zip
 ADAM RAMOS/ ERICA LINARES

Attention Of
 559-264-6867

Phone Number _____ Fax Number _____

1. **Installation:** Turner agrees to install and to service, not as an insurer, during the term of this Agreement, an alarm system ("System") as described below:

Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	T.S.S. 24 Hour Alarm Monitoring	\$ 30.00	Per Mo.
Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	T.S.S. Fire Alarm Monitoring and Dispatch of Fire Dept.	\$ _____	Per Mo.
Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	T.S.S. Monitoring - Duress Signal / Panic Button, Law Enforcement Dispatch Only	\$ _____	Per Mo.
Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	T.S.S. Monthly Open / Close Mailed Reports	\$ _____	Per Mo.
Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	T.S.S. Cellular Backup Service W/ TOTAL CONNECT	\$ 10.00	Per Mo.
Total Monthly Recurring Payment			\$ 40.00	Per Mo.
Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Dispatch Law Enforcement Alarm Signal		Separate Agreement Required
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	T.S.S. Vehicle Patrol Response		(If yes, see additional form)
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Services Paid By Credit Card (Visa, Mastercard, Discover)		\$ _____
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Other Services _____		\$ _____
Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Installation charge for leased equipment	\$ 1249.00	
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Installation charge and purchase price for purchased equipment	\$ 120.00	
Billing Options	<input checked="" type="checkbox"/> per quarter <input type="checkbox"/> semi-annually <input type="checkbox"/> per year			

All services payable prior to installation

Responsible Party Contacts (Name / Phone#):

- 1) _____ 2) _____
- 3) _____ 4) _____

TERM, PAYMENT AND RENEWAL: Subscriber agrees to pay to Turner, its agents or assigns:

On the 1st day of the month commencing with the month following completion of the installation for an original term of three (3) years. In addition, Subscriber shall pay the pro-rata share of the service charge for the month in which the System is activated. After the original term, this Agreement shall automatically be renewed for successive two (2) year terms unless either party notifies the other in writing of its intention to terminate this agreement, not less than thirty (30) days prior to the expiration of the original term or any renewal term thereof.

Turner may increase the service fee for any renewal term of this Agreement by giving Client sixty (60) days prior written notice. If Client chooses not to accept this increase, Client may cancel the service and this Agreement by giving Turner written notice at least thirty (30) days prior to the effective date of the increase. If Client does not give Turner such notice, the rate increase will become effective on the date indicated in Turner's notice.

PIN Number: _____ *Customer Is Responsible To Provide Updated Account Info.

Equipment Installation Summary

Panel - Make / Model	PRO 7 SERIES	Serial Number	_____
Window Contacts - Make / Model	GLASS BREAK DET.	Quantity	4
Door Contacts - Make / Model	PRO6CT	Quantity	18
Motion Detectors Make / Model	PRO6PIR	Quantity	8
Keypad Make / Model	LCD	Quantity	1
Siren / Bells Make / Model	INDOOR/ OD	Quantity	1 EACH
Panel Reporting Format	CELL COMMUNICATOR W/ TOTAL CONNECT	Location	TBD

System Warranty: Equipment: One (1) Year. Labor: Ninety (90) Days.

All Services Accepted Subject To Terms / Conditions On Reverse.

Any installation over \$10,000 must be co-signed by a Turner family member.

Company or Residential Name _____

Authorized Representative / Title _____

E-Mail Address _____ Fax# _____

Print Name _____

Signature _____ Date _____

TURNER SECURITY SYSTEMS, INC.

