

THE CORPORATION OF THE TOWNSHIP OF PRINCE

BY-LAW NO. 2002-2

Being a by-law to authorize execution by the Reeve and Administrator of a lease agreement between the municipality and Onset Capital Corporation with respect to a photocopier

THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF PRINCE
HEREBY ENACTS AS FOLLOWS:

1. THAT the Reeve and Administrator be and they are hereby authorized to execute and affix the Corporate Seal to a lease agreement between the municipality and Onset Capital Corporation, which Agreement is attached hereto as Schedule "A".
2. **SCHEDULE "A"**
Schedule "A" forms part of this by-law.

READ THREE TIMES AND PASSED in open Council this 9th day of April, 2002.



Reeve



Administrator

RENTAL AGREEMENT

SCHEDULE "A" TO BY-LAW

This Agreement ("Lease") between ONSET CAPITAL CORPORATION ("Lessor") (G.S.T. Reg. No. 870420247RT / Q.S.T. Reg. No. 1021369221TQ0001) and Customer:

2002-2 ONSET CAPITAL CORPORATION

CUSTOMER INFORMATION

Customer No.

Customer's Full Legal Name (including French version, if any)
THE CORPORATION OF THE TOWNSHIP OF PRINCE
 Customer's Address (Head Office)
3042 Second line, West
 City **Sault Ste Marie** Province **ON** Postal Code **P6A-6K4** Nature of Business **MUNICIPAL OFFICE** No. of Years in Business **102**
 Email Address **rachel@twp.prince.on.ca**
 Phone **(705) 779-2992** Fax **(705) 779-2792**
 Full Contact Name/Title **RACHEL TYCZINSKI ADM.**

LEASE DETAILS

Lease No.

Vendor's Full Legal Name **ALCOMA OFFICE EQUIPMENT** Contact Name **BRIAN WATKINS**
 Vendor's Address **708 JOHN ST SAULT STE. MARIE ON P6A 6L6** Phone **(705) 945 6061** Fax **(705) 945 1389**
 Equipment Location **By State ABOVE**

Quantity	Equipment Description (include model & serial nos. where available; attach & refer to Addendum if necessary)
1	CANON ImageRunner 2200 S/W MPG 19230
1	DADF H1 X02 39358
1	FINISH J1 XEG 47980
1	FAX BOARD

Term (No. of Complete Months)	Payments will be made: IN ADVANCE	No. of Payments	Net Rental Payment	GST/HST	PST	Total Rental Payment
48	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually <input type="checkbox"/> Other	48	\$ 179 ¹³	\$ 12.53	\$ 14.33	\$ 205.99

PRE-AUTHORIZED PAYMENT PLAN (See Section 9)

We hereby authorize Lessor to periodically draw, from the Bank Account noted on the attached void cheque, the Rental and other amounts due under this Agreement.

Authorized Cheque Signatory *[Signature]* Title **TWSP ADMINISTRATOR**
 PLEASE ATTACH AN UNSIGNED SAMPLE CHEQUE

LESSOR

CUSTOMER

This Lease shall not become binding upon Lessor until accepted as follows:	Date of Lessor's Acceptance	THE UNDERSIGNED ACKNOWLEDGES HAVING READ THE ENTIRE LEASE AND ACCEPTS THE TERMS AND CONDITIONS INCLUDING THOSE ON THE REVERSE HEREOF.
Lessor ONSET CAPITAL CORPORATION		Customer's Full Legal Name THE CORPORATION OF THE TOWNSHIP OF PRINCE
By: Authorized Signature	Name/Title	Each of the undersigned affirms that they are duly authorized to execute this Lease on behalf of the Customer.
LEASE COMMENCES	month day year	Authorized Signature: <i>[Signature]</i> Name/Title RACHEL TYCZINSKI
NEXT PAYMENT DUE	month day year	By: Authorized Signature: <i>[Signature]</i> Name/Title ADMINISTRATOR

Any changes must be initialed only by Lease Signatories.

