

# Request for Legislative Action

Res. No: 20710  
Sponsor: Tony Miller  
Date: July 6, 2021

Completed by County Counselor's Office			
Action Requested:		Res.Ord No.:	20710
Sponsor(s):	Tony Miller	Legislature Meeting Date:	7/6/2021

Introduction
<b>Action Items:</b> ['Authorize']
<b>Project/Title:</b>
Authorize the Lease/Purchase of Golf Course Maintenance Equipment for the Parks + Rec Department to Professional Turf Products of Lenexa Kansas under the terms and conditions set forth in the OMNIA Partners - City of Mesa Contract #2017025, an existing government contract with financing carried by PNC Equipment Finance of Horsham Pennsylvania and declaring certain personal property as surplus and authorizing its disposal pursuant to Chapter 11 of the Jackson County Code.

Request Summary														
<p>The Parks + Rec Department is requesting approval to lease/purchase golf course maintenance equipment for the Fred Arbanas Golf Course and request that certain personal property be declared as Surplus and the disposal of that property be authorized. The surplus personal property to be utilized as a trade-in, applying a discount on the purchase price of the new golf course maintenance equipment.</p> <table><tr><td>Description</td><td>Professional Turf Products, Lenexa KS</td></tr><tr><td>Cost of Equipment</td><td>\$180,676</td></tr><tr><td>Destination</td><td>\$4,517</td></tr><tr><td>Less Trade In</td><td>\$8,500</td></tr><tr><td>Net Equipment Cost</td><td>\$176,693</td></tr></table> <table><tr><td>Annual Payment</td><td></td></tr><tr><td>to PNC Finance</td><td>\$39,238.10</td></tr></table> <p>Pursuant to Section 1030.4 of the Jackson County Code, the Parks + Rec Department is requesting approval of the lease/purchase of golf course maintenance equipment for the Fred Arbanas Golf Course from Professional Turf Products of Lenexa KS, under the terms and conditions of the OMNIA Partners - City of Mesa Contract #2017025 an existing government contract with financing carried by PNC Equipment Finance of Horsham Pennsylvania.</p> <p>Pursuant to Chapter 11 of the Jackson County Code, the Parks + Rec Department is requesting unusable personal property declared surplus and unusable.</p> <p>Five year Lease/Purchase: Annual Payment \$39,238.10; Five year total cost \$196,441.50 (including \$250 financing fee in year 1 and \$1 buy out fee in year 5) subject to appropriation of annual budget.</p> <p>First year payment \$39,238.10 + \$250 financing fee = \$39,488.10 Year 5 payment \$39,238.10+ \$1.00 = \$39,239.10</p>	Description	Professional Turf Products, Lenexa KS	Cost of Equipment	\$180,676	Destination	\$4,517	Less Trade In	\$8,500	Net Equipment Cost	\$176,693	Annual Payment		to PNC Finance	\$39,238.10
Description	Professional Turf Products, Lenexa KS													
Cost of Equipment	\$180,676													
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Net Equipment Cost	\$176,693													
Annual Payment														
to PNC Finance	\$39,238.10													

## Request for Legislative Action

Contact Information			
<b>Department:</b>	Parks + Rec	<b>Submitted Date:</b>	6/14/2021
<b>Name:</b>	Dianne L. Kimzey	<b>Email:</b>	DKimzey@jacksongov.org
<b>Title:</b>	Deputy Director of Enterprise Operations	<b>Phone:</b>	816-503-4825

Budget Information			
Amount authorized by this legislation this fiscal year:			\$39,489
Amount previously authorized this fiscal year:			\$ 0
Total amount authorized after this legislative action:			\$39,489
Is it transferring fund?			No
Single Source Funding:			
<b>Fund:</b>	<b>Department:</b>	<b>Line Item Account:</b>	<b>Amount:</b>
300 (Park Enterprise Fund)	1666 (Fred Arbanas Golf Course)	56790 (Other Contractual Services)	\$39,489

## Request for Legislative Action

<b>Prior Legislation</b>	
<b>Prior Ordinances</b>	
Ordinance:	Ordinance date:
<b>Prior Resolution</b>	
Resolution:	Resolution date:

<b>Purchasing</b>	
Does this RLA include the purchase or lease of supplies, materials, equipment or services?	Yes
Chapter 10 Justification:	Fixed Price Contract
Core 4 Tax Clearance Completed:	Not Applicable
Certificate of Foreign Corporation Received:	Yes
Have all required attachments been included in this RLA?	Yes

<b>Compliance</b>	
<b>Certificate of Compliance</b>	
Not Applicable	
<b>Minority, Women and Veteran Owned Business Program</b>	
Goals Not Applicable for following reason: Contract is with another government agency	
MBE:	.00%
WBE:	.00%
VBE:	.00%
<b>Prevailing Wage</b>	
Not Applicable	

<b>Fiscal Information</b>
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## Request for Legislative Action

### History

Dianne L. Kimzey at 6/14/2021 12:33:57 PM - [Submitted | ]Department Director: Michele Newman at 6/14/2021 3:00:38 PM - [ Approved | ]Department Director: Barbara J. Casamento at 6/14/2021 4:16:20 PM - [ Returned for more information | Need a contract document that explains the quote; showing how much the leasing company is allowed to charge ]Department Director: Dianne L. Kimzey at 6/17/2021 2:21:24 PM - [ Submitted | Added payment amortization schedule 6-17-21 ]Department Director: Michele Newman at 6/18/2021 7:57:56 AM - [ Approved | ]Department Director: Barbara J. Casamento at 6/21/2021 8:27:31 AM - [ Returned for more information | Please have them add the quote number and the contract number to the Amortization Sheet ]Department Director: Dianne L. Kimzey at 6/21/2021 3:30:58 PM - [ Submitted | Added updated amortization schedule with quote # and contract #. 6-21-21 ]Department Director: Michele Newman at 6/21/2021 6:58:32 PM - [ Approved | ]Department Director: Barbara J. Casamento at 6/22/2021 8:38:42 AM - [ Approved | ]Department Director: Jaime Guillen at 6/22/2021 9:56:47 AM - [ Approved | ]Department Director: Mark Lang at 6/22/2021 4:50:26 PM - [ Returned for more information | According to what is shown in the "Request Summary" the year one payment is \$39,489. This number should be the one reflected in the "Budget Information" and the "Single Source Funding" sections of the "Budget Info" tab. ]Department Director: Dianne L. Kimzey at 6/22/2021 5:18:35 PM - [ Submitted | Modified budget summary to include 1st year +\$250 financing fee. ]Department Director: Michele Newman at 6/22/2021 6:18:59 PM - [ Approved | ]Department Director: Barbara J. Casamento at 6/23/2021 8:26:11 AM - [ Approved | ]Department Director: Katie M. Bartle at 6/23/2021 9:04:27 AM - [ Approved | ]Department Director: Mark Lang at 6/23/2021 11:38:04 AM - [ Approved | The fiscal note has been attached. ]Department Director: Sylvya Stevenson at 6/23/2021 2:08:15 PM - [ Approved | ]





Professional Turf Products, L.P.