TERRY A CAMPBELL

Authorized Representative
 ACE#71080

Title _____

Signature _____ Date _____

Signature _____ Date _____

* PLEASE INITIAL BOTTOM OF PAGE 2 *

- 2. GENERAL SERVICES PROVIDED:** CLIENT and TURNER SECURITY SYSTEMS, INC. ("TURNER") hereby mutually agree that TURNER shall furnish alarm monitoring in the amount and at the rates and at the location described in the Schedule of Security Service on the reverse side hereof. Such service will be provided in accordance with mutually approved, written surveillance and shall be subject to all of the terms and conditions hereof.
- 3. TERM OF AGREEMENT:** This Agreement shall be for a term of three (3) years (the "Initial Term"). Following expiration of the Initial Term, this Agreement shall automatically be renewed for successive two (2) year terms unless either party notifies the other in writing of its intention to terminate this Agreement, not less than ninety (90) days prior to the expiration of the original term or any renewal term thereon.
- 4. INSTALLATION AND DESIGN OF SYSTEM:** CLIENT authorizes and empowers TURNER to install or cause to be installed an alarm system (the "System") as set forth herein. The System shall include, but not be limited to electromagnetic contact switches. The alarm system will activate only if the door or window is opened and will not activate if glass or paneling in the door or window is broken or removed. CLIENT ACKNOWLEDGES THAT ADDITIONAL PROTECTION OR MORE SECURE TRANSMISSIONS FACILITIES MAY BE OBTAINED FROM TURNER OVER AND ABOVE THAT PROVIDED HEREIN AT ADDITIONAL COST. Additionally, TURNER will also maintain, as a part of the system, an appropriate off-site monitoring station where alarms may be monitored by TURNER employees.
- CLIENT warrants that it has full authority from the owner and/or person in control of the premises to permit the installation and operation of the System under all conditions set forth herein. CLIENT authorizes use of electrical outlets required and necessary current throughout the meter for the installation and operation of the system at its expense. CLIENT shall, at its own expense, make any necessary repair or changes to CLIENT'S premises, as requested by TURNER, to facilitate the installation and operation of the System. Any error or omission in the construction or installation of the System must be called to the attention of TURNER in writing within (10) days after completion of the installation; otherwise, the installation shall be deemed totally satisfactory to and accepted by CLIENT. TURNER assumes no liability for delay in installation of the equipment, or for the interruption of service due to strikes, riots, floods, storms, earthquakes, fires, power failures, insurrection, interruption or availability of telephone service, acts of God, or for any cause beyond the control of TURNER and will not be required to supply service to CLIENT while interruption of service due to any such cause may continue.
- 5. MONITORING SERVICE:** Upon detection of an alarm signal requiring a response, as determined by TURNER in its sole and absolute discretion, TURNER'S monitoring facility shall make every reasonable effort, to notify the appropriate police or fire department, or other persons or entities designated by CLIENT in writing to TURNER, unless there is a reasonable cause to determine that an emergency condition does not exist. TURNER reserves the right to verify all suspicious activity by telephone or otherwise before notifying emergency personnel and may discontinue any particular response service.
- CLIENT acknowledges and agrees that TURNER employees at the monitoring station and monitor multiple alarms simultaneously. While TURNER makes every effort to train and supervise its monitoring personnel, CLIENT acknowledges that it will not hold TURNER, or its monitoring personnel, liable for any negligence during its monitoring process.
- 6. CANCELLATION:** (Residential Only) YOU, THE SUBSCRIBER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE ATTACHED NOTICE OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT.
- 7. REPAIR SERVICE:** All repairs to the System, necessitated by ordinary wear and tear, shall be at client's expense. If not otherwise brought to the attention of TURNER by CLIENT, repair service shall be completed, to the extent reasonably possible and practicable, within twenty-four (24) hours of detection, Monday through Friday 8:00 a.m. - 5:00 p.m. During the period that the system is inoperable, in any degree, labor charges shall be for a minimum of one (1) hour for each visit to CLIENT'S premises and at prevailing rates. Payment of charges for repair service shall be paid upon completion of the work.
- 8. INTERRUPTION; CANCELLATION; TERMINATION:** TURNER assumes no liability for interruption of monitoring or repair service due to strikes, riots, floods, storms, earthquakes, fires, power failure, acts of God, interruption or unavailability of telephone service, acts of God, or for any other cause beyond the control of TURNER and will not be required to supply service to CLIENT while interruption of service due to any such cause may continue. This Agreement may be suspended or canceled, at the option of TURNER, if CLIENT'S premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service.
- 9. TRANSMISSION LINES:** CLIENT shall pay all charges made by any telephone company or utility for installation and service due to telephone or DSL lines and related equipment (including jacks) connecting CLIENT'S protected premises to the monitoring facility. CLIENT acknowledges that if a digital communicator is used the signals from the System will be transmitted over CLIENT'S regular telephone lines or DSL lines, and in the event CLIENT'S line is out of order, disconnected, placed on vacation, or otherwise interrupted, signals from the System will not be received at the monitoring facility during any such interruption in service and the interruption will not be known to TURNER. CLIENT further acknowledges and agrees that telephone company or DSL lines are wholly beyond the control and jurisdiction of TURNER and are maintained by the applicable company from whom services are contracted.
- 10. INCREASE IN TAXES OR UTILITY CHARGES:** CLIENT acknowledges that all charges set forth herein are based upon existing Federal, state and local taxes and utility charges, including telephone company line charges, if any. TURNER shall have the right, at any time, to increase the monthly charges, provided herein, to reflect any additional taxes, licenses, permits, fees or charges which hereafter may be imposed on TURNER by any utility or governmental agency relating to the service provided under the terms of this Agreement and CLIENT agrees to pay the same.
- 11. TITLE TO EQUIPMENT; REMOVAL OF SYSTEM (only applies to leased equipment):** CLIENT acknowledges and agrees that this Agreement is a service agreement only and that THE ENTIRE SYSTEM SHALL AT ALL TIMES REMAIN THE SOLE PROPERTY OF TURNER. CLIENT will not damage, encumber or dispose of the System or permit the System to be damaged, encumbered, taken from the premises, tampered with or repaired by any unauthorized agents of TURNER. In the event of loss or damage to the System or any part thereof, CLIENT agrees to pay TURNER the reasonable value thereof or cost of repair as the case may be. At the expiration of this Agreement or in the event of any default in performance by CLIENT, TURNER is authorized to enter upon the premises of CLIENT and to remove all or any portion of the System. TURNER may elect to abandon all or any portion of the System. Removal of the System shall be without prejudice to the collection of any and all sums due under the entire contract or extensions or renewals thereof. CLIENT shall allow TURNER to remove the System. In the event CLIENT attempts or in fact removes the System CLIENT agrees that CLIENT will be charged the full and current value of a new System. CLIENT agrees that installation of the System does not create a future to CLIENT'S Premises. In the event CLIENT is not the owner of the premises, CLIENT hereby warrants that CLIENT has secured the written consent of the owner for the installation and removal of the system.
- 12. CLIENT'S DUTIES:** CLIENT will instruct all who use the system on its proper procedure. CLIENT shall carefully and properly test and set the alarm system immediately prior to securing the premises. If any device in operation all the system develops, or in the event of a power failure or other interruption at CLIENT'S premises, CLIENT shall notify TURNER immediately. CLIENT agrees to furnish to TURNER a written list of names, titles, addresses, and phone numbers of all persons authorized to be notified in the event of an emergency, and a daily and holiday opening and closing schedule. All changes, revisions and modifications to the above shall be supplied to TURNER in writing. CLIENT shall obtain all CLIENT'S sole expense of all necessary permits and licenses that may be required by any governmental agency for the use and operation of the System. When any device or protection is used and is not limited to space protection, (i.e., Ultra-Sonic, Microwave, Infrared, etc.) which is affected by turbulence of air, occupied air space change or other disturbing conditions, CLIENT shall turn off and/or remove all things animate or inanimate, including but not limited to all forced air heaters, air conditioners, horns, bells, animals, and other sources of air turbulence or movement which may interfere with the effectiveness of the System during closed period while the System is on. CLIENT shall provide all electrical currents and outlets necessary for the operation of the System. CLIENT shall obtain all CLIENT'S sole expense of all necessary permits and licenses that may be required by any governmental agency for the use and operation of the alarm system. When any device or protection is used including but not limited to space protection (i.e., Ultra-Sonic, Microwave, Infrared, etc.) which is affected by turbulence of air, occupied air space change or other disturbing conditions, CLIENT shall turn off and/or remove all things animate or inanimate, including but not limited to all forced air heaters, air conditioners, horns, bells, animals, and other sources of air turbulence or movement which may interfere with the effectiveness of the System during closed period while the System is on. CLIENT shall provide all electrical currents and outlets necessary for the operation of the System.
- 13. TURNER'S LIABILITY/DISCLAIMER OF WARRANTIES:** TURNER DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM MAY NOT BE COMPROMISED OR CIRCUMVENTED, OR THAT THE SYSTEM OR SERVICES WILL PREVENT ANY LOSS BY BURGLARY, FIRE, HOLDUP, OR OTHERWISE. CLIENT ACKNOWLEDGES AND AGREES THAT TURNER HAS MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, NOR HAS CLIENT RELIED ON ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. CLIENT FURTHER ACKNOWLEDGES AND AGREES INSURER THAT CLIENT ASSUMES ALL RISK OF LOSS OR DAMAGE TO CLIENT'S PREMISES OR TO THE CONTENTS THEREOF, AND THAT CLIENT HAS READ AND UNDERSTANDS ALL OF THIS AGREEMENT, PARTICULARLY PARAGRAPHS 23 AND 24 WHICH SET FORTH TURNER'S MAXIMUM LIABILITY IN THE EVENT OF ANY LOSS OR DAMAGE TO CLIENT OR ANY ONE ELSE.
- 14. BINDING AGREEMENT:** THIS AGREEMENT SHALL NOT BE BINDING UPON TURNER UNLESS EITHER (A) APPROVED IN WRITING BY MANAGER OF TURNER OR (B) TURNER COMMENCES SERVICE. IN THE EVENT OF NON-APPROVAL THE SOLE LIABILITY OF TURNER SHALL BE TO REFUND THE CLIENT THE AMOUNT THAT HAS BEEN PAID TO TURNER BY CLIENT UPON SIGNING OF THIS AGREEMENT.
- 15. SUSPENSION OR CANCELLATION OF THIS AGREEMENT:** This Agreement may be suspended or canceled without notice at the option of TURNER if the monitoring facilities or CLIENT'S premises, or the System are destroyed by fire or other catastrophe, so substantially damaged that it is impractical to continue service, or in the event TURNER is unable to render service as a result of any action by any governmental action.
- 16. DELINQUENCY; RECONNECT CHARGE:** In the event any payment due hereunder is more than ten (10) days delinquent, TURNER may impose and collect a late charge on the amount of the delinquency at the maximum rate then permitted by California Law. If CLIENT fails to make payments as specified herein, CLIENT agrees to pay reasonable attorney fees and other legal expenses associated with collection of CLIENT'S account(s), and to pay TURNER'S reasonable collection costs associated with collection of the amount(s) due. If the System's deactivated because of CLIENT'S past due balance, and if CLIENT desires to have the system reactivated, CLIENT agrees to pay in advance to TURNER a reconnect charge in the amount of \$100.
- 17. CHANGE IN OWNERSHIP OF CLIENT'S PREMISES:** CLIENT acknowledges that the sale or transfer of CLIENT'S premises shall not relieve CLIENT of this agreement and obligations under this Agreement. CLIENT may not assign or permit anyone to take subject to this Agreement without the prior consent of TURNER.
- 18. ASSIGNEES AND SUBCONTRACTORS OF TURNER:** TURNER shall have the right to assign this Agreement to any other person, firm or corporation without notice to CLIENT and shall have the further right to subcontract any services which it may perform. CLIENT acknowledges that this Agreement, and particularly those paragraphs relating to TURNER'S maximum liability, liquidated damages, and third party indemnification, inure to the benefit of and are applicable to any assignees, and/or subcontractors, and that they bind CLIENT with respect to said assignees, and/or subcontractors with the same force and effect as they bind CLIENT to TURNER.
- 19. DEFAULT BY CLIENT:** IF CLIENT fails to pay any amount within ten (10) days after the same is due and payable, or if CLIENT fails to perform any other provisions of the Agreement within ten (10) days after TURNER has requested in writing performance thereof, TURNER may terminate this Agreement. If any proceeding in bankruptcy, receivership or insolvency shall be commenced by or against CLIENT, or his property, or if CLIENT makes any assignment for the benefit of creditors, CLIENT and any Trustee or assignee appointed to take charge of CLIENT'S assets shall elect within thirty (30) days to assume or reject this Agreement. If assumed, the party assuming this Agreement shall within sixty (60) days thereafter: (1) cure all defaults including payment of all amounts due, and (2) provide to TURNER assurances of future performance. TURNER shall have the right to terminate this Agreement. If TURNER terminates this Agreement pursuant to the provisions of the section, TURNER shall be entitled to recover from CLIENT all sums TURNER may be entitled to under law including, without limitation, loss of profits. CLIENT'S abandonment of the premises shall not relieve CLIENT of its obligations under the terms of this Agreement. CLIENT shall also reimburse TURNER for any legal expenses TURNER incurs in defending itself against any such claims, which CLIENT fails to defend, together with any legal expenses TURNER incurs in enforcing any of the terms, conditions, covenants or promises of this agreement.
- 20. LIQUIDATED DAMAGES TO TURNER FROM CLIENT IN EVENT OF CANCELLATION:** CLIENT acknowledges that as a direct result of the Agreement, TURNER has and will continue to make substantial investment in inventory, equipment and personnel in order to provide alarm system services and that it would be impractical or extremely difficult to fix TURNER'S actual damages in the event of the breach of the Agreement by CLIENT. Accordingly, if CLIENT should cancel, breach or otherwise terminate this Agreement, or any extension thereof prior to the end of the term or applicable renewal term for any reason other than those expressly permitted in this Agreement, CLIENT shall pay TURNER as liquidated damages and not as a penalty, an amount equal to 110% of the monthly service charge period multiplied by the number of months remaining in the unexpired term of the agreement. CLIENT hereby grants TURNER or any assignee the right to verify employment or run a credit report to assist CLIENT'S ability to fulfill its financial obligation under this agreement. Should said be commenced to enforce any of the terms of this agreement, the prevailing party shall be entitled to reasonable attorney's fees and the cost of jurisdiction shall be in Fresno County, California. CLIENT will be responsible for a \$1500 bookkeeping fee if the account is assigned to a third party for collection. Turner reserves the right to apply a rescinding fee to accounts that are cancelled by CLIENT.
- 21. TURNER IS NOT AN INSURER; LIQUIDATED DAMAGES; LIMITATION OF LIABILITY:**
- 21.1 It is understood and agreed, that TURNER is not an insurer, that insurance if any, shall be obtained by CLIENT; that the payment provided herein are based solely on the value of the service as set forth herein and are unrelated to the value of the CLIENT'S property or the property of others located on CLIENT'S premises; that TURNER makes no warranty or warranty, including any implied warranty of merchantability or fitness that the system or services supplied will avert or prevent consequences or the consequences there from which the system or service is designed to detect or avert. CLIENT acknowledges that it is impractical and is extremely difficult to fix the actual damages, if any, which may proximately result from TURNER'S negligence, or from TURNER'S failure to perform any of the obligations herein, including, but not limited to installation, monitoring or repair service, or the failure of the system to properly operate with resulting loss to CLIENT because of among other things:
- 21.1.1 The uncertain amount or value of CLIENT'S property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system or services is designed to detect or avert;
- 21.1.2 The uncertainty of the response time of TURNER or of any police or fire department, paramedic unit or others, should they be dispatched as a result of a signal being received or an audible device sounding.
- 21.1.3 The inability to ascertain what portion, if any, of any loss of property, personal injury or death would be proximately caused by TURNER'S failure to perform or by its equipment to operate.
- 21.1.4 The nature of TURNER'S service.
- 21.2 CLIENT understands and agrees that if TURNER should be found liable for loss or damage due from: (1) failure of TURNER to perform any of the obligations herein, including but not limited to installation, monitoring, response, or repair services; (2) the failure of the services or equipment in any respect whatsoever; or (3) TURNER'S negligence, TURNER'S liability shall be limited to a sum equal to the total of twelve (12) monthly payments or actual damage, whichever is the lesser, as liquidated damages and not as a penalty, and this liability shall be exclusive; and that the provisions of this section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property, from performance or non-performance of the obligations imposed by this Agreement, or from negligence of TURNER, its agents, servants, assigns or employees.
- 22. THIRD PARTY INDEMNIFICATION:** When CLIENT ordinarily has the property of others in its custody, or the System extends to protect other persons or the property of others, CLIENT agrees to and shall indemnify, defend and hold harmless TURNER, its employees and agents for and against all claims brought by parties other than the parties to this Agreement. This provision shall apply to all claims regardless of cause, including TURNER'S performance or failure to perform and including installation, inspection, less, repair service, monitoring, response, or non-operation of the System, whether based on negligence, contribution, indemnification, warranty, or strict or product liability on the part of TURNER, its employees or agents, but this provision shall not apply to claims for loss or damage which occur while an employee of TURNER is on or about CLIENT'S premises, and are solely and directly caused by said employee.
- 23. LIMITATION ON ACTIONS; WAIVER OF JURY TRIAL:** CLIENT acknowledges that the statute of limitations for the commencement of action under written contracts is four (4) years, and both parties hereby agree that no suit or action that relates in any way to this Agreement (whether based upon contract, negligence or otherwise) shall be brought against the other more than one (1) year after the actual date of the cause of action therefor. In addition, both parties hereby waive any rights to a jury trial in any judicial action brought by either party which relates in any way to this Agreement (whether based upon contract, negligence or otherwise). The parties agree that the one year limitation period shall begin to run at the end of the contract term. It is further understood that if the contract has been renewed the one year limitation period shall run from the end of the current contract term.
- 24. SUBROGATION:** So far as it is permitted by CLIENT'S property insurance coverage, CLIENT hereby releases, discharges and agrees to hold TURNER harmless from any and all claims, liabilities, damages, losses or expenses, arising from or caused by any hazard covered by insurance or on the CLIENT'S premises whether said claims are made by CLIENT, its agents, or insurance company or other parties claiming under or through CLIENT. CLIENT agrees to indemnify TURNER against and defend and hold TURNER harmless from any action for subrogation which may be brought against TURNER by any insurer or insurance company or its agents or assigns including the payment of all damages, expenses, costs and attorney fees. CLIENT shall notify his insurance carrier of the terms of this provision.
- 25. FALSE ALARMS:** In the event an excessive number of false alarms are caused by CLIENT'S carelessness, malicious action, or accidental use of the system, or in the event CLIENT in any manner misuses or abuses the system, TURNER in its sole discretion deems same to be a material breach of contract on the part of CLIENT and, at its option, in addition to all other legal remedies set forth below, be excused from further performance upon the giving of ten (10) days written notice to CLIENT. TURNER'S excuse from performance shall not affect its right to recover damages from CLIENT in the event of a charge for TURNER'S response or a fine, penalty or fee is assessed against TURNER by any governmental or municipal agency as a result of any alarm originating from CLIENT'S premises. CLIENT agrees to forthwith reimburse TURNER for same. In the event the monitoring facility receives more than five (5) false alarms in any twelve month period caused by CLIENT'S misuse of the system, because of its sensitivity and nature, is subject to the influence of external events which are not within the control of TURNER and which may cause the alarm to activate. Any and all such alarms which may occur shall not be construed as improper operation of the system nor at malfunction thereof, nor shall any or all of such alarms cause any of the obligations of CLIENT as set forth in this Agreement.
- 26. AUDIBLE ALARMS:** CLIENT acknowledges and understands that external audible devices are designed to automatically shut-off after it has sounded for not more than thirty (30) minutes and must be manually restored.
- 27. INVALID PROVISIONS:** In the event any of the terms or provisions of the Agreement shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.
- 28. ENTIRE INTEGRATED AGREEMENT; MODIFICATION; ALTERATIONS; WAIVER:** This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof. This Agreement supersedes all prior representations, understandings or agreements of the parties, and the parties rely only upon the contents of this Agreement in executing it. This Agreement can only be modified by a writing signed by the parties or their duly authorized agent. No waiver of a breach of any term or condition of this Agreement shall be construed to be a waiver or any succeeding breach.
- 29. TURNER'S LICENSES:** ALARM COMPANY OPERATORS ARE LICENSED AND REGULATED BY THE BUREAU OF SECURITY AND INVESTIGATIVE SERVICES DEPARTMENT OF CONSUMER AFFAIRS, SACRAMENTO, CALIFORNIA, 95814.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS STATE LICENSE BOARD.

