

LHPLD Director's Report

December Circulation Statistics

Circulation Statistics	Current Month	FY 2026 to date
Items Added to Collection	198	715
Number of Physical Items Circulated	11,762	176,506
Overdrive/Libby Circulation	2,195	6,396
New Patron Registrations In- District	5	334
New Patron Registration Out of District	4	221

December 2025 Programs & Events

Programs	Number Offered Current Month	Participants Current Month	Number Offered FY2026 Total	Participants FY 2026 Total
Preschool	1	13	5	79
Elementary	3	267	16	985
Teen	1	6	3	11
Adult	5	40	11	62
Family	8	277	17	70
Outreach & Engagement	4	97	13	571
TOTALS	22	700	65	1778

December 2025 Technology

Technology Statistics	Current Month	FY 2026 Year to Date
Public Computer Sessions	52	104
WIFI Sessions (unique users)	188	759

Notaries

December 2025

	Completed Current Month	Completed Year to Date
	37	
TOTALS		197

Staff & Volunteers

- The Dungeons and Dragons 101 program was very well attended with over 50 people in attendance. Patrons are very excited to get started. Our first teen program will take place in February. Wee Dungeon Masters for this program. We also plan on holding an adult program in late February. We also had several people ask to volunteer to help be dungeon masters.
- I am now running background checks through the Texas Department
- Sarah Morgan put in her notice. I will not be replacing her. May need to look at a part timer for the summer.

Meetings & Professional Development

Julie Pearson Trainings:

- District Directors Meeting Bee Cave Library 1.30.26
- TSLAC 4-week New Library Director Training 1.22.26
- TLA 3.28.26
- PLA- Lisa

Discussion

- Book Drops and Book Lockers
- Evaluations will officially start in January. Then re-evaluated after 3 months.
- Library Foundation: Can someone reach out to Doug Frazier?
- Elections

Julie Pearson, Library Director

Out of District Library Card Fee Review

Purpose

The purpose of this item is to review current out of district library card fees, provide a regional comparison, and consider proposed adjustments to better align fees with service costs while maintaining access to library resources.

Background

Our Library offers out-of-district library cards to individuals and families who reside outside the Library’s taxing district. These cards provide access to physical materials, in-person services, programs, and digital resources.

Individuals who qualify for a TexShare card from another participating library may use that card to obtain an out-of-district library card for access to the Library’s digital collections and online resources.

Regional Fee Comparison

Library	Individual Fee	Family Fee	Notes
LHPL	\$10	\$20	Annual Fee
Leander Public Library	\$15	\$25	Annual Fee
Cedar Park Library	N/A	\$120	Annual Fee
Austin Public Library	\$149	N/A	Annual Fee
Georgetown Public Library	\$100	\$100	Senior Fee \$80

Current and Proposed Fees

Card Type	Current Fee	Proposed Fee
Senior	Not Offered	\$20
Individual	\$10	\$25
Family	\$20	\$40

Impact and Considerations

The proposed fee structure remains below that of larger neighboring library systems while more closely aligning with regional norms. Introducing a senior rate supports affordability for older adults on fixed incomes. Adjusting these fees promotes fairness for district taxpayers and helps ensure the long-term sustainability of library services while maintaining access for out-of-district patrons.

Proposed Website Wording:

New Cards:

All residents who live within Liberty Hill School District boundaries are invited to receive a Liberty Hill Public Library District card free of charge. (Check the boundary map here using your address: [School District Map](#)) You can apply for a card by visiting us at the library and completing a short application or you can download and fill out an application to bring in.

[Download an Application in English](#)
[Descargue una Aplicación en Español](#)

To provide proof of residency within the District, you will need to bring either:

A valid government-issued photo ID with current address

-or-

A valid government-issued photo ID and a document bearing your name and current address (e.g, utility bill, mortgage, lease, property deed, most recent property tax bill, voter registration card, or vehicle registration or insurance).

Out of District Cards:

Effective March 1, 2026, for patrons who live outside our district boundaries, there will be a \$25 annual fee for individuals, with a senior rate of \$20. The annual fee for a family is \$40.

Senior: 60+

Why are nonresident card fees increasing?