10935 Eicher Dr  
 Lenexa, Kansas 66219  
 Mark Newton, CGCS  
 (913) 449-8238  
 newtonm@proturf.com



Ship To	Fred Arbanas Golf Course At Longview Lakes	Date:	6/8/2021
Quotation	OMNIA Partners Cooperative - Credit Cards Not Accepted	Tax Rate	
Contact	Woody Moriarty	Destination	2.50%
Address	11100 View High Dr., Kansas City, MO 64134-4124	Trade-In	\$8,500.00
		Finance	PNC Equipment Finance
Phone	(816) 520-6066	Account Type	Contract: OMNIA Partners - City of Mesa
Email	imoriarty@jacksongov.org	QMS: ID	Q76045
Comments:	OMNIA Partners - City of Mesa Contract #2017025; Participating Agency #5170770. Pricing based on additional support from Toro on the condition that entire package presented is agreed upon with intent to lease/purchase. Finance Proposal is based upon a Conditional Sales Contract (CSC) that is a \$1 buyout, purchaser owns equipment at end of term. Quote valid for 30 days, all applicable Property/Sales Tax omitted from proposal.		

**Finance Proposal - Conditional Sales Contract (CSC) \$1 Buyout**

Qty	Model #	Description	60 Month	Selling Price	MSRP List Price
2	04510	Greensmaster TriFlex 3300 Hydraulic			
6	04655	14 Blade Cutting Unit			
2	04646	Spring Loaded Rear Roller Scraper (Set of 3)			
6	04255	Narrow Wiehle Roller (One roller)			
2	30042	400 Hour Maintenance Kit: GR3300			
		<b>Greensmaster TriFlex 3300 Hydraulic</b>		\$ 70,290.83	\$ 100,019.34
1	41188	Multi Pro 1750			
11	120-0704	White 0.80 gpm nozzle @ 40 PSI			
11	120-0705	Light Blue 1.00 gpm nozzle @ 40 PSI			
11	121-5062	Cap and Gasket for AI Turbo TwinJet			
1	100-6991	30 Mesh Suction Filter			
1	100-8642	50 Mesh Suction Filter			
1	136-0457	Finish Kit, Foam Marker			
1	133-0384	30 Mesh Pressure Filter			
11	117-5837	White 0.80 gpm asm (nozzle + cap + gasket)			
1	41249	Foam Marker Kit			
1	131-3751	Multi Pro MVP Kit			
1	41159	Electric Hose Reel Kit (KZ Valve)			
		<b>Multi Pro 1750</b>		\$ 35,580.31	\$ 52,535.92
1	30807	Groundsmanager 3500-D			
1	44963	MVP Kit 1000 Hour (PX Hydraulic Fluid - September 12, 2018 And Up)			
		<b>Groundsmanager 3500-D</b>		\$ 34,617.51	\$ 47,576.12
1	08743	Sand Pro 3040			
1	08714	Manual Blade (40 Inch)			
1	08751	Tooth Rake			
1	30035	400 Hour Filter Maintenance Kit			
		<b>Sand Pro 3040</b>		\$ 15,797.95	\$ 25,450.23
1	07384	Workman HDX - 2WD (Kubota Gas)			
1	30248	MVP Kit 400 Hour			
		<b>Workman HDX - 2WD (Kubota Gas)</b>		\$ 24,389.04	\$ 33,524.00
1	4700	2001 John Deere #LB4700P275816			
1	2500B	2012 John Deere #1TC250BGVBT050411			
1	GK IV	2008 Jacobsen #6228805316			
1	GM325-D	1995 Toro #30782-70639			
1	GM325-D	1995 Toro #30716-50376			
1	1200A	1998 John Deere #M01200A929396			
1	1200A	1998 John Deere #M01200A928327			
		<b>Partner Trade Program</b>		\$ (8,500.00)	

	Annual Payment CSC Lease	Outright Selling Price	MSRP List Price
Annual Payments (CSC)	\$	\$ 180,675.64	\$ 259,105.61
Destination	\$	\$ 4,516.89	\$ -
Trade Value	\$	\$ (8,500.00)	\$ -
Tax (Estimated)	\$	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 39,238.10</b>	<b>\$ 176,692.53</b>	<b>\$ 259,105.61</b>

**Comments:**

For all New Equipment, Demo units may be available for up to 20% savings.

For all New Equipment, Refurbished units may be available for up to 40% savings.

Due to unexpected issues with much of our supply chain, we are experiencing longer lead times that we have seen in the past. We are doing everything we can to get products to you as quickly as possible.

**Terms & Conditions:**

1. Orders are considered contractual. Order cancellations are subject to fees up to 10% of the original order value.
2. New equipment delivery time will be determined once credit is approved & documents are executed.
3. Pricing, including finance options, valid for 30 days from time of quotation.
4. Payments by Credit Card are subject to convenience fee.
5. After 30 days all prices are subject to change without notice.
6. Used and Demo equipment is in high demand and availability is subject to change.
  - A. Upon firm customer commitment to purchase, said equipment availability will be determined and "locked".
  - B. In the event equipment is unavailable at time of order, PTP will employ every resource to secure an acceptable substitute.
  - C. PTP strongly advises the customer to issue a firm PO as quickly as possible after acceptance of quotation.
7. "Trade In Allowances" will be treated as a credit for future parts purchases on PTP account unless other arrangements have been made.

**Returns Policy:**

1. All returns are subject to restocking, refurbishing, usage, and shipping fees.
2. All returns must be able to be sold as new.
3. Items missing parts are non returnable.
4. Professional Turf Products will have sole discretion as to the resalable condition of the product.
5. This policy does not apply to items that are defective, or shipped incorrectly by PTP or one of its vendors.

**Payment:**

1. Terms are net 10 unless prior arrangements have been made.
2. Quoted prices are subject to credit approval.
  - A. PTP will work with third party financial institutions to secure leases when requested to do so.
  - B. When using third party financiers, documentation fees & advance payments may be required.
  - C. For convenience, monthly payments are estimated based on third party rate factors in effect at time of the quotation.
  - D. PTP assumes no liability in the event credit becomes unavailable or rates change during the approval process.
3. There will be a service charge equal to 1.5% per month (18% per annum) on all past due invoices.
4. By Law we are required to file a "Notice to Owner" of our intent to file lien in the event of payment default.
 

