

Exhibit A

Lease and Maintenance Agreement



Lease Agreement

APPLICATION NO.

AGREEMENT NO.

12163 Prichard Farm Road • Maryland Heights, MO 63043 • Phone: 314.997.6300 • Fax: 314.997.6064

The words "Lessee," "you" and "your" refer to Customer. The words "Lessor," "we," "us" and "our" refer to GFI Digital, Inc.

CUSTOMER INFORMATION

Form with fields for FULL LEGAL NAME, STREET ADDRESS, CITY, STATE, ZIP, PHONE, FAX, BILLING NAME, BILLING STREET ADDRESS, CITY, STATE, ZIP, E-MAIL, and EQUIPMENT LOCATION.

EQUIPMENT DESCRIPTION

Table with columns MAKE/MODEL/ACCESSORIES and SERIAL NO. containing multiple rows for equipment details.

See attached Schedule A

TERM AND PAYMENT INFORMATION

Payments* of \$... If you are exempt from sales tax, attach your certificate. *plus applicable taxes

The payment ("Payment") period is monthly unless otherwise indicated.

END OF TERM OPTIONS

You may choose one of the following options, which you may exercise at the end of the term, provided that no event of default under this Agreement has occurred and is continuing. If no box is checked and initialed, Fair Market Value will be your end of term option. Fair Market Value means the value of the Equipment in continued use.

- Options for equipment purchase: Purchase all of the Equipment for its Fair Market Value, renew this Agreement, or return the Equipment; Purchase all of the Equipment for \$1.00.

Upon acceptance of the Equipment, THIS AGREEMENT IS NONCANCELABLE, IRREVOCABLE AND CANNOT BE TERMINATED.

LESSOR ACCEPTANCE

GFI Digital, Inc.

LESSOR SIGNATURE TITLE DATED

CUSTOMER ACCEPTANCE

BY SIGNING BELOW, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT ON THIS PAGE AND ON PAGES 2-4 ATTACHED HERETO.

CUSTOMER (as referenced above) SIGNATURE TITLE DATED

APPROVED AS TO FORM:

FEDERAL TAX I.D. # CITY COUNSELOR

DELIVERY & ACCEPTANCE CERTIFICATE

You certify and acknowledge that all of the Equipment listed above: 1) has been received, installed and inspected; and 2) is fully operational and unconditionally accepted.

CUSTOMER (as referenced above) SIGNATURE / PRINT NAME TITLE ACCEPTANCE DATE

PRINT NAME

TERMS AND CONDITIONS OF THIS PERFORMANCE BOND APPLY TO LEASE

GFI Digital guarantees your leased copier will perform for the term of your lease and if repairs cannot be made, GFI Digital will replace your equipment with a unit of similar capabilities for the duration of the contract.

GFI Digital will replace your equipment with a unit of similar capabilities for the length of the contract if the machine is down more than 2 business days.

GFI Digital will provide operator training at installation and, at no charge, additional training as needed.

GFI Digital will stock adequate inventories of parts and supplies for your equipment for 7 years.

GFI Digital asks that you as the customer use the equipment within the manufactures specifications, maintain said equipment under full maintenance/supply programs by us, keep your account current, and notify GFI Digital, Inc President, Bruce Gibbs, in writing within 15 days of any violations of the Performance Bond by GFI Digital.

GFI Digital will maintain a 95% uptime during a calendar quarter.

The City may terminate the agreement for cause, based on performance, upon thirty (30) days written notice. Cause will be defined as: fleet uptime less than 95% in a calendar quarter.

Uptime is based on business hours of operation between 8:00 am and 5:00 pm, Monday through Friday, excluding holidays.

GFI Digital will credit your account \$50.00 if our average response time for emergency service calls exceed 4 hours.

The lease rate includes any and all taxes, including property tax.

At the end of the lease term, if the Lessee opts not to purchase the Equipment, Lessor shall be responsible for removing the machines.

APPROVED AS TO FORM:

_____	_____	_____
CUSTOMER (as referenced above)	CITY COUNSELOR	GFI DIGITAL, INC
_____	_____	_____
DATE	DATE	DATE

MAINTENANCE AGREEMENT

Maintenance pricing includes all of the following: (paper is excluded from the contract)

- Pricing is fixed for the term of the contract
- Toner, Drums, On-site Maintenance, Preventative Maintenance, Parts, and Staples.
- All service will provided by GFI Digital manufacturer trained service personnel, 8:00 am to 5:00 pm service, Monday through Friday.
- Unlimited HelpDesk support
- Pre-Scheduled maintenance two times per year, unless otherwise requested in writing by the end user.

ADDENDUMS TO LEASE AGREEMENT:

Insurance. Lessor shall maintain, on a primary basis and at its sole expense, at all times during the life of the Agreement the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as the Lessee's review or acceptance of insurance maintained by Lessor is not intended to, and shall not in any manner limit or qualify the liabilities or obligations assumed by Lessor under the Agreement. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- VIII.