INITIAL _____

ANY QUESTIONS _____ THE REGISTRAR WHOSE ADDRESS IS:

CONTRACTOR STATE LICENSE BOARD, 3132 MAILING ADDRESS: P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826

Rev. 1/3/08

31A.



TURNER SECURITY SYSTEMS, INC.

120 W. Shields Ave. • Fresno, CA 93705

(559) 486-3466 • FAX 486-6484

A.C.O. 5821

Residential Commercial

1/7/2021

Approximate Effective Date

Client ID No. _____

SERVICE ADDRESS

CALWA RECREATION/ PARK DIST- PUMP ROOM

Name
4545 E CHURCH

Street
FRESNO CA 93725

City, State, Zip

Security Panel Phone Number

Gate Code

BILLING ADDRESS

SAME

Company Name

Street

City, State, Zip
ADAM RAMOS/ ERICA LINARES

Attention Of
559-264-6867

Phone Number

Fax Number

1. **Installation:** Turner agrees to install and to service, not as an insurer, during the term of this Agreement, an alarm system ("System") as described below:

Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	T.S.S. 24 Hour Alarm Monitoring	\$ 30.00	Per Mo.
Yes <input checked="" type="checkbox"/>	No <input checked="" type="checkbox"/>	T.S.S. Fire Alarm Monitoring and Dispatch of Fire Dept.	\$ _____	Per Mo.
Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	T.S.S. Monitoring - Duress Signal / Panic Button, Law Enforcement Dispatch Only	\$ _____	Per Mo.
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	T.S.S. Monthly Open / Close Mailed Reports	\$ _____	Per Mo.
Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	T.S.S. Cellular Backup Service W/ TOTAL CONNECT	\$ 10.00	Per Mo.
		Total Monthly Recurring Payment	\$ 40.00	Per Mo.
Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Dispatch Law Enforcement Alarm Signal		
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	T.S.S. Vehicle Patrol Response		Separate Agreement Required
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Services Paid By Credit Card (Visa, Mastercard, Discover)		(If yes, see additional form)
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Other Services _____	\$ _____	
Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	Installation charge for leased equipment	\$ _____	
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Installation charge and purchase price for purchased equipment	\$ 99.00	
Billing Options		<input checked="" type="checkbox"/> per quarter <input type="checkbox"/> semi-annually <input type="checkbox"/> per year	\$ 120.00	

All services payable prior to installation

Responsible Party Contacts (Name / Phone#):

- 1) _____
- 2) _____
- 3) _____
- 4) _____

TERM, PAYMENT AND RENEWAL: Subscriber agrees to pay to Turner, its agents or assigns:

On the 1st day of the month commencing with the month following completion of the installation for an original term of three (3) years. In addition, Subscriber shall pay the pro-rata share of the service charge for the month in which the System is activated. After the original term, this Agreement shall automatically be renewed for successive two (2) year terms unless either party notifies the other in writing of its intention to terminate this agreement, not less than thirty (30) days prior to the expiration of the original term or any renewal term thereof.

Turner may increase the service fee for any renewal term of this Agreement by giving Client sixty (60) days prior written notice. If Client chooses not to accept this increase, Client may cancel the service and this Agreement by giving Turner written notice at least thirty (30) days prior to the effective date of the increase. If Client does not give Turner such notice, the rate increase will become effective on the date indicated in Turner's notice.

PIN Number: _____ *Customer Is Responsible To Provide Updated Account Info.

Equipment Installation Summary

Panel - Make / Model	VISTA 15	Serial Number	_____
Window Contacts - Make / Model	_____	Quantity	_____
Door Contacts - Make / Model	5816WMWH	Quantity	1
Motion Detectors Make / Model	5800PIRRES	Quantity	1
Keypad Make / Model	6160RF	Quantity	1
Siren / Bells Make / Model	INDOOR/ OD	Quantity	1 EACH
Panel Reporting Format	CELL COMMUNICATOR W/ TOTAL CONNECT	Location	TBD

System Warranty: Equipment: One (1) Year. Labor: Ninety (90) Days.

All Services Accepted Subject To Terms / Conditions On Reverse.

Any installation over \$10,000 must be co-signed by a Turner family member.

TURNER SECURITY SYSTEMS, INC.

TERRY A CAMPBELL

Authorized Representative
ACE#71080

Title

Signature

Date

E-Mail Address

Fax#

Print Name

Signature

Date

Signature

Date

PLEASE INITIAL BOTTOM OF PAGE 2

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2. **GENERAL SERVICES PROVIDED:** CLIENT and TURNER SECURITY SYSTEMS, INC. ("TURNER") hereby mutually agree that TURNER shall furnish alarm monitoring in the amount and at the rate and at the location described in the Schedule of Security Service on the reverse side hereof. Such service will be provided in accordance with mutually approved, written surveillance and shall be subject to all of the terms and conditions hereof.
3. **TERM OF AGREEMENT:** This Agreement shall be for a term of three (3) years (the "Initial Term"). Following expiration of the Initial Term, this Agreement shall automatically be renewed for successive two (2) year terms unless either party notifies the other in writing of its intention to terminate this Agreement, not less than ninety (90) days prior to the expiration of the original term or any renewal term thereof.
4. **INSTALLATION AND DESIGN OF SYSTEM:** CLIENT authorizes and empowers TURNER to install or cause to be installed an alarm system (the "System") as set forth herein. The System shall include, but not be limited to, electromagnetic contact switches. The alarm system will activate only if the door or window is opened and may not activate if glass or paneeling in the door or window is broken or removed. CLIENT ACKNOWLEDGES THAT ADDITIONAL PROTECTION OR MORE SECURE TRANSMISSION FACILITIES MAY BE OBTAINED FROM TURNER OVER AND ABOVE THAT PROVIDED HEREIN AT ADDITIONAL COST. Additionally, TURNER will also maintain, as a part of the system, an appropriate off-station monitoring station where alarms may be monitored by TURNER employees.

CLIENT warrants that it has full authority from the owner and/or person in control of the premises to permit the installation and operation of the System under all conditions set forth herein. CLIENT authorizes use of electrical outlets required and necessary current through his meter for the installation and operation of the system at his expense. CLIENT shall, at his own expense, make any necessary repairs or changes to CLIENT'S premises, as requested by TURNER, to facilitate the installation and operation of the System. Any error or omission in the construction or installation of the System must be called to the attention of TURNER in writing within thirty (30) days after completion of the installation; otherwise, the installation shall be deemed totally satisfactory to and accepted by CLIENT. TURNER assumes no liability for delay in installation of the equipment, or for the interruption of service due to strikes, riots, floods, storms, earthquakes, fires, power failures, insurance, interruption or availability of telephone service, acts of God, or for any cause beyond the control of TURNER and will not be required to supply service to CLIENT while interruption of service due to any such cause may continue.
5. **MONITORING SERVICE:** Upon detection of an alarm signal requiring a response, as determined by TURNER, in its sole and absolute discretion, TURNER'S monitoring facility shall make every reasonable effort, to notify the appropriate police or fire department, or other persons or entities designated by CLIENT in writing to TURNER, unless there is a reasonable cause to assume that an emergency condition does not exist. TURNER reserves the right to verify all suspicious activity by telephone or otherwise before notifying emergency personnel and may discontinue any particular response service.