This notice must be sent within 60 days of the date the original invoice and will happen automatically regardless of any special payment arrangements that may have been made.

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Compound Period: Monthly

Nominal Annual Rate: 5.163%

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	6/15/2021	176,692.53	1		
2 Payment	7/15/2021	39,238.10	5	Annual	7/15/2025

AMORTIZATION SCHEDULE - Normal Amortization

	Date	Payment	Interest	Principal	Balance
Loan	6/15/2021				176,692.53
1	7/15/2021	39,238.10	760.19	38,477.91	138,214.62
2021 Totals		39,238.10	760.19	38,477.91	
2	7/15/2022	39,238.10	7,307.03	31,931.07	106,283.55
2022 Totals		39,238.10	7,307.03	31,931.07	
3	7/15/2023	39,238.10	5,618.92	33,619.18	72,664.37
2023 Totals		39,238.10	5,618.92	33,619.18	
4	7/15/2024	39,238.10	3,841.57	35,396.53	37,267.84
2024 Totals		39,238.10	3,841.57	35,396.53	
5	7/15/2025	39,238.10	1,970.26	37,267.84	0.00
2025 Totals		39,238.10	1,970.26	37,267.84	
Grand Totals		196,190.50	19,497.97	176,692.53	



Jackson County Parks & Rec - Fred Arbanas GC Equipment; Q76045; OMNIA City of Mesa #2017025:  
Participating Agency #5170770

Compounding Period: Monthly

Nominal Annual Rate: 5.163%

### Cash Flow Data - Loans and Payments

Event	Date	Amount	Number	Period	End Date
1 Loan	06/21/2021	176,692.53	1		
2 Payment	07/21/2021	39,238.10	5	Annual	07/21/2025

### TValue Amortization Schedule - Normal, 365 Day Year

Date	Payment	Interest	Principal	Balance
Loan 06/21/2021				176,692.53
1 07/21/2021	39,238.10	760.19	38,477.91	138,214.62
<b>2021 Totals</b>	<b>39,238.10</b>	<b>760.19</b>	<b>38,477.91</b>	
2 07/21/2022	39,238.10	7,307.03	31,931.07	106,283.55
<b>2022 Totals</b>	<b>39,238.10</b>	<b>7,307.03</b>	<b>31,931.07</b>	
3 07/21/2023	39,238.10	5,618.92	33,619.18	72,664.37
<b>2023 Totals</b>	<b>39,238.10</b>	<b>5,618.92</b>	<b>33,619.18</b>	
4 07/21/2024	39,238.10	3,841.57	35,396.53	37,267.84
<b>2024 Totals</b>	<b>39,238.10</b>	<b>3,841.57</b>	<b>35,396.53</b>	
5 07/21/2025	39,238.10	1,970.26	37,267.84	0.00
<b>2025 Totals</b>	<b>39,238.10</b>	<b>1,970.26</b>	<b>37,267.84</b>	
<b>Grand Totals</b>	<b>196,190.50</b>	<b>19,497.97</b>	<b>176,692.53</b>	

Last interest amount increased by 0.01 due to rounding.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
<b>5.281%</b>	<b>\$19,497.97</b>	<b>\$176,692.53</b>	<b>\$196,190.50</b>



December 9, 2019

Lease Number xxxxxxx-x

## Sample

Enclosed are the necessary documents needed to complete your lease transaction. Please review, sign and return the following:

- Lease - Purchase Agreement - Please have the Authorized Signor execute the documents and provide their title.
- Opinion of Counsel - Please have your attorney sign and provide the name of the law firm, if applicable.
- Certificate of Acceptance - At the point of delivery, fill out this form and return the original to us. We will not be unable to disburse funds until we receive this signed form.
- Resolution-Certificate of Incumbency - List your Authorized Representative(s) and their title(s) in the body of the Resolution. Have the Authorized Representatives provide their names, title and signatures(s) on the lines which appear under the Authorized Representative Signature Section near the bottom of the Resolution. Finally, have the Secretary or appropriate Trustee attest to the information of the Authorized Representative(s) by signing and printing his/her name, title and date on the **last** signature line provided. **The person who validates the signature should not sign the Lease Agreement.** The Resolution must reflect the title(s) of the individual(s) who have authorization to sign the documents.
- Insurance Request Form - Fill in your insurer's information and sign. Please contact your insurer, prior to delivery, to obtain a certificate of insurance. Please enclose the certificate with the signed documentation or have the insurer fax the certificate directly to me.
- Sales Tax Exemption Certificate - Please return a copy with the documents.
- PNC Automatic Payment Authorization form: Optional.
- Minutes of Governing Body (approving the purchase & finance of equipment) - Please return a copy with the documents.
- Invoice for advance payment - Please send your check in the amount of \$250.00, made payable to PNC Equipment Finance, LLC.

Please return the documents to PNC Equipment Finance, LLC, Attn: Staysi Garcia Morillo 655 Business Center Dr, Horsham, PA 19044 in the postage paid envelope enclosed.

**PNC Equipment Finance, LLC, in its sole discretion, reserves the right to adjust the payment factors in the enclosed documentation to reflect any changes in market conditions up to the date of funding.**

Our goal is to ensure that you receive the lowest payment available. Therefore, it is important that the documents are completed and returned by January 9, 2020.

If you have any questions please contact me at (267) 960-4076 or email me at [smorillo@leaserv.com](mailto:smorillo@leaserv.com).

Sincerely,

Staysi Garcia Morillo  
Commercial Transaction Coordinator

# Lease-Purchase Agreement

Dated as of (Date Prepared)

Lease Number: -Lease Number-

Lessor: PNC Equipment Finance, LLC  
655 Business Center Drive  
Horsham, Pennsylvania 19044

Lessee: LESSEE FULL LEGAL NAME  
|-Company Name-| FEDERAL TAX ID  
|-Address Line 1-| |-Address Line 2-|  
|-City-|, |-State-| |-Zip-|

Equipment Description **See attached Certificate of Acceptance for Equipment Description**

Rent Payment Schedule Lease Term is for |-Lease Term-| months, with Rent payments due in \_\_\_\_\_  monthly;  quarterly;  semi-annual;  annually; each in the amounts set forth in the attached Schedule of Payments.

Lessee shall pay Rent payments exclusively from legally available funds in U.S. currency to Lessor in the amounts and on the dates set forth herein, without notice or demand.