- a. Workers' Compensation & Employers Liability. Lessor shall maintain Workers' Compensation in accordance with Missouri State Statutes or provide evidence of monopolistic state coverage. Employers Liability with the following limits: \$500,000 for each accident, \$500,000 for each disease for each employee, and \$500,000 disease policy limit.
- b. Commercial General Liability. Lessor shall maintain Commercial General Liability at a limit of not less than \$2,000,000 Each Occurrence, \$3,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.
- c. Business Auto Liability. Lessor shall maintain Business Automobile Liability at a limit not less than \$2,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Lessor does not own automobiles, Lessor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
- d. Lessor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Lessor agrees to endorse the Lessee as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- e. The City of Columbia, its elected officials and employees are to be Additional Insured with respect to the project to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least 10 days prior to the Effective Date of the Agreement between the Lessor and the Lessee. Lessor is required to maintain coverages as stated and required to notify the City of a Carrier Change or cancellation within two (2) business days. The City reserves the right to request a copy of the policy.
- f. The Parties hereto understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this Agreement, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to the City, or its elected officials or employees.
- g. The insurance required by the provisions of this article is required in the public interest and the City does not assume any liability for acts of the Lessor and/or their employees and/or their subcontractors in the performance of this Agreement.

Amendment. No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.

Governing Law and Venue. This contract shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this contract document, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.

General Laws. The Parties shall comply with all federal, state, and local laws, rules, regulations, and ordinances.

Employment of Unauthorized Aliens Prohibited. Lessor agrees to comply with Missouri State Statute Section 285.530 in that Lessor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of this contract, Lessor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Lessor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Lessor shall require each subcontractor to affirmatively state in its contract with Lessor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the State of Missouri.

Nature of Lessee's Obligations. All obligations of the Lessee under this Agreement, which require the expenditure of funds, are conditional upon the availability of funds budgeted and appropriated for that purpose. Lessee hereby certifies that the funds are appropriated for the first year of the term and that, in subsequent years, the Lessee will seek sufficient appropriations to pay its obligations hereunder.

No Waiver of Immunities. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.



MAINTENANCE AGREEMENT

BILL TO

SHIP TO

<i>Company</i>	<i>Company</i>
<i>Address</i>	<i>Address</i>
<i>City</i> <i>State</i> <i>Zip</i>	<i>City</i> <i>State</i> <i>Zip</i>
<i>Phone</i> <i>Fax</i>	<i>Phone</i> <i>Fax</i>
<i>Contact</i>	<i>Contact</i>
<i>PO#</i>	<i>Contact for Meter Read</i>

EQUIPMENT:

Model _____ Serial # _____ Equipment ID # _____

PROGRAM TYPE:

Supply Inclusive: Includes parts, labor, drums, toner, staples and developer; does not include paper

CONTRACT TERMS:

Length of Contract _____ Contract Start Date _____ Contract Base Billing Cycle Quarterly

B/W monthly Base Rate _____ # monthly of Copies/Prints _____ B/W Overage _____

Color monthly Base Rate _____ # monthly of Copies/Prints _____ Color Overage _____

Beginning Meter Read _____ Beginning Meter Read Date _____

SPECIAL INSTRUCTIONS * Refer to Sec 9 for Customer Initial

COMPANY NAME

GFI DIGITAL, INC.

COMPANY NAME

AUTHORIZED SIGNATURE DATE

WITNESS DATE

PRINT NAME & TITLE

PRINT NAME & TITLE

APPROVED AS TO FORM:

CITY COUNSELOR

MAINTENANCE AGREEMENT TERMS & CONDITIONS

GFI Digital agrees to provide maintenance service as required at the installation address specified on the equipment contracted. All charges specified are those currently in effect and will remain the same for the duration of the contract (excluding any renewal terms). GFI Digital service calls are limited to normal working hours (Monday through Friday, 8:00 a.m. to 5:00 p.m.).

1. Trained technicians will respond to all service calls within four working hours or less from the time a call is placed.
2. All parts worn or broken through normal use of equipment will be replaced under the maintenance agreement.
3. All labor charges will be covered under the maintenance agreement.
4. All mileage charges will be covered under the maintenance agreement.
5. Loaner equipment will be provided in the event that the equipment covered under the maintenance agreement cannot be repaired on site.
6. Should the equipment covered under the maintenance agreement be traded in for a new model from GFI Digital during the life of this agreement, the unused balance will be pro-rated toward maintenance of the new equipment.
7. Parts and labor for repairs made necessary by accident, negligence, theft, vandalism, lightening, loss of power or current fluctuation, fire, water or other casualty is not covered under this maintenance agreement.
8. Service performed at the specific request of the customer which commences outside normal working hours or extends more than one hour past the close of the normal workday will be charged at published rates for service time and expense, but without charge for parts covered by this agreement. Normal workday is defined as Monday through Friday 8:00am to 5:00pm.

Customer Initial _____

For service as specified on the equipment listed, the undersigned agrees to pay in advance the total amount due as specified to GFI Digital, in accordance with the terms specified. GFI Digital reserves the right to delay service if your account is delinquent.

This Agreement takes effect on the Contract Start Date and continues in effect for the specified period and will remain in force thereafter, with automatic renewal being a term of one year or, until cancelled by either party. Either party may cancel this contract with a 30 day written notice.