

# SQUAXIN ISLAND TRIBE

## RESOLUTION NO. 97 - 16

### OF THE

### SQUAXIN ISLAND TRIBAL COUNCIL

**WHEREAS**, the Squaxin Island Tribal Council is the Governing Body of the Squaxin Island Indian Reservation by authority of the Constitution and By-Laws of the Squaxin Island Tribe, as approved and adopted by the General Body and the Secretary of the Interior on July 8, 1965; **and**

**WHEREAS**, the Squaxin Island Tribal Council has been entrusted with the power and authority to administer funds and/or property within the control of the Tribe, under the Constitution of the Tribe ; **and**

**WHEREAS**, it is in the best interest of the Tribe to lease five (5) Sharp copy machines, provided by Capital Business Machines, from Tokai Financial Services, Inc (TFS) and located in the following Tribal locations :


- 2 machines - Social Services Department
- 1 machine - Treatment Center
- 1 machine - Law Enforcement Department;
- 1 machine - Tribal Health Clinic

**WHEREAS**, it will be necessary for the Tribe to waive its inherent "sovereign immunity" to the extent necessary to make the terms and conditions of the aforementioned and attached lease mutually enforceable by the parties to said lease; and that this partial waiver shall apply only to said terms and conditions of this particular lease.

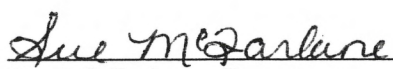
**NOW THEREFORE, BE IT RESOLVED**, that the Squaxin Island Tribal Council does hereby authorize the Executive Director and/ or the Deputy Executive Director to sign any and all documents necessary to this lease..

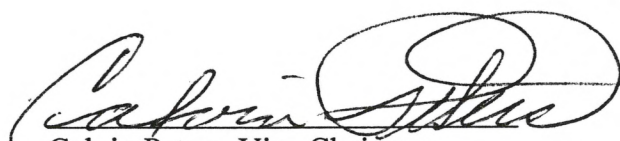
## CERTIFICATION

The Squaxin Island Tribal Council does hereby certify that the foregoing Resolution was adopted at a meeting of the Squaxin Island Tribal Council, held on this 6th day of June, 1997, at which a quorum was present and was passed by a vote of 0 for, and 0 against with 4 abstentions.

  
\_\_\_\_\_  
Dave Whitener, Chairman

Attested by:

  
\_\_\_\_\_  
Sue McFarlane, Secretary

  
\_\_\_\_\_  
Calvin Peters, Vice Chairman



SHARP ELECTRONICS CREDIT COMPANY



Lease Agreement
VOICE: (800) 735-3273
FACSIMILE: (800) 776-2329

Full Legal Name: SQUAXIN ISLAND TRIBE
DBA Name (if Any):
Billing Address: S.E. 70 SQUAXIN LANE SHELTON WA 98584
Phone Number: (360) 426-9781
Fax Number: (360) 426-6577
Send Invoice to Attention of:

Table with 4 columns: Equipment Make, Model, Serial Number, Description. Rows include SHARP 2025 Copier With Feeder Stand Sorter cassette, SHARP 2040 Copier with feeder, duplex, cassette stand 20 bin sorter, SHARP 2014 Copier, SHARP 2025 Copier with Feeder, 20 bin sorter, stand, SHARP 2014 Copier.

Table with 5 columns: Number of Lease Payments, Lease Payment (PLUS), \* Sales Tax (EQUALS), Total Lease Payment. Rows show 48 payments of 671.00 totaling 671.00. Bottom row shows Security Deposit 671.00, First Period Payment 671.00, Total Payment Enclosed 1342.00.

LESSEE SIGNATURE section. Includes agreement text, signature of B. L. THOMPSON, Date 6/13/97, Title DEPUTY EXECUTIVE DIRECTOR, For SQUAXIN ISLAND TRIBE.

TERMS & CONDITIONS

Please read your copy of this Lease carefully and feel free to ask us any questions you may have about it. Words "you" and "your" refer to the "Lessee" and the words "we", "us" and "our" refer to Sharp Electronics Credit Company, a division of Tokai Financial Services, Inc., the "Lessor" of the equipment.

- 1. LEASE: We agree to lease to you and you agree to lease from us, the equipment listed above (and on any attached schedule) including all replacement parts, repairs, additions and accessories ("equipment") on the terms and conditions on the face and reverse side of this Lease and on any attached schedule.
2. TERM: The Lease goes into effect and the term of the Lease begins when it is signed and accepted by us (the "Commencement Date"). The first Lease Payment is due on the date we accept the Lease or any later date designated by us. Subsequent Lease Payments will be due as invoiced by us for successive months until the balance of the Lease Payments and any additional Lease Payments or expenses chargeable to you under this Lease are paid in full. Your obligation to pay the Lease Payments and other Lease obligations is absolute and unconditional and is not subject to cancellation, reduction, setoff or counterclaim. All payments will be made to us at the above address or any other place we indicate in writing. THIS AGREEMENT IS NON-CANCELLABLE.
The amount of each Lease Payment is based on the supplier's best estimate of the equipment cost including (if applicable), any installation, other related costs and estimated sales or use tax. The Lease Payments will be adjusted proportionately upward or downward if the actual total cost of the equipment or taxes is more or less than the estimate. In that event, you authorize us to adjust the Lease Payments by up to fifteen percent (15%). In addition, if we have not accepted the Lease within thirty (30) days of the date you sign the Lease, you authorize us to increase the Lease Payments to increase the implicit rate of the Lease Payments in an amount equal to any increase in the rate of two-year Treasury Notes from the date you sign the Lease until the date we accept the Lease.

(Terms and Conditions continued on the reverse side of this Agreement.)

GUARANTY section. Includes fields for Signature, Date, Print Name, Home Address, Soc. Sec. No., Phone for two guarantors.

ACCEPTANCE section. Includes Signature, Date, Print Name, Title, For SQUAXIN ISLAND TRIBE.

LESSOR section. Includes Lessor Signature, Date, Print Name, Title, For SHARP ELECTRONICS CREDIT COMPANY, Lease Number, Lease Commencement Date, Vendor ID Number.

LEASE SHALL NOT BE BINDING UPON LESSOR OR BECOME EFFECTIVE UNTIL AND UNLESS LESSOR EXECUTES THE LEASE. THIS LEASE IS NOT INTENDED FOR HOME OR PERSONAL USE OR FOR TRANSACTIONS WITH AN EQUIPMENT COST LESS THAN \$1,000 OR GREATER THAN \$50,000.