## TERMS AND CONDITIONS

- LEASE.** Subject to the terms of this Lease, Lessee agrees to lease from Lessor the equipment (the "Equipment") described in the attached Certificate of Acceptance when Lessor accepts this Lease. Lessee agrees to be bound by all the terms of this Lease.
- DELIVERY AND ACCEPTANCE OF EQUIPMENT.** Acceptance of the Equipment occurs upon delivery. When Lessee receives the Equipment, Lessee agrees to inspect it and to verify by telephone or in writing such information as Lessor may require. Delivery and installation costs are Lessee's responsibility. If Lessee signed a purchase contract for the Equipment, by signing this Lease Lessee assigns its rights, but none of its obligations under the purchase contract, to Lessor.
- RENT.** Lessee agrees to pay Lessor Rent (plus applicable taxes) in the amount and frequency stated above. If Lessee's Rent payments are due in Advance, Lessee's first Rent payment is due on the date Lessee accepts the Equipment under the Lease. Lessor will advise Lessee as to (a) the due date of each Rent payment, and (b) the address to which Lessee must send payments. Rent is due whether or not Lessee receives an invoice from Lessor. Lessee will pay Lessor any required advance rent when Lessee signs this Lease. Lessee authorizes Lessor to change the Rent by not more than 15% due to changes in the Equipment configuration, which may occur prior to Lessor's acceptance of this Lease. Restrictive endorsements on checks Lessee sends to Lessor will not reduce Lessee's obligations to Lessor.  
**NON-APPROPRIATION OF FUNDS.** Lessee intends to remit all Rent and other payments to Lessor for the full Lease Term if funds are legally available. In the event Lessee is not granted an appropriation of funds at any time during the Lease Term for the Equipment subject to this Lease and operating funds are not otherwise available to Lessee to pay the Rent and other payments due and to become due under this Lease, and there is no other legal procedure or available funds by or with which payment can be made to Lessor, and the non-appropriation did not result from an act or omission by Lessee, Lessee shall have the right to return the Equipment in accordance with Section 16 of the Lease and terminate this Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee, except as the portion of Rent for which funds shall have been appropriated and budgeted. At least 30 days prior to the end of Lessee's fiscal year, Lessee's chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the upcoming fiscal period, (b) such non-appropriation did not result from any act or failure to act by Lessee, and (c) Lessee has exhausted all funds legally available for the payment of Rent.
- UNCONDITIONAL OBLIGATION. LESSEE AGREES THAT IT IS UNCONDITIONALLY OBLIGATED TO PAY ALL RENT AND ANY OTHER AMOUNTS DUE UNDER THIS LEASE IN ALL FISCAL YEARS IN WHICH FUNDS HAVE BEEN APPROPRIATED NO MATTER WHAT HAPPENS, EVEN IF THE EQUIPMENT IS DAMAGED OR DESTROYED, IF IT IS DEFECTIVE OR IF LESSEE HAS TEMPORARY OR PERMANENT LOSS OF ITS USE. LESSEE IS NOT ENTITLED TO ANY REDUCTION OR SET-OFF AGAINST RENT OR OTHER AMOUNTS DUE UNDER THIS LEASE FOR ANY REASON WHATSOEVER.**
- DISCLAIMER OF WARRANTIES. THE EQUIPMENT IS BEING LEASED TO LESSEE IN "AS IS" CONDITION. LESSEE AGREES THAT LESSOR HAS NOT MANUFACTURED THE EQUIPMENT AND THAT LESSEE HAS SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. LESSEE HAS NOT RELIED ON ANY STATEMENTS LESSOR OR ITS EMPLOYEES HAVE MADE. LESSOR HAS NOT MADE AND DOES NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW.** Lessee is aware of the name of the Equipment manufacturer. If the manufacturer has provided Lessor with a warranty, Lessor assigns its rights to such warranty to Lessee and Lessee may enforce all warranty rights directly against the manufacturer of the Equipment. Lessee agrees to settle any dispute regarding performance of the Equipment directly with the manufacturer of the Equipment.
- TITLE AND SECURITY INTEREST.** Unless otherwise required by the laws of the state where Lessee is located, Lessee shall have title to the Equipment immediately upon delivery and shall be deemed to be the owner of the Equipment as long as Lessee is not in default under this Lease. In the event of a default, title to the Equipment shall revert to Lessor free and clear of any rights or interest Lessee may have in the Equipment. To secure all of Lessee's obligations to Lessor under this Lease Lessee hereby grants Lessor a security interest in (a) the Equipment to the extent of Lessee's interest in the Equipment, (b) anything attached, added, replaced and/or substituted to the Equipment at any time, (c) any money or property from the sale of the

Equipment, and (d) any money from an insurance claim if the Equipment is lost or damaged. Lessee agrees that the security interest will not be affected if this Lease is changed in any way.