All library operating expenses, including supplies, utilities, salaries, and digital and physical materials, are funded entirely through sales tax revenue generated by purchases made at businesses within Liberty Hill city limits. The library receives 0.25 percent, or one quarter of one cent per dollar spent.

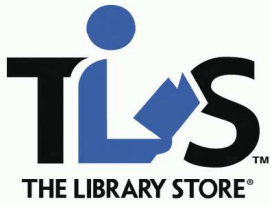
In Texas, the sales tax rate is capped at 8.25 percent. The State of Texas receives 6.25 percent, and up to 2 percent remains for local entities. From that local portion, the library receives one-quarter of one cent. For example, on a 25 dollar purchase, 2.06 dollars in sales tax is collected, and the library receives 6.25 cents.

Nonresident card fees help offset the cost of serving a growing service area and rising operating expenses and remain comparable to fees charged by nearby public libraries.

Lost or Expired Cards:

Don't panic! Cards expire yearly and can be renewed at no charge for those living within the District and for the annual fee for those living outside the District boundaries.

You can renew by calling the library, stopping in for a visit, or by logging in to your account online (before your expiration date). The replacement fee for lost cards is \$1.



112 E. South Street, PO Box 0964
 Tremont, IL 61568-0964
 TEL [800] 548-7204
 FAX [800] 320-7706
 www.thelibrarystore.com

QUOTE: 6092801

Customer Number: 594777

Issue Date: 1/19/2026

Expiration Date: 3/13/2026

Ship To:

Julie Pearson
 Liberty Hill Public Library
 355 Main St
 PO Box 1072
 Liberty Hill, TX 78642-4335

Bill To:

Julie Pearson
 Liberty Hill Public Library
 355 Main St
 PO Box 1072
 Liberty Hill, TX 78642-4335
 julie.pearson@lhpl.org

Qty	Item	Item Description	Retail Price	Your Price	Ext Price
1	83-11783	KINGSLEY 70 C-Series SuperMax Versa DualDrop Return w/2 Carts Color: Sandstone with Black Decal Logo: Square Logo Wording: Book Return	\$14,953.44	\$9,968.94	\$9,968.94

Sub-Total: \$9,968.94
 Tax: \$0.00
 Shipping: \$863.44

**You Saved
 \$4,984.47!**

Quote Total (USD): \$10,832.38

Shipping Information:

Your quote will ship via semi-truck. You will need to have a semi loading dock to be able to unload the items.
 *Please contact us if other services are needed so we can provide a more accurate shipping quote.

Comments:

- Pricing valid for listed items and quantities only
- Shipping charges are subject to change after 30 days
- To ensure you receive your quoted prices, quote number 6092801 must be referenced at the time of purchase
- *Please note: While we will strive to hold pricing where possible, due to current economic conditions, product and shipping costs are changing rapidly and we may be forced to revise your quote prior to expiration.**

Prepared By: Mandy Hays
E-Mail: mandyh@thelibrarystore.com
Phone: 800-548-7204 x7591

The words "User," "Lessee," "you" and "your" refer to **Customer**. The words "Owner," "Lessor," "we," "us" and "our" refer to **Visual Edge IT, Inc.**

CUSTOMER INFORMATION

FULL LEGAL NAME Liberty Hill Public Library			STREET ADDRESS 355 Main St		
CITY LIBERTY HILL	STATE TX	ZIP 78642	PHONE 512-778-6400	E-MAIL julie.pearson@lhpl.org	

EQUIPMENT DESCRIPTION & TERM AND PAYMENT INFORMATION

MAKE, MODEL NO. & INCLUDED ACCESSORIES	PAYMENT PER MACHINE* (IF ITEMIZED)	IMAGE ALLOWANCE PER MACHINE (IF ITEMIZED)		IMAGE OVERRAGES* (IF ITEMIZED)		NOT FINANCED UNDER THIS AGREEMENT
		MONO	COLOR	MONO	COLOR	
1-Kyocera KYTAMZ4001ci		3500	7000	\$0.008	\$0.035	<input type="checkbox"/>
				\$	\$	<input type="checkbox"/>
				\$	\$	<input type="checkbox"/>
				\$	\$	<input type="checkbox"/>
				\$	\$	<input type="checkbox"/>
				\$	\$	<input type="checkbox"/>
				\$	\$	<input type="checkbox"/>
				\$	\$	<input type="checkbox"/>
				\$	\$	<input type="checkbox"/>
				\$	\$	<input type="checkbox"/>
				\$	\$	<input type="checkbox"/>
				\$	\$	<input type="checkbox"/>
				\$	\$	<input type="checkbox"/>
				\$	\$	<input type="checkbox"/>
PAYMENT*: IMAGE ALLOWANCE AND IMAGE OVERRAGES* (IF CONSOLIDATED)	\$			\$	\$	<input type="checkbox"/>