CLIENT acknowledges and agrees that TURNER employs at the monitoring station and monitor multiple alarms simultaneously. While TURNER makes every effort to train and supervise its monitoring personnel, CLIENT acknowledges that it will not hold TURNER, or its monitoring personnel, liable for any negligence during its monitoring process.
6. **CANCELLATION:** Residential Only, YOU, THE SUBSCRIBER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE ATTACHED NOTICE OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT.
7. **REPAIR SERVICE:** All repairs to the System, necessitated by ordinary wear and tear, shall be at CLIENT'S expense. If not otherwise brought to the attention of TURNER by CLIENT, repair service shall be completed, to the extent reasonably possible and practicable, within twenty-four (24) hours of detection, Monday through Friday 8:00 a.m. - 5:00 p.m. During the period that the System is inoperable, to any degree, labor charges shall be for a minimum of one (1) hour for each visit to CLIENT'S premises and at prevailing rates. Payment of charges for repair service shall be paid upon completion of the work.
8. **INTERRUPTION; CANCELLATION; TERMINATION:** TURNER assumes no liability for interruption of monitoring or repair service due to strikes, riots, floods, storms, earthquakes, fires, power failure, acts of CLIENT, interruption or unavailability of telephone service, acts of God, or for any other cause beyond the control of TURNER and will not be required to supply service to CLIENT while interruption of service due to any such cause may continue. This Agreement may be suspended or canceled, at the option of TURNER, if CLIENT'S premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service.
9. **TRANSMISSION LINES:** CLIENT shall pay all charges made by any telephone company or utility for installation and service charges of telephone or DSL lines and related equipment (including jacks) connecting CLIENT'S protected premises to the monitoring facility. CLIENT acknowledges that if a digital communication is used the signals from the System will be transmitted over CLIENT'S regular telephone lines or DSL lines, and in the event CLIENT'S line is out of order, disconnected, placed on vacation, or otherwise interrupted, signals from the System will not be received at the monitoring facility during any such interruption in service and the interruption will not be known to TURNER. CLIENT further acknowledges and agrees that telephone company or DSL lines are virtually beyond the control and jurisdiction of TURNER and are maintained by the applicable company from whom service is contracted.
10. **INCREASE IN TAXES OR UTILITY CHARGES:** CLIENT acknowledges that all charges set forth herein are based upon existing federal, state and local taxes and utility charges, including telephone company line charges. If any TURNER shall have the right, at any time, to increase the monthly charges, provided herein, to reflect any additional taxes, licenses, permits, fees or charges which hereafter may be imposed on TURNER by any utility or governmental agency relating to the service provided under the terms of this Agreement and CLIENT agrees to pay the same.
11. **TITLE TO EQUIPMENT; REMOVAL OF SYSTEM (only applies to leased equipment):** CLIENT acknowledges and agrees that this Agreement is a service agreement only and that THE ENTIRE SYSTEM SHALL AT ALL TIMES REMAIN THE SOLE PROPERTY OF TURNER. CLIENT will not damage, encumber or dispose of the System or permit the System to be damaged, encumbered, taken from the premises, tampered with or repaired by any unauthorized agents of TURNER. In the event of loss or damage to the System or any part thereof, CLIENT agrees to pay TURNER the reasonable value thereof or cost of repair as the case may be. At the expiration of this term or in the event of any default in performance by CLIENT, TURNER is authorized to enter upon the premises of CLIENT and to remove all or any portion of the System. CLIENT may elect to abandon all or any portion of the System. Removal of the System shall be without prejudice to the collection of any and all sums due under the entire contract or extensions or renewals thereof. CLIENT shall allow TURNER to remove the System. In the event CLIENT attempts or in fact removes the System CLIENT agrees that CLIENT will be charged the full and current value of a new System. CLIENT agrees that installation of the System does not create a fixture to CLIENT'S Premises. In the event CLIENT is not the owner of the premises, CLIENT hereby warrants that CLIENT has secured the written consent of the owner for the installation and removal of the system.
12. **CLIENT'S DUTIES:** CLIENT will instruct all who use the system on its proper procedure. CLIENT shall carefully and properly test and set the alarm system immediately prior to securing the premises. If any defect in operation of the system develops, or in the event of a power failure or other interruption at CLIENT'S premises, CLIENT shall notify TURNER immediately. CLIENT agrees to furnish to TURNER a written list of names, titles, addresses, and phone numbers of all persons authorized to be notified in the event of an emergency and a duty and holiday opening and closing schedule. All changes, revisions and modifications to the above shall be supplied to TURNER in writing. CLIENT shall obtain all CLIENT'S safe expense all necessary permits and licenses that may be required by any governmental agency for the use and operation of the System. When any device or protection is used including but not limited to space protection, i.e., Ultra-Sonic, Microwave, Infrared, etc. which is affected by turbulence or air, occupied air space change or other disturbing conditions, CLIENT shall turn off and/or remove all things animate or inanimate, including but not limited to all forced air heaters, air conditioners, horns, bells, animals, and other sources of air turbulence or movement which may interfere with the effectiveness of the System during closed period while the System is on. CLIENT shall provide all electrical current and outlets necessary for the operation of the System. CLIENT shall obtain all CLIENT'S safe expense all necessary permits and licenses that may be required by any governmental agency for the use and operation of the alarm system. When any device or protection is used including but not limited to space protection (i.e., Ultra-Sonic, Microwave, Infrared, etc.) which is affected by turbulence of air, occupied air space change or other disturbing conditions, CLIENT shall turn off and/or remove all things animate or inanimate, including but not limited to all forced air heaters, air conditioners, horns, bells, animals, and other sources of air turbulence or movement which may interfere with the effectiveness of the System during closed period while the System is on. CLIENT shall provide all electrical currents and outlets necessary for the operation of the System.
13. **TURNER'S LIABILITY/DISCLAIMER OF WARRANTIES:** TURNER DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM MAY NOT BE COMPROMISED OR CIRCUMVENTED; OR THAT THE SYSTEM OR SERVICES WILL PREVENT ANY LOSS BY BURGLARY, FIRE, HOLDUP, OR OTHERWISE. THAT THE SYSTEM OR SERVICES WILL IN ALL CASES PROVIDE THE SECURITY FOR WHICH THEY ARE INTENDED. CLIENT ACKNOWLEDGES AND AGREES THAT TURNER HAS MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. NOR HAS CLIENT RELIED ON ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. CLIENT FURTHER ACKNOWLEDGES AND AGREES: INSURER THAT CLIENT ASSUMES ALL RISK OF LOSS OR DAMAGE TO CLIENT'S PREMISES OR TO THE CONTENTS THEREOF; AND THAT CLIENT HAS READ AND UNDERSTANDS ALL OF THIS AGREEMENT, PARTICULARLY PARAGRAPHS 23 AND 24 WHICH SET FORTH TURNER'S MAXIMUM LIABILITY IN THE EVENT OF ANY LOSS OR DAMAGE TO CLIENT OR ANY ONE ELSE.
14. **BINDING AGREEMENT:** THIS AGREEMENT SHALL NOT BE BINDING UPON TURNER UNLESS OTHER (A) APPROVED IN WRITING BY MANAGER OR TURNER OR (B) TURNER COMMENCES SERVICE. IN THE EVENT OF NON APPROVAL, THE SOLE LIABILITY OF TURNER SHALL BE TO REFUND THE CLIENT THE AMOUNT THAT HAS BEEN PAID TO TURNER BY CLIENT UPON SIGNING OF THIS AGREEMENT.
15. **SUSPENSION OR CANCELLATION OF THIS AGREEMENT:** This Agreement may be suspended or canceled without notice at the option of TURNER if the monitoring facilities or CLIENT'S premises, or the System are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event TURNER is unable to render service as a result of any action by any governmental action.
16. **DELINQUENCY; RECONNECT CHARGE:** In the event any payment due hereunder is more than ten (10) days delinquent, TURNER may impose and collect a late charge on the amount of the delinquency at the maximum rate then permitted by California Law. If CLIENT fails to make payments as specified herein, CLIENT agrees to pay reasonable attorney fees and other legal expenses associated with collection of CLIENT'S accounts, and to pay TURNER'S reasonable collection costs associated with collection of the amount(s) due. If the System is deactivated because of CLIENT'S past due balance, and CLIENT desires to have the system reactivated, CLIENT agrees to pay in advance to TURNER a reconnect charge in the amount of \$100.
17. **CHANGE IN OWNERSHIP OF CLIENT'S PREMISES:** CLIENT acknowledges that the sale or transfer of CLIENT'S premises shall not relieve CLIENT of its duties and obligations under this Agreement. CLIENT may not assign or permit anyone to take subject to this Agreement without the prior consent of TURNER.
18. **ASSIGNEES AND SUBCONTRACTORS OF TURNER:** TURNER shall have the right to assign this Agreement to any other person, firm or corporation without notice to CLIENT and shall have the further right to subcontract any services which it may perform. CLIENT acknowledges that this Agreement, and particularly those paragraphs relating to TURNER'S maximum liability, liquidated damages, and third party indemnification, inure to the benefit of and are applicable to any assignees and/or subcontractors, and that they bind CLIENT with respect to said assignees and/or subcontractors with the same force and effect as they bind CLIENT to TURNER.
19. **DEFAULT BY CLIENT:** If CLIENT fails to pay any amount within ten (10) days after the same is due and payable, or if CLIENT fails to perform any other provisions of the Agreement within ten (10) days after TURNER has requested in writing performance thereof, TURNER may terminate this Agreement. If any proceeding in bankruptcy, receivership or insolvency shall be commenced by or against CLIENT, or his property or if CLIENT makes any assignment for the benefit of creditors, CLIENT and any Trustee or Assignee appointed to take charge of CLIENT'S assets shall elect within thirty (30) days to assume or reject this Agreement. If assumed, the party assuming this Agreement shall within sixty (60) days thereafter: (1) cure all defaults including payment of all amounts due, and (2) provide to TURNER assurances of future performance of all of CLIENT'S duties and obligations, including the ability to pay all periodic charges due hereunder. If CLIENT fails to assume this Agreement, to cure all defaults, or to provide TURNER with adequate assurances of future performance, TURNER shall have the right to terminate the Agreement. If TURNER terminates this Agreement pursuant to the provisions of the section, TURNER shall be entitled to recover from CLIENT all sums TURNER may be entitled to under law including, without limitations, loss of profits, CLIENT'S abandonment of its premises shall not relieve CLIENT of its obligations under the terms of this Agreement. CLIENT shall also reimburse TURNER for any legal expenses TURNER incurs in defending itself against any such claims, which CLIENT fails to defend, together with any legal expenses TURNER incurs in enforcing any of the terms, conditions, covenants or promises of this agreement.
20. **LIQUIDATED DAMAGES TO TURNER FROM CLIENT IN EVENT OF CANCELLATION:** CLIENT acknowledges that as a direct result of the Agreement, TURNER has and will continue to make a substantial investment in inventory, equipment and personnel in order to provide alarm systems services and that it would be impractical or extremely difficult to fix TURNER'S actual damages in the event of the breach of the Agreement by CLIENT. Accordingly, if CLIENT should cancel, breach or otherwise terminate this Agreement, or any extension thereof prior to the end of the term or applicable renewal term for any reason other than those expressly permitted in this Agreement, CLIENT shall pay TURNER the liquidated damages and not as a penalty, an amount equal to 110% of the monthly service charge period multiplied by the number of months remaining in the unexpired term of the Agreement. CLIENT hereby grants TURNER or any assignor the right to verify employment on a credit report to assess CLIENT'S ability to fulfill its financial obligations under this agreement. Should such be commenced to enforce any of the terms of this agreement, the prevailing party shall be entitled to reasonable attorney's fees and the cost of jurisdiction shall be in Fresno County. Furthermore, CLIENT will be responsible for a \$75.00 bookkeeping fee if the account is assigned to a third party for collection. TURNER reserves the right to apply a retaining fee to accounts that are cancelled by CLIENT.
21. **TURNER IS NOT AN INSURER; LIQUIDATED DAMAGES; LIMITATION OF LIABILITY:**
 - 21.1 It is understood and agreed that TURNER is not an insurer, that insurance if any, shall be obtained by CLIENT; that the payments provided herein are based solely on the value of the service as set forth herein and are unrelated to the value of the CLIENT'S property or the property of others located on CLIENT'S premises; that TURNER makes no guaranty or warranty, including any implied warranty of merchantability or fitness that the system or series supplied will prevent or reduce the consequences therefrom which the system or service is designed to detect or prevent. CLIENT acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from TURNER'S negligence, or from TURNER'S failure to perform any of the obligations herein, including, but not limited to installation, monitoring or repair service, or the failure of the system to properly operate with resulting loss in CLIENT because of among other things:
 - 21.1.1 The uncertain amount or value of CLIENT'S property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system or service is designed to detect or avert;
 - 21.1.2 The uncertainty of the response time of TURNER or of any police or fire department, paramedic unit or others, should they be dispatched as a result of a signal being received or an audible device sounding;
 - 21.1.3 The inability to ascertain what portion, if any, of any loss of property, personal injury or death would be proximately caused by TURNER'S failure to perform or by its equipment to operate.
 - 21.1.4 The nature of TURNER'S service.
 - 21.2 CLIENT understands and agrees that TURNER should be found liable for loss or damage due from: (1) failure of TURNER to perform any of the obligations herein, including but not limited to installation, monitoring, response, or repair service; (2) the failure of the services or equipment in any respect whatsoever; or (3) TURNER'S negligence. TURNER'S liability shall be limited to a sum equal to the total of twelve (12) monthly payments or actual damages, whichever is the lesser, as liquidated damages and not as a penalty, and this liability shall be exclusive; and that the provisions of this section that apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property, from performance or nonperformance of the obligations imposed by this Agreement, or from negligence of TURNER, its agents, servants, assigns or employees.
22. **THIRD PARTY INDEMNIFICATION:** When CLIENT ordinarily has the property of others in his custody, or the System extends to protect other persons, or the property of others, CLIENT agrees to and shall indemnify, defend and hold harmless TURNER, its employees and agents for and against all claims brought by parties other than the parties to this Agreement. This provision shall apply to all claims regardless of cause, including TURNER'S performance or failure to perform and including installation, inspection, tests, repair service, monitoring, response, or non-operation of the System, whether based on negligence, contributions, indemnification, warranty, or strict or product liability on the part of TURNER, its employees or agents, but this provision shall not apply to claims for loss or damage which occur while an employee of TURNER is on or about CLIENT'S premises, and are solely and directly caused by said employee.
23. **LIMITATION ON ACTIONS; WAIVER OF JURY TRIAL:** CLIENT acknowledges that the statute of limitations for the commencement of action under written contract is four (4) years, and both parties hereby agree that no suit or action that relates in any way to this Agreement (whether based upon contract, negligence or otherwise) shall be brought against the other more than one (1) year after the accrual of the cause of action therefor. In addition, both parties hereby waive any rights to a jury trial in any judicial action brought by either party which relates in anyway to this Agreement (whether based upon contract, negligence or otherwise). The parties agree that the one year limitation period shall begin to run at the end of the contract term. It is further understood that if the contract has been renewed the one year limitation period shall run from the end of the current contract term.
24. **SUBROGATION:** So far as it is permitted by CLIENT'S property insurance coverage, CLIENT hereby releases, discharges and agrees to hold TURNER harmless from any and all claims, liabilities, damages, losses or expenses, arising from or caused by any hazard covered by insurance or on the CLIENT'S premises whether said claims are made by CLIENT, its agents, or insurance company or other parties claiming under it or through CLIENT. CLIENT agrees to indemnify TURNER against and defend and hold TURNER harmless from any action for subrogation which may be brought against TURNER by any insurer or insurance company or its agents or assignees including the payment of all damages, expenses, costs and attorney fees. CLIENT shall notify his insurance carrier of the terms of this provision.
25. **FALSE ALARMS:** In the event an excessive number of false alarms are caused by CLIENT'S carelessness, malicious action, or accidental use of the system, or in the event CLIENT in any manner abuses or abuses the system, TURNER in its sole discretion deem same to be a material breach of contract on the part of CLIENT and, at its option, in addition to all other legal remedies set forth below, be excused from further performance until performance on the part of CLIENT. TURNER'S excuse from its performance shall not affect its right to recover damages from CLIENT in the event of a charge to TURNER'S response or a fine, penalty or fee is assessed against TURNER by any governmental or municipal agency as a result of any alarm originating from CLIENT'S premises. CLIENT agrees to forthwith reimburse TURNER for same. In the event the monitoring facility receives more than five (5) false alarms in any twelve month period cause by CLIENT'S misuse of the system, because of its sensitivity and nature, it is subject to the influence of external events which are not within the control of TURNER and which may cause the alarm to activate. Any and all such alarms which may occur shall not be construed as improper operation of the system nor as malfunction thereof, nor shall any or all of such alarms excuse any of the obligations of CLIENT set forth in this Agreement.
26. **AUDIBLE ALARMS:** CLIENT acknowledges and understands that external audible devices are designed to automatically shut-off after it has sounded for not more than thirty (30) minutes and must be manually restored.
27. **INVALID PROVISIONS:** In the event any of the terms or provisions of the Agreement shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.
28. **ENTIRE INTEGRATED AGREEMENT; MODIFICATION; ALTERATIONS; WAIVER:** This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof. This Agreement supersedes all prior representations, understandings or agreements of the parties, and the parties rely only upon the contents of this Agreement in executing it. This Agreement can only be modified by a writing signed by the parties or their duly authorized agent. No waiver of a breach of any term or condition of this Agreement shall be construed to be a waiver or any succeeding breach.
29. **TURNER'S LICENSES:** ALARM COMPANY OPERATORS ARE LICENSED AND REGULATED BY THE BUREAU OF SECURITY AND INVESTIGATIVE SERVICES DEPARTMENT OF CONSUMER AFFAIRS, SACRAMENTO, CALIFORNIA, 95814.