7. **USE, MAINTENANCE AND REPAIR.** Lessee will not move the Equipment from the Equipment Location without Lessor's advance written consent. Lessee will give Lessor reasonable access to the Equipment Location so that Lessor can check the Equipment's existence, condition and proper maintenance. Lessee will use the Equipment in the manner for which it was intended, as required by all applicable manuals and instructions, and keep it eligible for any manufacturer's certification and/or standard full service maintenance contract. At Lessee's own cost and expense, Lessee will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. Lessee will not make any permanent alterations to the Equipment and will remove any alterations or markings from the Equipment before returning to Lessor.
8. **TAXES.** Unless a proper exemption certificate is provided, applicable sales and use taxes will be added to the Rent. Lessee agrees to pay Lessor, when invoiced, all taxes (including any sales, use and personal property taxes), fines, interest and penalties relating to this Lease and the Equipment (excluding taxes based on Lessor's net income). Lessee agrees to file any required personal property tax returns and, if Lessor asks, Lessee will provide Lessor with proof of payment. Lessor does not have to contest any tax assessments.
9. **INDEMNITY.** Lessor is not responsible for any injuries, damages, penalties, claims or losses, including legal expenses, incurred by Lessee or any other person caused by the transportation, installation, manufacture, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the Equipment. To the extent permitted by law, Lessee agrees to reimburse Lessor for and defend Lessor against any claims for such losses, damages, penalties, claims, injuries, or expenses. This indemnity continues even after this Lease has expired, for acts or omissions that occurred during the Lease Term.
10. **IDENTIFICATION.** Lessee authorizes Lessor to insert or correct missing information on this Lease, including Lessee's official name, serial numbers and any other information describing the Equipment. Lessor will send Lessee copies of such changes.
11. **LOSS OR DAMAGE.** Lessee is responsible for any loss of the Equipment from any cause at all, whether or not insured, from the time the Equipment is shipped to Lessee until it is returned to Lessor. If any item of Equipment is lost, stolen or damaged, Lessee will promptly notify Lessor of such event. Then, at Lessor's option, Lessee will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay Lessor an amount equal to the Net Book Value (as defined in Section 14) of the lost, stolen or damaged Equipment. If Lessee has satisfied their obligations under this Section 11, Lessor will forward to Lessee any insurance proceeds which Lessor receives for lost, damaged, or destroyed Equipment. If Lessee is in default, Lessor will apply any insurance proceeds Lessor receives to reduce Lessee's obligations under Section 14 of this Lease.
12. **INSURANCE.** Lessee agrees to (a) keep the Equipment fully insured against loss, naming Lessor as loss payee, and (b) obtain a general public liability insurance policy covering both personal injury and property damage in amounts not less than Lessor may tell Lessee, naming Lessor as additional insured, until Lessee has met all their obligations under this Lease. Lessor is under no duty to tell Lessee if Lessee's insurance coverage is adequate. The policies shall state that Lessor is to be notified of any proposed cancellation at least 30 days prior to the date set for cancellation. Upon Lessor's request, Lessee agrees to provide Lessor with certificates or other evidence of insurance acceptable to Lessor. If Lessee does not provide Lessor with evidence of proper insurance within ten days of Lessor's request or Lessor receives notice of policy cancellation, Lessor may (but Lessor is not obligated to) obtain insurance on Lessor's interest in the Equipment at Lessee's expense. Lessee will pay all insurance premiums and related charges.
13. **DEFAULT.** Lessee will be in default under this Lease if any of the following happens: (a) Lessor does not receive any Rent or other payment due under this Lease within ten days after its due date, (b) Lessee fails to perform or observe any other promise or obligation in this Lease and does not correct the default within ten days after Lessor sends Lessee written notice of default, (c) any representation, warranty or statement Lessee has made in this Lease shall prove to have been false or misleading in any material respect, (d) any insurance carrier cancels or threatens to cancel any insurance on the Equipment, (e) the Equipment or any part of it is abused, illegally used, misused, lost, destroyed, or damaged beyond repair, (f) a petition is filed by or against Lessee under any bankruptcy or insolvency laws, or (g) Lessee defaults on any other agreement between it and Lessor (or Lessor's affiliates).
14. **REMEDIES.** Upon the occurrence of a default, Lessor may, in its sole discretion, do any or all of the following: (a) provide written notice to Lessee of default, (b) as liquidated damages for loss of a bargain and not as a penalty, declare due and payable, the present value of (i) any and all amounts which may be then due and payable by Lessee to Lessor under this Lease, plus (ii) all Rent payments remaining through the end of the then current fiscal year, discounted at the higher of 3% or the lowest rate allowed by law (collectively, the "Net Book Value") and (c) require Lessee to immediately return the Equipment to Lessor. Lessor has the right to require Lessee to make the Equipment available to Lessor for repossession during reasonable business hours or Lessor may repossess the Equipment, so long as Lessor does not breach the peace in doing so, or Lessor may use legal process in compliance with applicable law pursuant to court order to have the Equipment repossessed. Lessee will not make any claims against Lessor or the Equipment for trespass, damage or any other reason. If Lessor takes possession of the Equipment Lessor may (a) sell or lease the Equipment at public or private sale or lease without notice, and/or (b) exercise such other rights as may be allowed by applicable law. Although Lessee agrees that Lessor has no obligation to sell the Equipment, if Lessor does sell the Equipment, Lessor will reduce the Net Book Value by the amounts Lessor receives. Lessee will immediately pay Lessor the remaining Net Book Value. Lessee agrees (a) to pay all of the costs Lessor incurs to enforce Lessor's rights against Lessee, including attorney's fees, and (b) that Lessor will retain all of Lessor's rights against Lessee even if Lessor does not choose to enforce them at the time of Lessee's default.
15. **LESSEE'S OPTION AT END OF LEASE.** Provided Lessee is not in default, upon expiration of the Lease Term, Lessee has the option to purchase all but not less than all of the Equipment for \$1.00 (plus all sales and other applicable taxes).
16. **RETURN OF EQUIPMENT.** If (a) default occurs, or (b) a non-appropriation of funds occurs in accordance with Section 3, Lessee will immediately return the Equipment to any location(s) in the continental United States and aboard any carriers(s) Lessor may designate. The Equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications, freight prepaid and insured, maintained in accordance with Section 7, and in "Average Saleable Condition." "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third party buyer, user or lessee, other than Lessee named in this Lease, without the need for any repair or refurbishment. Lessee will pay Lessor for any missing or defective parts or accessories. Lessee will continue to pay Rent until the Equipment is received and accepted by Lessor.
17. **LESSEE'S REPRESENTATIONS AND WARRANTIES.** Lessee hereby represents and warrants to Lessor that as of the date of this Lease, and throughout the Lease Term: (a) Lessee is the entity indicated in this Lease; (b) Lessee is a state or a fully constituted political subdivision or agency of the State in which Lessee is located; (c) Lessee is duly organized and existing under the constitution and laws of the state in which they are located; (d) Lessee is authorized to enter into and carry out Lessee's obligations under this Lease, any documents relative to the acquisition of the Equipment and any other documents required to be delivered in connection with this Lease (collectively, the "Documents"); (e) the Documents have been duly authorized, executed and delivered by Lessee in accordance with all applicable laws, rules, ordinances, and regulations, the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of Lessee's governing body, and hold the offices indicated below their signature, each of which are genuine; (f) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of Lessee's authority; (g) Lessee intends to use the Equipment for the entire Lease Term for such function and shall take all necessary action to include in Lessee's annual budget any funds required to fulfill Lessee's

obligations for each fiscal year during the Lease Term; (h) Lessee has complied fully with all applicable law governing open meetings, public bidding and appropriations required in connection with this Lease and the acquisition of the Equipment; (i) Lessee's obligations to remit Rent under this Lease constitutes a current expense and not a debt under applicable state law and no provision of this Lease constitutes a pledge of Lessee's tax or general revenues, and any provision which is so constructed by a court of competent jurisdiction is void from the inception of this lease; and (j) all financial information Lessee has provided to Lessor is true and accurate and provides a good representation of Lessee's financial condition.

