



Addendum to Lease Agreement

This Addendum is made part of the Lease Agreement (“Agreement”) by and between Bellevue Board of Education (“Lessee”) and ProSource Leasing, Inc. (“Lessor”) dated _____, 2020. Capitalized terms used but not defined will have the same meaning given to them in the Agreement. In the event of any conflict, inconsistency or incongruity between the provisions of this Addendum and any of the provisions of the Agreement, the provisions of this Addendum shall in all respects govern and control.

Now, therefore, for good and valuable consideration, intending to be legally bound and pursuant to the terms and conditions of the Agreement, it is hereby agreed as follows:

Section 2. Ownership; Payments; Taxes and Fees:

The fourth sentence is deleted in its entirety. “If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or, if less, the maximum charge allowed by law.”

Section 5. Assignment:

The first sentence is deleted and replaced with the following: “YOU SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER, PLEDGE OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent, which will not be unreasonably withheld.”

The third sentence is deleted and replaced with the following: “We may not sell, assign, or transfer this Agreement without prior written consent from you.”

Section 6. Default and Remedies:

The seventh sentence is deleted and replaced with the following: “In the event of any dispute or enforcement of our rights under this Agreement or any related agreement, each party will pay their own attorneys’ fees (including any incurred before or at trial, on appeal or in any other proceeding), and actual court costs.”

Section 8. End of Term:

This section is amended to read as follows: “Unless the purchase option is \$1.00, at the end of the initial term, this Agreement shall renew for successive 30 day renewal term(s) under the same terms hereof, unless you give Prosource thirty (30) days prior written notice before the end of the initial term or any renewal term, to remove the equipment at their expense. Upon timely receipt of notice, Prosource will remove the Equipment within 14 business days of the end of the initial term or any renewal term. You shall continue making Payments and paying all other amounts due until the Equipment is returned. The Equipment will be returned to us in retail re-saleable condition, full working order and complete repair. Prosource will wipe the Hard Drives to DoD 5220.22-M standards to remove confidential data.”

Section 10. Miscellaneous:

The fifth sentence is deleted and replaced with the following: “Whenever our consent is required, we may withhold or condition such consent in our sole discretion, except as otherwise expressly stated herein, but such consent will not be unreasonably withheld.”

Except as expressly provided herein, no other term, condition, provision or covenant of the Agreement is changed, modified, amended or altered, nor are any of Lessor’s or its assigns’ rights or remedies under the Agreement, at law or equity, modified, waived, discharged or forgiven. A facsimile copy of this Addendum containing Customer’s signature may be treated as an original and be admissible in court as evidence of this Addendum.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be duly executed by their authorized representatives as of the date first above written.

Agreed and Accepted:

Bellevue Board of Education

ProSource Leasing, Inc.

Signature

Signature

Print Name

Print Name

Title

Title