INITIAL _____

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS STATE LICENSE BOARD.
 ANY QUESTIONS _____ THE REGISTRAR WHOSE ADDRESS IS:
 CONTRACTOR STATE LICENSE BOARD, 3132 MAILING ADDRESS: P.O. BOX 26100, SACRAMENTO, CALIFORNIA 95816

Rev. 1/3/08

32A.



Invoice

Power Business Technology, LLC

Experience how the POWER of FAMILY can help YOUR business

Date: 01/08/21
Invoice #

Bill to Company:	CALWA RECREATION & PARK DISTRICT	Ship to Company:	CALWA RECREATION & PARK DISTRICT
Bill to Address:	4545 E. CHURCH AVE.	Ship to Address:	4545 E. CHURCH AVE.
Address Line 2:		Address Line 2:	
City, State, Zip:	FRESNO, CA 93725	City, State, Zip:	FRESNO, CA 93725
Billing Contact & Phone:	ADAM RAMOS (559) 264-6867	Meter Contact & Phone:	ERICA LINARES (559) 264-6867
Billing Email:	adam@calwarecreation.org	Meter Email:	erica@calwarecreation.org

Sales Representative	Lease Company	Lease Term	Payment w/o Tax	Type of Sale	Lease Incl MA	Type of Customer
JON CROSSEN	TFS	63 Mo	\$ 130.21	Lease	Yes	New Customer

Qty	Model/item #	Description	Total
	E-3005AC	TOSHIBA E-STUDIO 3005AC DIGITAL COLOR COPY SYSTEM (Lease Return)	\$ -
	MR3031	with: RADF, 2,000 Sheet Large Capacity Feeder & Network Print/Scan	\$ -
	KD1059		\$ -
			\$ -
			\$ -
		63 Month "Total Copy" Program @ \$130.21 per mo. + taxes	\$ -
		Program includes above equipment & the following pages monthly: (Toshiba) 2,250 B/W & 250 Color	\$ -
		Additional impressions reconciled Monthly at the following rates: B/W @ \$0.009 & Color @ \$0.06 ea.	\$ -
			\$ -
			\$ -
			\$ -
			\$ -
		\$99.00 (One-Time) documentation fee to be billed by leasing.	\$ -
		• Upon Acceptance of New Toshiba Equipment, PBT to Issue up to \$1,079.00 to settle existing Toshiba Lease. Upon Receipt of Return Instructions, PBT to Pick-Up & Return Toshiba e-Studio 3540c to Leasing at No Charge.	\$ -
			\$ -
			\$ -
		Del/Freight/Install	\$ -
		Connect/Network	\$ -
		Lease Doc Fee	\$ -
		Subtotal	\$ -
		Sales Tax 7.975%	\$ -
		Total	\$ -

Maintenance Agreement (Excludes Paper & Staples)

TOSHIBA	B&W Images Incl	B&W Base Charge	B&W Billing Frequency	B&W Excess Charge	B&W Excess Billing Frequency
A3 - Black & White			Monthly	\$ 0.0090	Monthly
	Color Images Incl	Color Base Charge	Color Billing Frequency	Color Excess Charge	Color Excess Billing Frequency
A3 - COLOR			Monthly	\$ 0.0600	Monthly
	B&W Images Incl	B&W Base Charge	B&W Billing Frequency	B&W Excess Charge	B&W Excess Billing Frequency
A4 - Black & White					
	Color Images Incl	Color Base Charge	Color Billing Frequency	Color Excess Charge	Color Excess Billing Frequency
A4 - COLOR					

Lease Return Information: By signing this agreement, the customer is acknowledging and accepting sole financial responsibility for current remaining contractual obligations with existing company other than Power Business Technology, LLC

Lease Company	Lease Number	Asset Description	Asset Action
DLL	25430523	TOSHIBA E-3540c	Return

Authorized Signature	Date	Print Name/Title

Make all checks payable to: Power Business Technology, LLC
Thank you for your business!
1020 Winding Creek Rd., Ste 150, Roseville, CA 95678

Power Business Technology, LLC (PBT) provides labor, travel, supplies that are necessary to maintain the device in working condition. Copiers (A3 device) include all maintenance parts including photoconductor drums, toner, developer, toner waste bags and all requested periodic preventative maintenance. Printers (A4 device) include only consumable parts including rollers, fusers, drums, PM kits and all requested periodic preventative maintenance. The following are not included and are at the customer's own expense: Cassettes, exit trays, staples, and paper. Sales tax will be charged upon invoicing of all items listed above per Board of Equalization (BOE) regulations.

1. Term: This Copier/Printer Maintenance Contract (Contract) shall be for the agreed upon term of service as stipulated on the sales invoice (effective date of installation/implementation). This Contract shall automatically be renewed for successive one-year terms unless terminated sooner by either party with 30 days prior written notice to the other party. Contract is subject to an annual rate increase. Any unused supply items such as toner, developer, toner waste bags, fusers, PM kits, and drums, become the property of Power Business Technology, LLC (PBT) and should be returned to avoid additional charges.

2. Key Operator; Access to Copier: Customer shall provide PBT with a "key operator" contact who will perform basic duties and responsibilities as described and instructed by PBT on an as needed basis. For example, but not by way of limitation, the key operator is responsible to notify PBT of the need for required periodic preventative maintenance inspections. Such inspections may be performed at the discretion of PBT at the time of an emergency call. Customer is responsible for providing meter reads for contract billing when requested by PBT. Customer's facility must meet PBT's and copier manufacturer's recommended electrical requirements and PBT shall have full access to the copier at any given time. For all copiers under maintenance contract, PBT reserves the right to have the copier automatically report the meter reads by fax and/or email. Upon request from customer, PBT will have a copy of the meter reads sent to the customer's email address on file. The Customer agrees to allow PBT to install data collection software for the purpose of automating the capture of device counts and other pertinent information used in managing the account. The information collected is limited to device serial number, IP address, meter, supply usage, notes, device location, and device alerts.

3. Maintenance Service: PBT agrees to provide maintenance service Monday through Friday, from 8:00 a.m. to 5:00 p.m. excluding holidays, and keep the covered devices in working order in accordance with PBT's specifications at no extra charge. PBT shall have no obligation to provide maintenance if it is commercially impracticable due to a cause beyond PBT's control. Parts may be new or used; however, all used parts shall meet or exceed manufacturer's specifications.

4. Extra Charges: All service calls made before or after PBT's service hours set forth in paragraph 3, on weekends or holidays and/or to locations other than the installation address, shall be invoiced to customer at PBT's then prevailing rates. These rates are subject to change without notice. Any third-party fees that PBT incurs as a result of this contract will be the responsibility of the customer. PBT will invoice the customer for these fees.

5. Technological Enhancements to Device: If customer implements any technological enhancements including but not limited to, connecting a copier/printer to personal computer(s), using the device as a network printer and scanner, customer agrees to strictly comply with all hardware and software specifications and any amendments which PBT furnishes. If customer does not comply with the specifications, PBT may immediately terminate this Contract. Customers who add any technological enhancements are solely responsible and liable for the maintenance of any computers, software and any computer network. Customer is also solely liable for any third party who performs services in connection with any technological enhancement. PBT shall not be responsible for any damage to computers, software or any other related technology when repairing or maintaining a copier/printer. Customer agrees to not reverse engineer or decompile any of the Licensed Software that is not in source code format or assist or otherwise facilitate others to do so, except as and only to the extent expressly permitted to do so by applicable law for the purposes of inter-operability, error correction, and security testing. In the event Customer intends to reverse engineer or reverse compile all or any portion of Licensed Software pursuant to statutory rights Customer may have, Customer must notify PBT and Manufacturer in writing prior to doing so.

6. Exclusions: Maintenance service is contingent upon proper use of the copier/printer. This Contract does not include:

- A. Electrical work.
- B. Repair, paying damages, overhauls or services resulting from; accident, transportation, negligence, fire, theft, water damage, flood damage, acts of God, misuse or other than ordinary use, failure of electrical power, failure of telecommunication line, unauthorized modification of equipment (including supplies not supplied or authorized by PBT), work performed by other than PBT representatives or malfunction of affiliated equipment not covered by this Contract.
- C. Repairs resulting from unauthorized relocation of the copier/printer by anyone other than PBT. PBT reserves the right to remove the damaged device from this contract based upon damage to the copier/printer, or charge Customer at prevailing rates to repair damages.
- D. Making specification changes or performing services connected with the relocation of equipment and adding or removing accessories, attachments or other devices.
- E. Service which PBT determines is impractical due to alterations in the copier/printer or the connection by mechanical or electrical means to another machine or device.
- F. Service on a device which PBT determines is in an unsuitable place of installation, in an unsafe or hazardous environment, or if the back of the device is inaccessible to prevent a technician from servicing the device. Further, service on a device where PBT determines that the service is due to adverse atmospheric conditions such as chemical vapors, excessive dust and airborne particles, excessive temperature (heat or cold) or excessive humidity.
- G. Any services resulting from a customer's failure in PBT's opinion to strictly comply within the specification referred to in paragraph 5 concerning technological enhancements.
- H. Relocations are not covered under the maintenance agreement. For relocations, please contact PBT for fees and additional charges, that may apply, and to schedule your move.

7. Networking and Connectivity: Network copier/printer related support after the initial installation/network charges will be included for all-inclusive service contracts. All other contract types will be charged for networking at PBT's current prevailing network rates. Networking is defined as any and all work related to data flow between the covered copier/printer and customer's computers, software or computer network. Any network service outside of this scope may be deemed billable.

