



**AGREEMENT**  
(Pre-fund)

GREATAMERICA FINANCIAL SERVICES CORPORATION  
625 FIRST STREET SE, CEDAR RAPIDS IA 52401  
PO BOX 609, CEDAR RAPIDS IA 52406-0609

AGREEMENT NO.:

**CUSTOMER ("YOU" OR "YOUR")**

FULL LEGAL NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

**VENDOR (VENDOR IS NOT OWNER'S AGENT NOR IS VENDOR AUTHORIZED TO WAIVE OR ALTER ANY TERM OR CONDITION OF THIS AGREEMENT)**

**American Technology Solutions, LLC 3145 E Chandler Blvd Phoenix, AZ 85048**

**FUNDING PRIOR TO COMPLETION OF DELIVERY, INSTALLATION, AND ACCEPTANCE**

By your execution of this agreement ("Agreement"), you hereby request that we pay to your Vendor 75% of the amount of Vendor's invoice(s) to us for the projected cost of the equipment referenced herein ("Equipment") and related installation and implementation charges (the "Advance Funding Amount"), though the Equipment has not yet been delivered, installed, and/or accepted by you. We understand that your arrangement with Vendor requires Vendor to deliver and install the Equipment within a certain amount of time after we pay the Advance Funding Amount to Vendor. You agree to timely make the periodic payments required by this Agreement, notwithstanding that the Equipment has not been delivered and/or installed. Once the Equipment is fully delivered and installed by Vendor and accepted by you, your payment obligations under this Agreement shall become fully fixed and non-cancelable for the entire Agreement term; provided, however, if the Equipment is, for any reason, not fully delivered and installed by Vendor and unconditionally accepted by you within six (6) months after the date we pay the Advance Funding Amount to Vendor (the "Advance Funding Period"), then you shall repay to us, upon our request: (a) the Advance Funding Amount, plus (b) interest on the Advance Funding Amount in an amount equal to one percent (1%) per month from the date we paid the Advance Funding Amount to Vendor, plus (c) any other amounts then currently due and payable under this Agreement, minus (d) a credit equal to the equipment portion of the payments actually paid by you during the Advance Funding Period. Upon our receipt of such amount in full, this Agreement shall terminate and your obligations hereunder will be deemed satisfied. You agree that any issues you may have concerning delivery, installation, implementation, and the quality or fitness of the Equipment and any related services will be resolved exclusively between you and Vendor. Our willingness to pay the Advance Funding Amount to your Vendor is expressly conditioned upon your agreement to the terms of this paragraph, and you agree that our reliance on your promises in this paragraph is reasonable.

**EQUIPMENT AND PAYMENT TERMS**

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES  SEE ATTACHED SCHEDULE

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\_\_\_\_\_

EQUIPMENT LOCATION: \_\_\_\_\_ (\*PLUS TAX)

TERM IN MONTHS: \_\_\_\_\_ MONTHLY PAYMENT AMOUNT\*: \_\_\_\_\_

SECURITY DEPOSIT: \_\_\_\_\_

**CONTRACT**

EXCEPT AS DESCRIBED ABOVE IN "FUNDING PRIOR TO COMPLETION OF DELIVERY, INSTALLATION, AND ACCEPTANCE" THIS AGREEMENT IS NON-CANCELABLE AND IRREVOCABLE AND IT CANNOT BE TERMINATED BY YOU. PLEASE READ CAREFULLY BEFORE SIGNING. THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF IOWA. ANY DISPUTE WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN LINN COUNTY, IOWA. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS AND WAIVE TRANSFER OF VENUE. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL.

**CUSTOMER'S AUTHORIZED SIGNATURE**

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 TWO-PAGE AGREEMENT. THIS AGREEMENT BECOMES BINDING WHEN WE PAY THE ADVANCE FUNDING AMOUNT TO VENDOR.

(As Stated Above) 

<b>X</b>
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\_\_\_\_\_  
CUSTOMER SIGNATURE PRINT NAME & TITLE DATE

**OWNER ("WE", "US", "OUR")**

**GreatAmerica Financial Services Corporation**

\_\_\_\_\_  
OWNER SIGNATURE PRINT NAME & TITLE DATE

**UNCONDITIONAL GUARANTY**

The undersigned, jointly and severally if more than one, unconditionally guarantee(s) that the Customer will timely perform all obligations under the Agreement. The undersigned also waive(s) any notification if the Customer is in default and consent(s) to any extensions or modifications granted to the Customer. In the event of default, the undersigned will immediately pay all sums due under the terms of the Agreement without requiring us to proceed against Customer or any other party or exercise any rights in the Equipment. The undersigned, as to this guaranty, agree(s) to the designated forum and consent(s) to personal jurisdiction, venue, and choice of law as stated in the Agreement, agree(s) to pay all costs and expenses, including attorney fees, incurred by us related to this guaranty and the Agreement, waive(s) a jury trial and transfer of venue, and authorize(s) obtaining credit reports.