18. **LESSEE'S PROMISES.** In addition to the other provisions of this Lease, Lessee agrees that during the term of this Lease (a) Lessee will promptly notify Lessor in writing if it moves its principal office or changes its name or legal structure, (b) Lessee will provide to Lessor such financial information as may reasonably request from time to time, and (c) Lessee will take any action Lessor reasonably requests to protect Lessor's rights in the Equipment and to meet Lessee's obligations under this Lease.
19. **ASSIGNMENT. LESSEE WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE, SUB-LEASE OR PART WITH POSSESSION OF THE EQUIPMENT OR FILE OR PERMIT A LIEN TO BE FILED AGAINST THE EQUIPMENT.** Lessee will not attach any of the Equipment to any real estate.
20. **ASSIGNMENT BY LESSOR.** This Lease, and the rights of Lessor hereunder and in and to the Equipment, may be assigned and reassigned in whole or in part to one or more assignees by Lessor or its assigns at any time without the necessity of obtaining the consent of Lessee. Upon an assignment, Lessee agrees to make all payments as designated in the assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (whether arising from a breach of this Lease or otherwise) that Lessee may from time to time have against Lessor or Lessor's assigns.
21. **COLLECTION EXPENSES, OVERDUE PAYMENT, TERMINATION.** Lessee agrees that Lessor can, but does not have to, take on Lessee's behalf any action which Lessee fails to take as required by this Lease, and Lessor's expenses will be in addition to that of the Rent which Lessee owes Lessor. If Lessor receives any payment from Lessee after the due date, Lessee shall pay Lessor on demand as a late charge 5% of such overdue amount, limited, however, to the maximum amount allowed by law. Upon 30 days' prior written notice by Lessee to Lessor, and so long as there is no Event of Default then existing, Lessee shall have the option to purchase all, but not less than all, of the Equipment covered by the Lease on any Rent Payment due date by paying to Lessor all Rent Payments then due (including accrued interest, if any) plus the Termination Value amount set forth on the Payment Schedule to the applicable Lease for such date. Upon satisfaction by Lessee of such purchase conditions, Lessor shall release its Lien on such Equipment and Lessee shall retain its title to such Equipment "as is, where is," without representation or warranty by Lessor, express or implied, except for a representation that such Equipment is free and clear of any Liens created by Lessor.
22. **MISCELLANEOUS.** This Lease contains the entire agreement and supersedes any conflicting provision of any equipment purchase order or any other agreement. **TIME IS OF THE ESSENCE IN THIS LEASE.** If a court finds any provision of Lease to be unenforceable, the remaining terms of this Lease shall remain in effect. **THIS LEASE IS A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.** Lessee authorizes Lessor (or Lessor's agent) to (a) obtain credit reports, (b) make such other credit inquiries as Lessor may deem necessary, and (c) furnish payment history information to credit reporting agencies. To the extent permitted by law, Lessor may charge Lessee a fee of \$250.00 to cover Lessor's documentation and investigation costs.
23. **NOTICES.** All of Lessee's written notices to Lessor must be sent by certified mail or recognized overnight delivery service, postage prepaid, to Lessor at Lessor's address stated in this Lease, or by facsimile transmission to Lessor's facsimile telephone number, with oral confirmation of receipt. All of Lessor's notices to Lessee may be sent first class mail, postage prepaid, to Lessee's address stated in this Lease. At any time after this Lease is signed, Lessee or Lessor may change an address or facsimile telephone number by giving notice to the other of the change.
24. **ANTI-MONEY LAUNDERING/INTERNATIONAL TRADE COMPLIANCE.** Lessee represents and warrants to Lessor, as of the date of this Lease, the date of each advance of proceeds under the Lease, the date of any renewal, extension or modification of this Lease, and at all times until the Lease has been terminated and all amounts thereunder have been indefeasibly paid in full, that: (a) no Covered Entity (i) is a Sanctioned Person; or (ii) does business in or with, or derives any of its operating income from investments in or transactions with, any Sanctioned Country or Sanctioned Person in violation of any law, regulation, order or directive enforced by any Compliance Authority; (b) the proceeds of the Lease will not be used to fund any unlawful activity; (c) the funds used to repay the Lease are not derived from any unlawful activity; and (d) each Covered Entity is in compliance with, and no Covered Entity engages in any dealings or transactions prohibited by, any laws of the United States.

As used herein: "**Compliance Authority**" means each and all of the (a) U.S. Treasury Department/Office of Foreign Assets Control, (b) U.S. Treasury Department/Financial Crimes Enforcement Network, (c) U.S. State Department/Directorate of Defense Trade Controls, (d) U.S. Commerce Department/Bureau of Industry and Security, (e) U.S. Internal Revenue Service, (f) U.S. Justice Department, and (g) U.S. Securities and Exchange Commission; "**Covered Entity**" means Lessee, its affiliates and subsidiaries and direct and indirect owners; "**Sanctioned Country**" means a country subject to a sanctions program maintained by any Compliance Authority; and "**Sanctioned Person**" means any individual person, group, regime, entity or thing listed or otherwise recognized as a specially designated, prohibited, sanctioned or debarred person or entity, or subject to any limitations or prohibitions (including but not limited to the blocking of property or rejection of transactions), under any order or directive of any Compliance Authority or otherwise subject to, or specially designated under, any sanctions program maintained by any Compliance Authority.

25. **USA PATRIOT ACT NOTICE.** 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 lessee that opens an account. What this means: when the Lessee opens an account, Lessor will ask for the business name, business address, taxpayer identifying number and other information that will allow the Lessor to identify Lessee, such as organizational documents. For some businesses and organizations, Lessor may also need to ask for identifying information and documentation relating to certain individuals associated with the business or organization.
26. **WAIVERS. LESSOR AND LESSEE EACH AGREE TO WAIVE, AND TO TAKE ALL REQUIRED STEPS TO WAIVE, ALL RIGHTS TO A JURY TRIAL.** To the extent Lessee is permitted by applicable law, Lessee waives all rights and remedies conferred upon a lessee by Article 2A (Sections 508-522) of the Uniform Commercial Code. To the extent Lessee is permitted by applicable law, Lessee waives any rights they now or later may have under any statute or otherwise which requires Lessor to sell or otherwise use any Equipment to reduce Lessor's damages, which requires Lessor to provide Lessee with notice of default, intent to accelerate amounts becoming due or acceleration of amounts becoming due, intent to sale the Equipment at a public or private sale, or which may otherwise limit or modify any of Lessor's rights or remedies. Lessor will not be liable for specific performance of this Lease or for any losses, damages, delay or failure to deliver Equipment.
27. **IMPORTANT INFORMATION ABOUT PHONE CALLS.** By providing telephone number(s) to Lessor, now or at any later time, Lessee authorizes Lessor and its affiliates and designees to contact Lessee regarding Lessee account(s) with Lessor or its affiliates, whether such accounts are Lessee individual accounts or business accounts for which Lessee is a contact, at such numbers using any means, including but not limited to placing calls using an automated dialing system to cell, VoIP or other wireless phone number, or leaving prerecorded messages or sending text messages, even if charges may be incurred for the calls or text messages. Lessee consents that any phone call with Lessor may be monitored or recorded by Lessor.

**IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS LEASE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS WRITTEN AGREEMENT MAY NOT BE LEGALLY ENFORCED. THE TERMS OF THIS LEASE MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT BETWEEN LESSEE AND LESSOR. LESSEE AGREES TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS LEASE. LESSEE AGREES THAT THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.**

**LESSEE CERTIFIES THAT ALL THE INFORMATION GIVEN IN THIS LEASE AND LESSEE'S APPLICATION WAS CORRECT AND COMPLETE WHEN THIS LEASE WAS SIGNED. THIS LEASE IS NOT BINDING UPON LESSOR OR EFFECTIVE UNLESS AND UNTIL LESSOR EXECUTES THIS LEASE. THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF THE LESSEE.**

|-Company Name-| |-Company Name2-|  
("Lessee")

PNC Equipment Finance, LLC  
("Lessor")

**X** \_\_\_\_\_  
Authorized Signature

**X** \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Title:

Date  
|-Address Line 1-| |-Address Line 2-|  
|-City-|, |-State-| |-Zip-|

655 Business Center Drive  
Horsham, PA 19044

## RESOLUTION AND CERTIFICATE OF INCUMBENCY Lease Number XXXXXX-X

Lessee: **SAMPLE**

Amount: XXXXX

WHEREAS, Lessee, a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State or Commonwealth ("State") is authorized by the laws of the State to purchase, acquire and lease certain equipment and other property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, pursuant to applicable law, the governing body of the Lessee ("Governing Body") is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases and easements necessary to the functions or operations of the Lessee.

WHEREAS, the Governing Body hereby finds and determines that the execution of one or more Lease Agreements or lease schedules ("Leases") in the amount not exceeding the amount stated above for the purpose of acquiring the property ("Equipment") to be described in the Leases is appropriate and necessary to the functions and operations of the Lessee.

WHEREAS, PNC Equipment Finance, LLC ("Lessor") shall act as Lessor under said Leases.

NOW, THEREFORE, Be It Ordained by the Governing Body of the Lessee:

Section 1. Either one of the \_\_\_\_\_ OR \_\_\_\_\_ (each an "Authorized Representative") acting on behalf of the Lessee, is hereby authorized to negotiate, enter into, execute, and deliver one or more Leases in substantially the form set forth in the document presently before the Governing Body, which document is available for public inspection at the office of the Lessee. Each Authorized Representative acting on behalf of the Lessee is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Lease as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Leases are hereby authorized.

Section 2. By a written instrument signed by any Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of the Lessee to execute and deliver agreements and documents relating to the Leases on behalf of the Lessee.

Section 3. The Lessee's obligations under the Leases shall be subject to annual appropriation or renewal by the Governing Body as set forth in each Lease and the Lessee's obligations under the Leases shall not constitute general obligations of the Lessee or indebtedness under the Constitution or laws of the State.

Section 4. This resolution shall take effect immediately upon its adoption and approval.

**NAMES AND TITLES OF AUTHORIZED REPRESENTATIVES: AUTHORIZED LEASE SIGNORS ONLY**

Name	Title
Name	Title

ADOPTED AND APPROVED on this \_\_\_\_\_, 20\_\_.

Section 5. I, the undersigned Secretary/Clerk identified below, does hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of the above Lessee, a political subdivision duly organized and existing under the laws of the State where Lessee is located, that I have the title stated below, and that, as of the date hereof, the individuals named above are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

The undersigned Secretary/Clerk of the above-named Lessee hereby certifies and attests that the undersigned has access to the official records of the Governing Body of the Lessee, that the foregoing resolutions were duly adopted by said Governing Body of the Lessee at a meeting of said Governing Body and that such resolutions have not been amended or altered and are in full force and effect on the date stated below.

LESSEE: **SAMPLE**

\_\_\_\_\_  
Signature of Secretary/Clerk of Lessee

Print Name: \_\_\_\_\_

Official Title: \_\_\_\_\_

Date: \_\_\_\_\_

# CERTIFICATE OF ACCEPTANCE

Lease Number XXXXXXXX-X

Quantity	Description	Serial No.
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Lessee, through its authorized representative, hereby certifies to Lessor that:

1. The Equipment has been delivered to the location where it will be used, which is the Equipment Location given in the Lease Agreement (“Lease”);
2. All of the Equipment has been inspected and is (a) complete, (b) properly installed, (c) functioning, and (d) in good working order;
3. Lessee accepts the Equipment for all purposes under the Lease as of \_\_\_\_\_, 20\_\_ (the “Acceptance Date”), which is the date on which the Equipment was delivered and installed;
4. The Equipment is of a size, design, capacity and manufacture acceptable to Lessee and suitable for Lessee’s purposes; and
5. Lessee is not in default under the Lease, no Non-Appropriation of Funds (as described in the Lease) has occurred, and all of Lessee’s statements and promises set forth in the Lease are true and correct.

Lessor is hereby authorized to insert serial numbers on the Lease.

THIS CERTIFICATE OF ACCEPTANCE IS SIGNED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

**SAMPLE**  
 (“Lessee”)

**X** \_\_\_\_\_  
 Authorized Signature  
 \_\_\_\_\_  
 Print Name  
 \_\_\_\_\_  
 Title:  
 \_\_\_\_\_  
 Date



December 9, 2019

**SAMPLE**

Lease Number: xxxxxx-x

RE: Insurance Coverage Requirements for Equipment Financing Transaction between PNC Equipment Finance, LLC and Lessee

Before funding your transaction, PNC Equipment Finance, LLC requires evidence of appropriate insurance coverage on the equipment described in your transaction documents. Please forward this request to your insurance company, agent or broker as soon as possible and ask for the evidence of insurance to be sent to the address below.

PNC Equipment Finance, LLC will have an insurable interest in the following equipment:

Quantity	Description	Serial No.
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As a condition to entering into the equipment financing transaction, PNC Equipment Finance, LLC requires the following at all times during the term of the transaction:

1. All of the equipment must be insured for its full insurable value on a 100% replacement cost basis or as set forth in the documents.
2. PNC Equipment Finance, LLC must be named as lender loss payee under a property insurance policy insuring all risks to the equipment, including fire, theft, and other customary coverage under an "extended coverage" endorsement, with a deductible not to exceed \$10,000 per occurrence.
3. PNC Equipment Finance, LLC must receive evidence that a comprehensive general liability insurance policy is in place with a minimum coverage of \$1,000,000. PNC Equipment Finance, LLC must be named as an additional insured under the liability policy.
4. Each property insurance policy must contain a lender's loss payable clause, or special endorsement, in which the insurer agrees that any loss will be payable in accordance with the policy terms, notwithstanding any act or negligence of the insured.
5. Each policy must provide for 30 days' written notice to PNCEF prior to any cancellation, non-renewal or amendment of the policy.