8. Overages and Cost Adjustments: Customer agrees to any billing procedures designated by PBT, including notification of the meter reading at the end of each billing cycle. One page is equal to a single-sided 8.5" x 11" copy or print. Scans in excess of pages are subject to charge. If Customer has multiple devices at the installation address, which use the same supplies provided under this Contract, all devices using the same supplies must be covered under an active Contract. If Customer does not have all devices capable of using the same supplies covered under a Contract, PBT reserves the right to cancel the Contract or require the Customer to place the additional device(s) under Contract immediately. Color toner and developer supplies will be provided for production of pages, with an average 20%-page coverage. Supplies required for production in excess of 20%-page coverage will be invoiced separately.

9. Freight Consumable Charges: PBT offers two freight programs on consumable items, such as toner and toner waste bags. 1) Traditional Freight Program: Customer pays freight on a per item shipped basis to be billed by PBT at standard shipping rates. 2) Flat Rate Shipping Program: Customer to pay monthly freight service charge of \$1.00 per printer on all printers (A4 devices) and \$3.50 per copier on all copiers (A3 devices).

10. Hard Drive Information: All information processed and stored on the copier is the sole property and responsibility of the Customer. Additional data security services outside of the standard data security features on the copier are the responsibility of the customer.

11. Refunds: Charges relative to this Contract are not refundable either partially or fully. However, if cancellation is affected by PBT then any refund shall be prorated. Upon cancellation, all unused supplies, if not returned to PBT will be billed to customer and shall be immediately due and payable.

12. Contract Transfer: This Contract shall not be assignable or transferable by customer without PBT's prior written consent. PBT may terminate this Contract if copier/printer is sold or transferred to a third party. PBT reserves the right to adjust the Contract pricing, terminate this Contract, and/or assign the service of any copier/printer which has been relocated more than 60 miles from PBT's nearest Service Center. If copier/printer is no longer in customer's possession, the customer must submit a 30-day written cancellation notice prior to this Contract being cancelled.

13. Limited Remedies: In no event shall PBT be liable for special, consequential, exemplary, indirect or incidental damages beyond the cost to repair or replace a defective part and maintenance service. While PBT endeavors to promptly address any emergency and maintain the copier/printer which is the subject of this Contract, PBT shall not be liable for any damages for any alleged failure to make repairs and/or maintain the copier/printer including any claim that the repair or maintenance was not timely. For example, but not by way of limitation, PBT is not responsible for any damages for loss of use of the copier/printer. Such excluded damages would include a Customer paying a third party to make copies or if customer is unable to make copies because of a copier/printer breakdown.

14. Payment; Default: Customer shall pay PBT within 10 days of the date of the invoice. If customer breaches this Contract including failing to timely pay PBT's invoice, PBT at its sole discretion may in addition to any other legal remedies (i) immediately terminate this Contract or (ii) suspend service until payment is made in full and PBT is assured to its satisfaction that (a) future payments will be made or (b) that the default is cured. In addition to the other remedies provided in this Contract, if the customer fails to pay PBT's invoice within 60 days from the date of the invoice and PBT has not terminated this Contract, PBT may require customer to authorize an electronic funds transfer to PBT. All remedies provided in this Contract are cumulative and PBT's failure to exercise any of the remedies shall not be deemed a waiver of such remedy for any future or continuing default. Upon receipt of the first payment, customer is agreeing to all terms & conditions stated herein.

15. Forum Selection: Any dispute that arises under or relates to this Contract (whether contract, tort or both) shall be resolved in the State courts of Placer County, California which shall be the exclusive venue for the resolution of any disputes. By signing this Contract, customer submits to the jurisdiction of the Placer County Courts. This is a material term of Contract.

16. Managed Print Services (MPS): Additional terms and conditions include the following:

- A. Customer is required to immediately notify PBT upon installation/removal of any equipment capable of being covered under this Contract.
- B. Customer is required to install the meter collection tool to prevent calling for meter reads. Customer is also responsible for insuring meters are reporting electronically monthly and are required to work with PBT to make sure all devices are reporting.
- C. If the MPS contract is cancelled, the printer supplies shipped to the Customer from service end date to 60 days prior may be deemed chargeable to the Customer at a pro-rated amount. Any excess MPS supplies at the customer site(s) must be returned to PBT stock or will be billed to the customer.
- D. If a printer reaches the end of useful life, either by years or prints, PBT will deem this machine excluded from the MPS program and will cease all supply and service requests.
- E. All supplies will be high-yield compatible, unless otherwise noted.

17. Miscellaneous: This Contract constitutes the final, complete and exclusive statement of the Terms of the Contract between the parties pertaining to maintenance of the copier and supersedes all prior and contemporaneous understandings or agreements of the parties. A signed facsimile or copy of this Contract shall be deemed as effective as an original. This Contract may be supplemented, amended or modified only by the mutual written agreement signed by both parties. Any delay or omission on the part of PBT in exercising any right shall not operate as a waiver of such right or any other right, and no prior waiver or any course of dealing shall constitute a waiver of PBT's right or customer's obligations as to any future transactions. PBT reserves the right to change the terms & conditions herein without notice. In any action to enforce any provision of this Contract, the losing party shall pay the prevailing party's attorney's fees (recovered as an item of cost) and any other costs. Further, customer shall be liable to pay PBT's pre-litigation attorney's fees such as demand letters and negotiations with respect to enforcing this Contract.

Monthly Cost Analysis for: Calwa Park and Recreation District

63 Month Program



	Current Situation	Toshiba e-Studio 3005AC (Lease Return)
Lease Payment	Toshiba e-Studio 3540c (35 Pages B&W - 35 Pages Color) \$78.56	Toshiba e-Studio 3005AC (Lease Return) (30 Pages B&W - 30 Pages Color) \$130.21
Black & White Per Copy Charge	\$0.0157	Payment Includes 2,250 B&W & 250 Color Monthly \$0.0100
Average Monthly B/W Impressions	2,250	2,250
Monthly Service Charge #1 <small>Based on monthly minimum</small>	\$35.33	Included
Color Per Copy Charge	\$0.1093	\$0.0600
Average Monthly Color Impressions	250	250
Monthly Service Charge #2 <small>Based on monthly minimum</small>	\$27.33	Included
Total Monthly Service	\$62.65	\$0.00
Total Monthly Copier Cost	\$140.21	\$130.21
Total Monthly Savings with New Agreement	\$0.00	\$10.00
SAVINGS OVER TERM...		\$132.00

• Upon Acceptance of New Toshiba Equipment, PBT to issue up to \$1,079.00 to settle current lease. Upon Receipt of Return Instructions PBT to Pick-Up & Return Toshiba e-Studio 3540c to Leasing at No Charge.

Please Add California Sales Tax - Set-up & Delivery - \$225.00-~~ea~~. **Waived!** - Digital Connectivity - \$225.00-~~ea~~. **Waived!**

FEATURES, BENEFITS, AND THE WOW FACTOR.

1 Document Feeder Options

- MR4000 Dual-Scan Document Feeder (DSDF)
- MR3031 Reversing Automatic Document Feeder (RADF)
- KA5005PC Platen Cover

2 Accessory Tray & Options

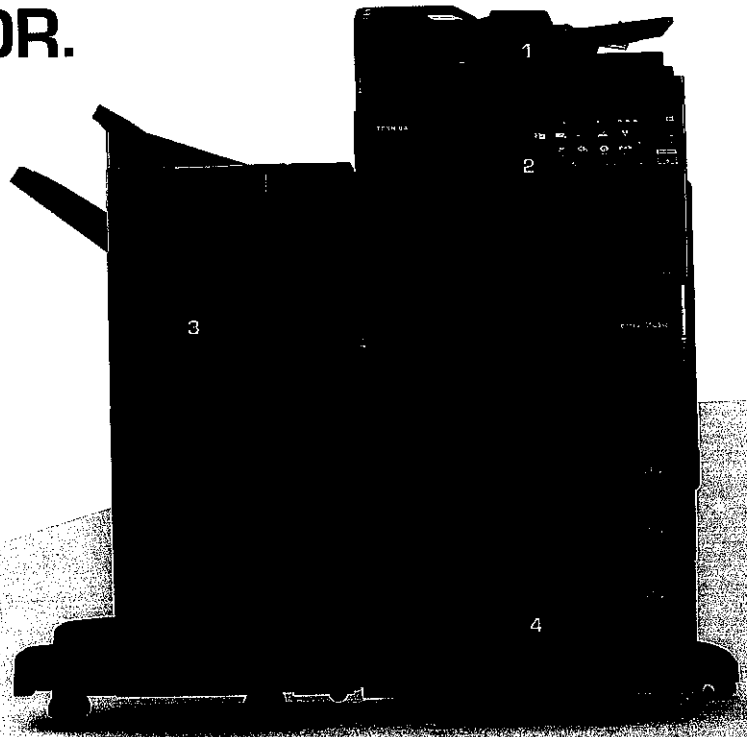
- GR1250 Accessory Tray
- GR9000 Bluetooth Keyboard
- GR1260 10-Key Numeric Keypad

3 Finishing Options

- MJ1042 50-Sheet Inner Finisher
- MJ1109 50-Sheet Console Finisher
- MJ1110 50-Sheet Saddle-Stitch Finisher
- MJ5015 Job Separator

4 Additional Paper Options

- KD1058 Paper Feed Pedestal
- KD1059LT 2,000-Sheet Large Capacity Feeder
- MY1048 Additional Drawer Module for PFP
- MY1049 Envelope Cassette



Additional Option Highlights

- > Embedded OCR Enabler
- > Multi-Station Print Enabler
- > Wireless LAN/Bluetooth
- > IPsec Security Enabler
- > Single & Dual-Line Facsimile
- > Hidden Card Reader Pocket
- > Expansive Third-Party Solutions List

The Toshiba e-STUDIO2505AC/3005AC/3505AC can increase the efficiency of your workgroups, improve the professionalism of your presentations, and streamline the workflow of your organization. And that's just for starters.

Double the Scan Speed

A 300-sheet high-speed, high-capacity Dual-Scan Document Feeder (DSDF) produces up to 120 IPM simplex and 240 IPM duplex. A conventional RADF is available for less scan-intensive businesses.

Envelopes—the Perfect Fit

A special envelope cassette is available to hold up to 60 envelopes, making sure each one is fed and printed in the same place, every time.

Volumes and Volumes

A high monthly copy volume is up to 210,000 for monochrome and 105,000 for color printing. Toner yields are 33,600 CMY and 38,400 K (at 5%) respectively.

Multi-Station Print Enabler

Toshiba's internally developed Multi-Station Print Enabler allows users to send print jobs from their desktop and retrieve them at any convenient MFP by simply swiping their badge and authenticating at that device.

Advanced e-BRIDGE Next Technology

Built on Linux®, this latest generation e-BRIDGE Next architecture features an Embedded Web Browser, a fast dual-core processor, 4GB RAM and a 320GB FIPS 140-2 Validated SED enabling the MFP to easily drive Toshiba's internally developed solutions or even third-party applications.