METER FREQUENCY: QUARTERLY (IF NOI CHECKED) EQUIPMENT LOCATION: As stated above
 OTHER: _____

TERM IN MONTHS: 63 TOTAL PAYMENT*: \$725.19 The payment ("Payment") period is monthly unless otherwise indicated.

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


THIS AGREEMENT IS NONCANCELABLE, IRREVOCABLE AND CANNOT BE TERMINATED.

OWNER ACCEPTANCE

Visual Edge IT, Inc. _____
 OWNER SIGNATURE TITLE DATED

CUSTOMER ACCEPTANCE

BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT ON THIS PAGE AND ON PAGE 2 ATTACHED HERETO.

CUSTOMER (as stated above) 
 SIGNATURE TITLE DATED

FEDERAL TAX I.D. # _____ PRINT NAME _____

TERMS AND CONDITIONS (Continued on Page 2)

1. **AGREEMENT:** You agree to rent from us the goods, together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries ("Equipment") and, if applicable, finance certain software, software license(s), software components and/or professional services in connection with software (collectively, the "Financed Items," which are included in the word "Equipment" unless separately stated) from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as described in this Agreement and in any attached schedule, addendum or amendment hereto ("Agreement"). You represent and warrant that you will use the Equipment for business purposes only. You agree to all of the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes all prior agreements, including any purchase order, invoice, request for proposal, response or other related document. This Agreement becomes valid upon execution by us. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law.

2. **OWNERSHIP; PAYMENTS; TAXES AND FEES:** We own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain with Supplier thereof. You will pay all Payments, as adjusted, when due, without notice or demand and without abatement, set-off, counterclaim or deduction of any amount whatsoever. If any part of a Payment is more than 5 days late, you agree to pay a late charge equal to: a) the higher of 10% of the Payment which is late or \$26.00, or b) if less, the maximum charge allowed by law. The Payment may be adjusted proportionately upward or downward: (i) if the shipping charges or taxes differ from the estimate given to you; and/or (ii) to comply with the tax laws of the state in which the Equipment is located. You shall pay all applicable taxes, assessments and penalties related to this Agreement, whether levied or assessed on this Agreement, on us (except on our income) or you, or on the Equipment, its lease, sale, ownership, possession, use or operation. If we pay any taxes or other expenses that are owed hereunder, you agree to reimburse us when we request, which may include a fee for the administrative fee for collecting and administering any taxes, assessments or fees and remittance of the same to the appropriate authorities. You agree to pay us a yearly processing fee of up to \$125 per asset for personal property taxes we pay related to the Equipment. You agree to pay us a fee of up to \$50 for filing and/or searching costs required under the Uniform Commercial Code ("UCC") or other laws. You agree to pay us an origination fee of up to \$150 for all closing costs. We may apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for insufficient funds, you will pay us a service charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. **EQUIPMENT; SECURITY INTEREST:** At your expense, you shall keep the Equipment: (i) in good repair, condition and working order, in compliance with applicable laws, ordinances and manufacturers' and regulatory standards; (ii) free and clear of all liens and claims; and (iii) at your address shown on page 1, and you agree not to move it unless we agree in writing. You grant us a security interest in the Equipment and all proceeds thereof to secure all amounts you owe us under this Agreement or any other agreement with us ("Other Agreements"), except amounts under Other Agreements which are secured by land and/or buildings. You authorize and ratify our filing of any financing statement(s) to show our interest. You will not change your name, state of organization, headquarters or residence without providing prior written notice to us. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. **INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against all risk, with us named as lender's loss payee, in an amount not less than the full replacement value of the Equipment until this Agreement is terminated. You also agree to maintain commercial general liability insurance with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. You will provide written notice to us within 10 days of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you do not provide us with acceptable evidence of property insurance within 30 days after the start of this Agreement, we may, at our sole discretion, do as provided in either (A) or (B) below: (A) We may 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. In addition, you agree to pay us our standard fees in connection with obtaining such insurance. 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 2% per annum. (B) We charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, leasing, manufacture, use, condition, inspection, removal, return or storage of the Equipment. All indemnities will survive the expiration or termination of this Agreement. You are responsible for any loss, theft, destruction or damage to the Equipment ("Loss"), regardless of cause, whether or not insured. You agree to promptly notify us in writing of any Loss. If a Loss occurs and we have not otherwise agreed in writing, you will promptly pay to us the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. Any proceeds of insurance will be paid to us and credited against the Loss. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to a Loss.