The evidence of insurance can consist of a Certificate of Insurance form, Evidence of Insurance form, Memorandum of Insurance, binder for insurance, declarations page, or the actual policy and endorsements, in each case naming PNC Equipment Finance, LLC as follows:

PNC Equipment Finance, LLC, and its successors and assigns, as lender loss payee  
Attn: Insurance Department  
655 Business Center Drive, Suite 250  
Horsham, PA 19044

When completed, the evidence of insurance should be provided to the following address:

PNC Equipment Finance, LLC  
655 Business Center Drive, Suite 250  
Horsham, PA 19044



**Lease # xxxxxxx-x**

Please provide the following information. By providing such information, you will enable us to ensure prompt payment of your vendor and the correct processing of your lease transaction.

Thank you.

**Lessee Information**

Full Business Legal Name:	Federal Tax ID Number:		
Invoices should be directed to:	Attention:		
Address	City:	State:	Zip:

**Preferred Method of Payment: (Please check)**

<input type="checkbox"/> Monthly Invoice (Mail)	
Invoices should be directed to:	Attention:
Address	City:
<input type="checkbox"/> Monthly Invoice (Email)	Email:
Billing Contact:	

**Contact Information**

In order to verify receipt of equipment and review terms and conditions of the lease, please provide contact information for one or more staff that can assist in this process.

Contact 1:	Phone:
Email:	
Contact 2:	Phone:
Email:	

**I hereby attest the above information is accurate.**

<b>Signature</b> X	<b>Date</b>
-----------------------	-------------

Email:



The undersigned hereby irrevocably authorizes and directs **PNC EQUIPMENT FINANCE, LLC** ("PNC EF") and PNC EF's parent company, **PNC BANK, NATIONAL ASSOCIATION** ("PNC Bank"), to initiate debit entries for payments on our lease and loan obligations with PNC EF to our Checking Account indicated below, at the depository financial institution named below, hereinafter called DEPOSITORY, and to debit the same to such account. We acknowledge that the origination of ACH transactions to our account must comply with the provisions of U. S. law. The undersigned acknowledges and agrees that, to the extent there are insufficient funds in any such account to pay the required amounts when due, the undersigned shall immediately pay to PNC EF all sums remaining unpaid. This authorization supplements, and does not limit, PNC EF's rights under the undersigned's lease agreement or loan agreement and other documents evidencing or securing the obligations to PNC EF.

**A. CUSTOMER INFORMATION:**

Customer Name(s)	Customer Number
------------------	-----------------

**B. DEPOSIT ACCOUNT INFORMATION:**

Checking

Savings

Account Number :

Routing / ABA :

Name on Checking / Savings Account:

Bank Name:

Bank Address:

*\*\*Note: If not a PNC bank account, please return a copy of a voided check with this form.*

**I WISH TO RECEIVE MONTHLY INVOICES FOR NOTIFICATION PURPOSES: YES NO**

Each person signing below is authorized to make this request, and PNC EF and PNC Bank are entitled to rely conclusively on the above authorization until this authorization is terminated by PNC EF or the undersigned.

**Customer: SAMPLE**

Signature

X

Print Name

Title

Date

**PNC Equipment Finance, LLC** a Delaware limited liability company (“**PNC**”), is required to collect and remit sales/use tax in the taxing jurisdiction where your equipment will be located. If you select that you are exempt by marking one of the checkboxes below, you must provide a valid exemption certificate. If you do not provide this certificate *prior* to the booking of your transaction, you will be responsible for sales tax on all accrued payments.

- If tax has been remitted up front and financed into your lease payment, your account will not be marked sales tax exempt if you provide an exemption certificate after your transaction has been booked.
- If your tax is remitted on a monthly basis, your lease may be marked sales tax exempt for the remaining payments left to be invoiced if you provide a valid exemption certificate after your transaction has been booked.
- In the event we do not receive a valid sales tax exemption certificate prior to the date your lease commences, you will be charged sales/use tax.

Personal property tax returns will be filed as required by local law. In the event that any tax abatements or special exemptions are available on the equipment you will be leasing from us, please notify us as soon as possible and forward the related documentation to us. This will ensure that your leased equipment will be reported correctly.

**Please indicate below if your lease is subject to tax or whether a valid exemption exists.**

**Sales Tax**

- I agree that my lease is subject to sales/use tax.
- I am exempt from sales/use tax and I have attached a completed exemption certificate to PNC.
- I am claiming a partial exemption from tax. I have attached a completed exemption certificate or other documented proof of this partial exemption.
- I agree that my business is subject to sales/use tax and I have attached a completed resale certificate. This certificate indicates that I will be responsible for collection and remittance of sales/use tax based on the subsequent re-rental of the property.

If applicable to the tax rates in your state, are you outside the city limits or in an unincorporated area?

- Inside city limits       Outside city limits       Unincorporated area

**Property Tax**

- I have a valid abatement or property tax exemption (documentation attached).
- Location:      State \_\_\_\_\_  
   Taxing District \_\_\_\_\_

Additional comments:

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Lease Number XXXXXXXX-X

Lessee: **SAMPLE**

Signature:

X

Print Name:

Title:

Date:

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**PLEASE COMPLETE AND SIGN FORM**

Jackson County, Missouri

AFFIDAVIT

STATE OF TEXAS )  
 ) SS.  
COUNTY OF TARRANT )

DAVID LAU of the City of EULESS  
County of TARRANT State of TEXAS being duly sworn on her or his oath, deposes and says;

1. That I am the CFO (Title of Affiant) of PROFESSIONAL TURF PRODUCTS, LP (Name of Bidder) and have been authorized by said Bidder to make this Affidavit upon my best information and belief, after reasonable inquiry as to the representations herein.

2. No Officer, Agent or Employee of Jackson County, Missouri is financially interested directly or indirectly what Bidder is offering to sell to the County pursuant to this Invitation (though no representation is made regarding potential ownership of publicly traded stock of bidder).

3. If Bidder were awarded any contract, job, work or service for Jackson County, Missouri, no Officer, Agent or Employee of the County would be interested in or receive any benefit from the profit or emolument of such.

4. Either Bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri and is not delinquent in the payment of any taxes due to the County or Bidder did not have on December 31, 2020 any property subject to taxation by the County and if bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri, bidder agrees to permit an audit of its records, if requested by the Jackson County Director of Assessment, as they relate to the assessment of Business Personal Property.

5. Bidder has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response to the Invitation.

6. Bidder certifies and warrants that Bidder or Bidder's firm/organization is not listed on the General Services Administration's Report of Debarred and/or Suspended Parties; or the State of Missouri and City of Kansas City, Missouri Debarment List

7. Bidder certifies and affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

8. Bidder certifies and affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

PROFESSIONAL TURF PRODUCTS, LP  
(Name of Bidder)

By: [Signature] (Signature of Affiant)

CFO (Title of Affiant)

Subscribed and sworn to before me this 17th day of January, 2022

[Signature]

NOTARY PUBLIC in and for the County of TARRANT (SEAL)

State of Texas

My Commission Expires: 4/12/2023