FISCAL FUNDING ADDENDUM

CUSTOMER	Full Legal Name <u>CALWA RECREATION & PARK DISTRICT</u>	DBA Name (If Any) _____
	Billing Address <u>4545 E. CHURCH AVE.</u>	Phone Number <u>(559) 264-6867</u>
	City <u>FRESNO</u>	County <u>FRESNO</u> State <u>CA</u> Zip Code <u>93725</u>
	Agreement Number _____	Agreement Date _____

Customer warrants that it has funds available to pay all rents (the "Payments") payable under the above identified Agreement until the end of Customer's current appropriation period. If Customer's legislative body or other funding authority does not appropriate funds for Payments for any subsequent appropriation period and Customer does not otherwise have funds available to lawfully pay the Payments (a "Non-Appropriation Event"), Customer may, subject to the conditions herein and upon prior written notice to Company (the "Non-Appropriation Notice"), effective sixty (60) days after the later of Company's receipt of same or the end of the Customer's current appropriation period (the "Non-Appropriation Date"), terminate the Agreement and be released of its obligation to make all Payments due Company coming due after the Non-Appropriation Date. As a condition to exercising its rights under this Addendum, Customer shall (1) provide in the Non-Appropriation Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (2) deliver to Company an opinion of Customer's counsel (addressed to Company) verifying that the Non-Appropriation Event as set forth in the Non-Appropriation Notice has occurred, (3) return the equipment/system subject to the Agreement (the "Equipment/System") on or before the Non-Appropriation Date to Company or a location designated by Company, in the condition required by, and in accordance with the return provisions of the Agreement and at Customer's expense, and (4) pay Company all sums payable to Company under the Agreement up to the Non-Appropriation Date.

In the event of any Non-Appropriation Event, Company shall retain all sums paid hereunder or under the Agreement by Customer, including the Security Deposit (if any) specified in the Agreement.

Customer further represents, warrants and covenants for the benefit of Company that:

- (a) Customer is a municipal corporation and political subdivision duly organized and existing under the constitution and laws of the State.
- (b) Customer is authorized under the constitution and laws of the State, and has been duly authorized to enter into the Agreement and the transaction contemplated hereby and to perform all of its obligations thereunder.
- (c) The Agreement constitutes the legal, valid and binding obligation of Customer enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.
- (d) Customer has complied with such public bidding requirements as may be applicable to the Agreement.
- (e) The Equipment/System described in the Agreement is essential to the function of Customer or to the service Customer provides to its citizens. Customer has an immediate need for, and expects to make immediate use of, substantially all the Equipment/System, which need is not temporary or expected to diminish in the foreseeable future.
- (f) Customer has never failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease, lease purchase, installment sale or other similar agreement.

CUSTOMER AGREES THAT A FACSIMILE COPY OR OTHER ELECTRONIC TRANSMISSION OF THIS DOCUMENT WITH FACSIMILE AND/OR ELECTRONIC SIGNATURES MAY BE TREATED AS AN ORIGINAL AND WILL BE ADMISSIBLE AS EVIDENCE IN A COURT OF LAW.

CUSTOMER SIGNATURE	Signature X _____ <small>(MUST BE SIGNED BY AUTHORIZED REPRESENTATIVE OR OFFICER OF GOVERNMENT ENTITY)</small>
	Print Name _____
	Title _____ Date _____
	Name of Government Entity <u>CALWA RECREATION & PARK DISTRICT</u>

ACCEPTED BY COMPANY	Signature X _____
	Print Name _____
	Title _____ Date _____
	Name of Corporation or Partnership _____

17AMP016.02

CUSTOMER INFORMATION

LEGAL COMPANY NAME CALWA RECREATION & PARK DISTRICT			ADDRESS 4545 E. CHURCH AVE.	
CITY FRESNO	STATE CA	ZIP 93725	PHONE (559) 264-6867	FEDERAL TAX I.D. # 94-6036299
CONTACT PERSON		TYPE OF BUSINESS <input type="checkbox"/> Corporation <input type="checkbox"/> Proprietorship *If selected Date of Birth is required:		DOB <input type="checkbox"/> Partnership
E-MAIL ADDRESS			STATE OF INCORPORATION	

PERSONAL DATA

Personal data is required for customers with less than 10 employees and/or 5 years in business.

NAME OF OWNER #1	TITLE	NAME OF OWNER #2	TITLE
ADDRESS	CITY/STATE/ZIP	ADDRESS	CITY/STATE/ZIP
HOME PHONE	DATE OF BIRTH	HOME PHONE	DATE OF BIRTH
SOCIAL SECURITY #	OWNERSHIP %	SOCIAL SECURITY #	OWNERSHIP %

Each individual signing below certifies that the information provided in this credit application is accurate and complete. Each individual signing below authorizes us or any assignee or funding source which may be utilized (collectively referred to as "Lenders") to obtain information from the references listed above and obtain a consumer credit report that will be ongoing and relate not only to the evaluation and/or extension of the business credit requested, but also for purposes of reviewing the account, increasing the credit line on the account (if applicable), taking collection action on the account, and for any other legitimate purpose associated with the account as may be needed from time to time. Each individual signing below further waives any right or claim which such individual would otherwise have under the Fair Credit Reporting Act in the absence of this continuing consent.

X

OWNER #1 - SIGNATURE

SIGNER'S PRINTED NAME

DATE

X

OWNER #2 - SIGNATURE

SIGNER'S PRINTED NAME

DATE

ECOA NOTICE (TO BE RETAINED BY APPLICANT)

Thank you for your business credit application. We will review it carefully and get back to you promptly. If your application for business credit is denied, you have the right to a written statement of the specific reasons for the denial. To obtain that statement, please contact us within 60 days from the date that you are notified of our decision. We will send you a written statement of the reasons for the denial within 30 days of your request for the statement. NOTICE: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants 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), because all or part of the applicant's income derives from any public assistance program; or because the applicant has, in good faith, exercised any right under the Consumer Credit Protection Act. The federal agency that administers our compliance with this law is the Bureau of Consumer Financial Protection, 1700 G Street NW., Washington DC 20006.

IMPORTANT NEW CUSTOMER INFORMATION

To help the government fight the funding of terrorism and money laundering activities, Federal law requires financial institutions to obtain, verify and record identifying information on new customers. The personal data requested above will allow us to identify each person signing this application. We may also ask for copies of driver's licenses or other identifying documents.

TOSHIBA

TOSHIBA

FINANCIAL SERVICES

APPLICATION NUMBER

AGREEMENT NUMBER

The words **you** and **your**, refer to the **Customer**. The words **Lessor, we, us, and our**, refer to **Toshiba Financial Services**. The Toshiba Equipment is covered by the terms of the Toshiba Quality Commitment, a copy of which may be obtained from your service provider. We own the Equipment, as defined below, (excluding software) and you have the right to use it under the terms of this Agreement.

CUSTOMER CONTACT INFORMATION

Legal Company Name: CALWA RECREATION & PARK DISTRICT	Fed. Tax ID#: 94-6036299
Contact Person:	Bill-To Phone: (559) 264-6867 Bill-To Fax:
Billing Address: 4545 E. CHURCH AVE.	City, State - Zip: FRESNO CA 93725
Equipment Location: (if different than above)	City, State - Zip:

DEALER LOCATION

Contact Name:	Location:
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EQUIPMENT WITH CONSOLIDATED MINIMUMS

ITEM DESCRIPTION	MODEL NO.	SERIAL NO.	STARTING METER
TOSHIBA E-STUDIO 3005AC			

See attached form (Schedule "A") for Additional Equipment See attached form (Billing Schedule) for Additional Equipment/Payment Schedule

LEASE TERM & PAYMENT SCHEDULE

Number of Payments: 63	of \$ 130.21	* Security Deposit**: \$	<input type="checkbox"/> Received	*plus applicable taxes
Payments includes: 2,250	B&W Images per Month	Excess Images at: \$ 0.009	* per B&W Image	Lease payment period is monthly unless otherwise indicated. End-of-Lease Options: You will have the following options at the end of your original term, provided the Agreement has not terminated early and no event of default under the Agreement has occurred and is continuing. 1. Purchase the Equipment at Fair Market Value per section 16. 2. Renew the Agreement per section 17. 3. Return Equipment.
Payments includes: 250	Color Images per Month	Excess Images at: \$ 0.06	* per Color Image	
Payments includes:	Scan Images per Month	Excess Images at: \$	* per Scan Image	
Payments includes:	B&W Print Images per Month	Excess Images at: \$	* per B&W Print Image	
Payments includes:	Color Print Images per Month	Excess Images at: \$	* per Color Print Image	
Origination Fee: Up to \$99.00 (included in First Invoice)		Excess Images billed: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly		

** Security Deposit: The security deposit is non interest bearing and is to secure your performance under this Agreement. Any security deposit made may be applied by us to satisfy any amount owed by you in, in which event you will promptly restore the security deposit to its full amount as set forth above. If all conditions are fully complied with and provided you have not ever been in default of the Agreement in the Default section, the security deposit will be refunded to you after the return of the equipment in accordance with the Return of Equipment section.

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT. THIS AGREEMENT CANNOT BE CANCELLED OR TERMINATED.

LESSOR ACCEPTANCE

Toshiba Financial Services	Signature:	Title:	Date:
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CUSTOMER ACCEPTANCE

You hereby acknowledge and agree that your original or electronic signature below shall constitute an enforceable and original signature for all purposes. This Agreement may be executed in counterparts. The executed counterpart which has Lessor's original signature and/or is in Lessor's possession shall constitute chattel paper as that term is defined in the Uniform Commercial Code ("UCC") and shall constitute the original agreement for all purposes, including, without limitation, (i) any hearing, trial or proceeding with respect to this Agreement, and (ii) any determination as to which version of this Agreement constitutes the single true original item of chattel paper under the UCC. If Customer signs and transmits this Agreement to Lessor by facsimile or other electronic transmission, the transmitted copy, upon execution by Lessor, shall be binding upon the parties. Customer agrees that the facsimile or other electronic transmission of this Agreement manually signed by Lessor, when attached to the facsimile or other electronic copy signed by Customer, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. Without limiting and subject to the foregoing, the parties further agree that, for purposes of executing this Agreement, (a) a document signed and transmitted by facsimile or other electronic transmission shall be treated as an original document, (b) the signature of any party on such document shall be considered as an original signature, (c) the document transmitted shall have the same effect as a counterpart thereof containing original signatures, and (d) at the request of Lessor, Customer, who executed this Agreement and transmitted its signature by facsimile, or other electronic transmission shall provide the counterpart of this Agreement containing Customer's original manual signature to Lessor. No party may raise as a defense to the enforcement of this Agreement that a facsimile or other electronic transmission was used to transmit any signature of a party to this Agreement. **BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS AGREEMENT. THIS AGREEMENT IS BINDING UPON OUR ACCEPTANCE HEREOF.**