5. **ASSIGNMENT: YOU SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER, PLEDGE OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent.** You shall not consolidate or merge with or into any other entity, distribute, sell or dispose of all or any substantial portion of your assets other than in the ordinary course of business, without our prior written consent, and the surviving, or successor entity or the transferee of such assets, as the case may be, shall assume all of your obligations under this Agreement by a written instrument acceptable to us. No event shall occur which causes or results in a transfer of majority ownership of you while any obligations are outstanding hereunder. We may sell, assign, or transfer this Agreement without notice to or consent from you. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. **You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us.** This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. **DEFAULT AND REMEDIES:** You will be in default if: (i) you do not pay any Payment or other sum due to us or you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or fail to perform or pay under any material agreement with any other entity; (ii) you make or have made any false statement or misrepresentation to us; (iii) you or any guarantor dies, dissolves, liquidates, terminates existence or is in bankruptcy; (iv) you or any guarantor suffers a material adverse change in its financial, business or operating condition; or (v) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can cancel this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any remedies available to us under the UCC and any other law and we may require that you immediately stop using any Financed Items. If we take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement and you will be responsible for any deficiency. In the event of any dispute or enforcement of our rights under this Agreement or any related agreement, you agree to pay our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. **WE SHALL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE.** Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. **You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.**

7. **INSPECTIONS AND REPORTS:** We have the right, at any reasonable time, to inspect the Equipment and any documents relating to its installation, use, maintenance and repair. Within 30 days after our request (or such longer period as provided herein), you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains. You authorize us to obtain credit bureau reports for credit and collection purposes and to share them with our affiliates and agents.

8. **END OF TERM:** At the end of the initial term, this Agreement shall renew for successive 12-month renewal term(s) under the same terms hereof unless you send us written notice between 90 and 150 days before the end of the initial term or at least 30 days before the end of any renewal term that you want to return the Equipment, and you timely return the Equipment. You shall continue making Payments and paying all other amounts due after the end of the initial term until the Equipment is returned in accordance with the terms of this Agreement. As long as you have given us the required written notice, you will return all of the Equipment to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. At the end of the term and upon return of the Equipment or upon repossession of the Equipment after a default, you agree to pay us a minimum return fee of \$250, which will cover up to 10 units of returned Equipment and will not be prorated, and in addition, a supplemental return fee of up to \$50 per each unit of returned Equipment in excess of 10 units (collectively, the "Return Fee"). If, in our sole discretion, we allow you to return any Equipment prior to the end of the term, you shall pay us the Return Fee each time you return Equipment. **YOU ARE SOLELY RESPONSIBLE FOR REMOVING ANY DATA THAT MAY RESIDE IN THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO HARD DRIVES, DISK DRIVES OR ANY OTHER FORM OF MEMORY.**

9. **USA PATRIOT ACT NOTICE; ANTI-TERRORISM AND ANTI-CORRUPTION COMPLIANCE:** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity. You and any other person who you control, own a controlling interest in, or who owns a controlling interest in or otherwise controls you in any manner ("Representatives") are and will remain in full compliance with all laws, regulations and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terrorism, and neither you nor any of your Representatives is or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Department of State. You shall, and shall cause any Representative to, provide such information and take such actions as are reasonably requested by us in order to assist us in maintaining compliance with anti-money laundering laws and regulations.