SIGNATURE: **X** INDIVIDUAL: \_\_\_\_\_ DATE: \_\_\_\_\_

SIGNATURE: **X** INDIVIDUAL: \_\_\_\_\_ DATE: \_\_\_\_\_

## ADDITIONAL TERMS AND CONDITIONS

**AGREEMENT.** You want us to pay your Vendor for the Equipment and you agree to pay us the amounts payable under the terms of this Agreement each period by the due date. This Agreement will begin on the date the Advance Funding Amount is paid by us to Vendor. We may charge you a reasonable fee to cover documentation and investigation costs. If any amount payable to us is not paid when due, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars (\$26.00); or 2) the highest lawful charge, if less. Any security deposit will be commingled with our assets, will not earn interest, and will be returned at the end of the term, provided you are not in default.

**NET AGREEMENT.** THIS AGREEMENT IS NON-CANCELABLE. UPON YOUR ACCEPTANCE OF THE EQUIPMENT WE WILL PAY VENDOR THE BALANCE OF THE AMOUNT INVOICED FOR THE EQUIPMENT. WE ARE PAYING THE ADVANCE FUNDING AMOUNT, AND WE WILL PAY THE BALANCE OF THE AMOUNT INVOICED FOR THE EQUIPMENT AFTER YOUR ACCEPTANCE THEREOF, BASED ON YOUR UNCONDITIONAL PROMISE TO PAY US UNDER THE TERMS OF THIS AGREEMENT, WITHOUT SET-OFFS FOR ANY REASON, EVEN IF THE EQUIPMENT DOES NOT WORK OR IS DAMAGED, EVEN IF IT IS NOT YOUR FAULT.

**EQUIPMENT USE.** You will keep the Equipment in good working order, use it for business purposes only, not modify or move it from its initial location without our consent, and bear the risk of its non-compliance with applicable laws. You agree that you will not take the Equipment out of service and have a third party pay (or provide funds to pay) the amounts due hereunder. You must resolve any dispute you may have concerning the Equipment with the manufacturer or Vendor. You will comply with all laws, ordinances, regulations, requirements and rules relating to the use and operation of the Equipment.

**VENDOR SERVICES.** Payments under this Agreement may include amounts you owe your Vendor under a separate arrangement (for maintenance, service, supplies, etc.), which amounts may be invoiced by us on your Vendor's behalf for your convenience. You will look solely to your Vendor for performance under any such arrangement or to address any disputes arising thereunder.

**SOFTWARE/DATA.** 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. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.

**NO WARRANTY.** WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU CHOSE THE EQUIPMENT, THE VENDOR AND ANY/ALL SERVICE PROVIDER(S) BASED ON YOUR JUDGMENT. YOU MAY CONTACT YOUR VENDOR FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER OR VENDOR IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.

**ASSIGNMENT.** You may not sell, assign or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement or our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, the assignee will have our rights but will not be subject to any claim, defense, or set-off assertable against us or anyone else.

**LOSS OR DAMAGE.** You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. We are not responsible for, and you will indemnify us against, any claims, losses or damages, including attorney fees, in any way relating to the Equipment. In no event will we be liable for any consequential or indirect damages.

**INSURANCE.** You agree to maintain comprehensive liability insurance acceptable to us. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 3% per annum.

**TAXES.** Following our payment of the invoices provided by Vendor, we will own the Equipment. You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement. Sales or use tax due upfront will be payable over the term with a finance charge.

**END OF TERM.** At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew month to month unless a) you provide us written notice, at least 60 days prior to the End Date, of your intent to return the Equipment, and b) you timely return the Equipment to the location designated by us, at your expense. If the returned Equipment is not immediately available for use by another without need of repair, you will reimburse us for all repair costs. You cannot pay off this Agreement or return the Equipment prior to the End Date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the amount we paid for the Equipment.

**DEFAULT AND REMEDIES.** If you do not pay any sum within 10 days after its due date, or if you breach any other term of this Agreement or any other agreement with us, you will be in default, and we may require that you return the Equipment to us (to the extent the Equipment was delivered to you) at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, both discounted at 4% per annum. We may also use all other legal remedies available to us, including disabling or repossessing the Equipment (to the extent the Equipment was delivered to you). You agree to pay all our costs and expenses, including reasonable attorney fees, incurred in enforcing this Agreement. You also agree to pay interest on all past due amounts, from the due date, at 1.5% per month.

**UCC.** You agree that, following your acceptance of the Equipment, this Agreement is (and/or shall be treated as) a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.

**MISCELLANEOUS.** This Agreement is the entire agreement between you and us and supersedes any prior representations or agreements, including any purchase orders. Amounts payable under this Agreement may include a profit to us. The original of this Agreement shall be that copy which bears your facsimile or original signature, and which bears our original signature. If a court finds any provision of this Agreement unenforceable, the remaining terms of this Agreement shall remain in effect. You authorize us to either insert or correct the Agreement number, serial numbers, model numbers, beginning date, and signature date. All other modifications to the Agreement must be in writing signed by each party.

Agreement No.: \_\_\_\_\_ Initials: \_\_\_\_\_