Name:	Signature: X	Title:	Date:
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- 1. Lease Agreement:** You agree to lease from us the equipment described under "ITEM DESCRIPTION" and on any attached Schedule (hereinafter, with all replacement parts, repairs, additions and accessories, referred to as the "Equipment") and as modified by Supplements to this Agreement from time to time signed by you and us. You authorize us to insert or correct missing information on this Agreement, including your accurate legal name, serial numbers and any other information describing the Equipment. You authorize us to change the amount of each Payment (set forth on page 1 of this Agreement) by not more than 15% due to changes in the equipment configuration which may occur prior to our acceptance of this Agreement or adjustments to reflect applicable sales taxes. We will send you copies of any changes. You agree to provide updated annual and/or quarterly financial statements to us upon request. You authorize us or our assignee to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignees or third parties having an economic interest in this Agreement or the Equipment. Toshiba Financial Services (TFS) is not responsible for service or maintenance of the Equipment and is not party to any service maintenance agreement.
- 2. Lease Commencement:** This Agreement will commence upon the acceptance of the applicable Equipment. When you receive the Equipment, you agree to inspect it and verify your acceptance by telephone or, at our request, by delivery of written evidence of acceptance satisfactory to us. Upon acceptance, your obligations under this Agreement will become absolute and unconditional, and are not subject to cancellation, reduction or setoff for any reason whatsoever. You agree to pay us the amounts payable under the terms of this Agreement each period by the due date in accordance with the Term and Payment schedule set forth on page 1 of this Agreement. Payments shall be delivered to our address or to such other address as we may designate in writing. For any payment that is not received by its due date, you agree to pay a late charge equal to the higher of 10% of the amount due or \$22 (not to exceed the maximum allowed by law).
- 3. Image Charges:** Each month during the term of this Agreement, you agree to remit to us the Payment and all other sums when due and payable to the address we provide to you from time to time. In return for the Payment, you are entitled to produce the Images (set forth on page 1 of this Agreement) included for each applicable image type each month. You also agree to pay us the Excess Image charge (set forth on page 1 of this Agreement) for each metered image that exceeds the applicable images included. We reserve the right to estimate the number of images used if you do not provide us with meter readings within seven days of request. We will adjust the estimated charge for excess images upon receipt of actual meter readings. Notwithstanding any adjustments, you will never remit to us less than the Minimum Payment each month. You agree that we reserve the right to increase the maintenance and supplies portion of the Lease Payment and/or the Excess Image charge each year during the Term of the Schedule by an amount not to exceed fifteen percent (15%) of the Payment and/or the Excess Image charge in effect at the end of the prior annual period. At our option, you will: (a) provide meter readings via an automated website when requested by us. We may charge a fee to recover the cost of meter collections if meters are requested but not submitted through the automated website. (b) Provide us by telephone or facsimile the actual meter readings when requested by us. (c) Allow us (or our agent) access to the Equipment to obtain meter readings. (d) Allow us (or our agent) to attach an automatic meter reading device to the Equipment. We may audit the automatic meter reading device periodically. If you have a dispute with your service provider, you continue to pay us all Payments and Excess Image charges without deductions or withholding deductions. Images made on Equipment marked as "Customer Owned" will be included in determining your image and excess charges.
- 4. WARRANTY DISCLAIMER: WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABILITY. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. YOU LEASE THE EQUIPMENT "AS IS". NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE EQUIPMENT WILL BIND US, NOR WILL ANY BREACH THEREOF RELIEVE YOU OF ANY OF YOUR OBLIGATIONS HEREUNDER. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR ANY DEFAULT BY US UNDER THIS AGREEMENT.**
- 5. Statutory Finance Lease:** You agree that this Agreement qualifies as a statutory Finance Lease under Article 2A of the Uniform Commercial Code. To the extent you are permitted by applicable law, you waive all rights and remedies provided by Article 2A (sections 508-522) of the Uniform Commercial Code.
- 6. Security Interest:** You authorize us to file a financing statement with respect to the Equipment. If this Agreement is deemed to be a secured transaction, you grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us.
- 7. Use Maintenance and Repair of Equipment:** YOU WILL USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES. You will not move the Equipment from the equipment location listed on page 1 without our advance written consent. You will give us reasonable access to the Equipment so that we can check the Equipment's existence, condition and proper maintenance. At your cost, you will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. You will not make any permanent alterations to the Equipment. You will keep the Equipment free and clear of all liens. You assign to us all of your rights, but none of your obligations, under any purchase agreement for the Equipment. We assign to you all our rights under any warranties, so long as you are not in default.
- 8. Software:** Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. You are responsible for entering into any license and/or other agreement (each a "License Agreement") required by the applicable software supplier or software licensor no later than the effective date of this Agreement and you will fully comply with such license, if any, throughout the applicable term. We are not responsible for the software or the obligations of you or the software licensor under any License Agreement.
- 9. Taxes and Lease Charges:** You agree to pay all taxes, costs and expenses incurred by us as a consequence of the ownership, sale, lease or use of the Equipment, including all sales, use and documentary stamp taxes. Any fee charged under this Agreement may include a profit and is subject to applicable taxes. In addition, you agree to pay us a UCC filing fee of \$35.00.
- 10. Indemnity:** You will indemnify and hold us harmless from any and all liability, damages, losses or injuries including reasonable attorney's fees, arising out of the ownership, use, condition or possession of the Equipment, except to the extent directly caused by our gross negligence or willful misconduct. We reserve the right to control the defense and to select or approve defense counsel. This indemnity will survive the termination of this Agreement.
- 11. Risk of Loss; Insurance:** You are responsible for risk of loss or for any destruction of or damage to the Equipment. No such loss or damage shall relieve you from the payment obligations under this Agreement. You agree to keep the Equipment fully insured against loss until this Agreement is paid in full and to have us and our assigns named as lender's loss payee. You also agree to maintain public liability insurance covering both personal injury and property damage and you shall name us and our assigns as additional insured. Upon request, you agree to provide us certificates or evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement: (a) we have the right but no obligation to obtain insurance covering our interest (and only our interest) in the Equipment for the lease term, and renewals. Any insurance we obtain will not insure you against third party or liability claims and may be cancelled by us at any time. You will be required to pay us an additional amount each month for the insurance and administrative fee. The cost may be more than the cost of obtaining your own insurance and we may make a profit. You agree to cooperate with us, our insurer and our agent in the placement of coverage and with claims; or (b) we may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. Once an acceptable certificate or evidence of insurance is submitted, any such fees will be discontinued. If any of the Equipment is lost, stolen or damaged you will at your option and cost, either (a) repair the item or replace the item with a comparable item reasonably acceptable to us, or (b) pay us the sum set forth in the Remedies section.
- 12. Right to Perform:** If you fail to comply with any provision of this Agreement, we may, at our option, perform such obligations on your behalf. Upon invoice you will reimburse us for all costs incurred by us to perform such obligations.
- 13. Representations:** (a) You represent and warrant to us that (1) you have the lawful power and authority to enter into this Agreement, and (2) the individuals signing this Agreement have been duly authorized to do so on your behalf, (3) you will provide us such financial information as we may reasonably request from time to time, (4) all financial information provided (or to be provided) is (or will be) accurate and complete in all material respects, (5) you will promptly notify us in writing if you move your principal place of business or there is a change in your name, state of formation, or ownership, and (6) you will take any action we reasonably request to protect our rights in the Equipment. (b) We represent and warrant to you that (1) we have the lawful power and authority to enter into this Agreement, and (2) the individuals signing this Agreement have been duly authorized to do so on our behalf.
- 14. Default:** You will be in default under this Agreement if: (a) we do not receive any Payment due under this Agreement within five (5) days after its due date, (b) you fail to meet any of your obligations in the Agreement (other than payment obligations) and do not correct such default within 10 days after we send you written notice of such default, (c) you or your guarantor become insolvent, are liquidated or dissolved, merge, transfer a material portion of your ownership interest or assets, stop doing business, or assign rights or property for the benefit of creditors, (d) a petition is filed by or against you or your guarantor under any bankruptcy or insolvency law, (e) any representation made by you is false or misleading in any material respect, (f) you default on any other agreement with us or our assigns or any material agreement with any entity, or (g) there has been a material adverse change in your or any guarantor's financial, business or operating condition.
- 15. Remedies:** If you are in default, we may, at our option, do any or all of the following: (a) retain your security deposit, if any, (b) terminate this Agreement, (c) require that you pay, as compensation for loss of our bargain and not as a penalty, the sum of (1) all amounts due and payable by you or accrued under this Agreement, plus (2) the present value of all remaining Payments to become due under this Agreement (discounted at 2% or the lowest rate allowed by law), and (3)(i) the amount of any purchase option and, if none is specified, 20% of the original equipment cost, which represents our anticipated residual value in the Equipment or (ii) return the Equipment to a location designated by us and pay to us the excess, if any, of the amount payable under clause (3)(i) over the Fair Market Value of the returned Equipment as determined by us in our reasonable discretion, (d) recover interest on any unpaid balance at the rate of 12% per annum, and (e) exercise any other remedies available to us at law or in equity, including requiring you to immediately stop using any financed software. You agree to pay our reasonable attorney's fees and a actual court costs including any cost of appeal. If we have to take possession of the Equipment, you agree to pay the cost of repossession and we may sell or re-rent the Equipment at terms we determine, at one or more public or private sales, with or without notice to you. You may remain liable for any deficiency with any excess being retained by us.
- 16. Purchase Option:** At the end of the Term provided you are not in default, and upon 30 days prior written notice from you, you will either (a) return all the Equipment, or (b) purchase all the Equipment as is, without any warranty to condition, value or title for the Fair Market Value of the Equipment as determined by us in our reasonable discretion plus applicable sales and other taxes.
- 17. Automatic Renewal:** Except as set forth in Section 16, this Agreement will automatically renew on a month-to-month basis after the Term, and you shall pay us the same Payments and lease charges as applied during the Term (and be subject to the terms and conditions of this Agreement) until the Equipment is returned to us or you pay us the applicable purchase price (and taxes).
- 18. Return of Equipment:** If (a) a default occurs, or (b) you do not purchase the Equipment at the end of the Term pursuant to a stated purchase option, you will immediately return the equipment to any location(s) we may designate in the continental United States. The Equipment must be returned in "Average Saleable Condition" and properly packed for shipment in accordance with our recommendations or specifications, freight prepaid and insured. "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third party, other than you, without the need for any repair or refurbishment. All Equipment must be free of markings. You will pay us for any missing or defective parts or accessories.
- 19. Assignment:** We may, without your consent, assign or transfer any Equipment or this Agreement, or any rights arising under this Agreement, and in such event our assignee or transferee will have the rights, power, privileges and remedies of Lessor hereunder, but none of the obligations. Upon such assignment you agree not to assert, as against our assignee, any defense, setoff, recoupment, claim or counterclaim that you may have against us. You will not assign, transfer or sublease this Agreement or any rights thereunder or any Equipment subject to this Agreement without our prior written consent.
- 20. Personal Property Tax (PPT):** You agree at our discretion to (a) reimburse us annually for all personal property and similar taxes associated with the ownership, possession or use of the Equipment or (b) remit to us each billing period our estimate of the prorated equivalent of such taxes. You agree to pay us an administrative fee for the processing of such taxes. We may make a profit on such a fee.
- 21. Tax Indemnity:** You agree to indemnify us for the loss of any income tax benefit caused by your acts or omissions inconsistent with our entitlement to certain tax benefits as owner of the Equipment.
- 22. Governing Law:** BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL. This Agreement and any supplement shall be deemed fully executed and performed in the state in which our (or, if we assign this Agreement, our assignee's) principal place of business is located and shall be governed by and construed in accordance with its laws. Any dispute concerning this Agreement will be adjudicated in a federal or state court in such state. You hereby consent to personal jurisdiction and venue in such courts and waive transfer of venue.
- 23. Transition Billing:** In order to facilitate an orderly transition, the start date of this Agreement will be the date the Equipment is delivered to you or a date designated by us, as shown on the first invoice. If a later start date is designated, in addition to all Payments and other amounts due hereunder, you agree to pay us a transitional payment equal to 1/30th of the Payment, multiplied by the number of days between the date the Equipment is delivered to you and the designated start date. The first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month.
- 24. Miscellaneous:** This Agreement contains the entire agreement between you and us and may not be modified except as provided therein or in writing signed by you and us, and supersedes any purchase orders. We will not accept payment in cash. If you so request, and we permit the early termination of this Agreement, you agree to pay a fee for such privilege. Notices must be in writing and will be deemed given five days after mailing to your or our mailing address. If a court finds any provision of this Agreement to be unenforceable, all other terms of that Agreement will remain in effect and enforceable. You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. In no event will we charge or collect any amounts in excess of those allowed by applicable law. Time is of the essence. You hereby acknowledge and confirm that you have not received any tax, financial, accounting or legal advice from us, or the manufacturer of the Equipment. It is the Customer's sole and exclusive responsibility to ensure that all data from all disk drives or magnetic media are erased of any customer data and information. 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.
- 25. Maintenance, Service and Supplies:** The Dealer agrees to provide Full Service Maintenance during normal business hours including all toner, developer and parts necessary to produce images. You must purchase paper and staples separately. You acknowledge that (a) we are not responsible for any service, repair or maintenance of the Equipment and (b) we are not a party to any service maintenance agreement. You agree to pay for service maintenance outside of the Dealer's normal business hours and for service required by your negligence or misuse of the Equipment at Dealer's customary rates. We may charge you a supply freight fee to cover our cost of shipping supplies to you.