TERMS AND CONDITIONS

1. Consideration of the covenants herein contained, including those on the reverse hereof, and other good and valuable consideration (the receipt of sufficiency of which is acknowledged), Lessor and Customer agree as follows:
 Lease: Lessor hereby leases to Customer, and Customer hereby leases from Lessor, the equipment described in the Lease Details, together with any parts, accessories, replacements, additions and accessories, tangible or intangible, now and hereafter relating thereto or alluded therein collectively the "Equipment". THIS LEASE CANNOT BE CANCELLED OR TERMINATED BY CUSTOMER.
 Purchase Document: If Customer has not issued a purchase order or entered into an agreement with Vendor to purchase the Equipment (a "Purchase Document"), Customer hereby agrees that Lessor may do so on Lessor's own behalf. If Customer has entered into a Purchase Document, Customer represents and warrants that title to the Equipment has not passed to Customer and, at Lessor's option, Customer shall assign to Lessor all rights under the Purchase Document to purchase the Equipment and to acquire any related "lease of software, information and documentation" ("License"). Except for the obligation to pay Vendor for the Equipment (and only if this Lease commences and is accepted by Lessor, Customer shall perform, satisfy and discharge all of the purchaser's obligations under any Purchase Document and License and any assignment by Customer to Lessor pursuant to this Section shall not include such obligations. The provisions of any Purchase Document or License do not modify Lessor's obligations to Lessor hereunder.
 Term: This Lease is for an original term (the "Term") commencing on the Lease Commencement Date to be established by Lessor upon its acceptance of the Lease Contract. Unless sooner terminated by Lessor, the Term will end at the expiry of the number of months indicated under the heading "Term" in the Lease Details.
 4. Acceptance: Upon delivery and acceptance of the Equipment, Customer shall forthwith execute and deliver to Lessor a Delivery and Acceptance Certificate in form prescribed by Lessor unless Lessor, in its sole discretion, waives such execution and delivery by executing this Lease prior to receipt of such certificate and after the delivery of the Equipment.
 5. Equipment Selection: CUSTOMER HAS PERSONALLY SELECTED THE EQUIPMENT AND LESSOR HAS ACQUIRED THE EQUIPMENT. CUSTOMER'S SPECIFIC REQUEST FOR THE PURPOSE OF LEASING IT HEREUNDER, CUSTOMER'S ACKNOWLEDGES THAT THE SUITABILITY OF THE EQUIPMENT AND ITS INSTALLATION AND DELIVERY IS CUSTOMER'S RESPONSIBILITY. THE FAILURE OF THE EQUIPMENT TO BE DELIVERED AT ALL, INSTALLED, TO OPERATE OR TO CONFORM TO CUSTOMER'S REQUIREMENTS SHALL NOT LESSEN CUSTOMER'S OBLIGATIONS HEREUNDER.
 6. Rentals: Customer shall, without notice from or request by Lessor, pay to Lessor during the Term of this Lease the total number of rental payments set forth in the Lease Details. Such rental payments shall be payable in advance to Lessor at the address indicated above (or other address notified by Lessor to Customer) as follows: first rental payment upon Customer's execution hereof and, commencing after the calendar period covered by such first rental payment, subsequent rental payments throughout the Term on: (A) in the case of monthly payments, the first day of the fifteenth day of each month, whichever day is closer to the date the Lease commences; or (B) in the case of payments based on any other calendar period, on the first day of each such calendar period. Any amount paid by Customer to Lessor prior to this Lease commencing which is in excess of such first rental payment shall be credited toward Customer's next rental payment(s) in reverse order of occurrence, without interest. RENTAL PAYMENTS AND ANY OTHER AMOUNTS DUE UNDER THIS LEASE ARE PAYABLE WITHOUT SET-OFF, COMPENSATION OR ABATEMENT AND IN ANY EVENT SHALL THE FIRST RENTAL PAYMENT BE REFUNDED TO CUSTOMER.

See reverse side for additional terms and conditions which are part of this Lease.

DELIVERY AND ACCEPTANCE CERTIFICATE

To: **ONSET CAPITAL CORPORATION ("Lessor")** Dated this 27 day of MARCH 2002
 Re: Lease Document (the "Lease")
 Between the Undersigned ("Customer") and the Lessor.
 Customer's Full Legal Name: **CORPORATION OF THE TOWNSHIP OF THE PRINCE**
 Authorized Signature: *[Signature]*
 Authorized Signature: *[Signature]* Name/Title **ADMINISTRATOR**
 Authorized Signature: _____
 (if corporation) Name/Title (Please Print)