10. **MISCELLANEOUS:** Unless otherwise stated in an addendum hereto, the parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually or electronically signed signature and is held or controlled by us; and (iii) to the extent this Agreement constitutes chattel paper (as defined by the UCC), a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you or we executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually and to send to us the manually signed, duly executed documents via overnight courier on the same day that you send us the facsimile, scanned or electronic transmission of the documents. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. Whenever our consent is required, we may withhold or condition such consent in our sole discretion, except as otherwise expressly stated herein. From time to time, Supplier may extend to us payment terms for Equipment financed under this Agreement that are more favorable than what has been quoted to you or the general public, and we may provide Supplier information regarding this Agreement if Supplier has assigned or referred it to us. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications, including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system, from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider. You authorize us to make non-material amendments (including completing and conforming the description of the Equipment) on any document in connection with this Agreement. Unless stated otherwise herein, all other modifications to this Agreement must be in writing and signed by each party or in a duly authenticated electronic record. This Agreement may not be modified by course of performance.

11. **WARRANTY DISCLAIMERS: WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS." YOU HAVE SELECTED SUPPLIER AND THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. IN THE EVENT WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE DOES NOT TAKE RESPONSIBILITIES FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, INFRINGEMENT OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS. SO LONG AS YOU ARE NOT IN DEFAULT UNDER THIS AGREEMENT, WE ASSIGN TO YOU ANY WARRANTIES IN THE EQUIPMENT GIVEN TO US.**

12. **LAW; JURY WAIVER:** This Agreement will be governed by and construed in accordance with the law of the principal place of business of Lessor or, if assigned, its assignee. You consent to jurisdiction and venue of any state or federal court in the state of Lessor or, if assigned, its assignee has its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **BOTH PARTIES WAIVE ALL RIGHTS TO A TRIAL BY JURY.**

13. **MAINTENANCE AND SUPPLIES:** You have elected to enter into a separate arrangement with Supplier for maintenance by Supplier during normal business hours (8:00am – 5:00pm, Monday through Friday, exclusive of holidays), inspection, adjustment, parts replacement, drums, cleaning material required for proper operation and toner and developer ("Arrangement"). Paper, staples and any excess toner outside of manufacturer yields must be separately purchased by you. Supplier's obligations under the Arrangement do not include: (i) service or replacement parts required due to accident, negligence, misuse, fire, water, or act of God, specification changes, or changes in the user's power supply including power surges; (ii) service or replacement parts required after refusal to have parts installed at the time of the Supplier's recommendation; (iii) additional training after the installation of the Equipment; (iv) supplies used and images registered during the service process; (v) cassettes or trays; (vi) non OEM attachments; and (vii) the use of supplies (i.e. paper, toner, etc.) that are incompatible with the Equipment. If Supplier cannot repair the machine on your premises, a loaner machine will be provided at no additional charge until repairs can be completed. Standard meter rates and allowances do apply. You agree to pay all amounts owing under this Agreement regardless of any claim you have against Supplier relating to the Arrangement. Supplier will be solely responsible for performing all services and providing all supplies under the Arrangement. You agree not to hold Owner (if different from Supplier) or any assignee of this Agreement responsible for Supplier's obligations under the Arrangement. As a convenience to you, we will provide you with an invoice covering amounts owing under this Agreement and the Arrangement. If necessary, Supplier's obligations to you under the Arrangement may be assigned by us. You agree to pay a monthly supply freight fee to cover the costs of shipping supplies to you. Each month, you are entitled to produce the minimum number of images shown on page 1 for each applicable image type. Regardless of the number of images made, you will never pay less than the minimum Payment. You agree to provide periodic meter readings on the Equipment. If meter readings are not received, Supplier reserves the right to estimate readings based on your past usage. Estimated invoices are due and payable upon receipt. You agree to pay the applicable overage charge for each metered image that exceeds the applicable minimum number of images. Images made on equipment marked as not financed under this Agreement will be included in determining your image and overage charges. Supplier may invoice you separately for the overage charges. At the end of the first year of this Agreement, and once each successive 12-month period thereafter, the maintenance and supplies portion of the Payment and the overage charges may be increased by a maximum of 15% of the existing payment or charge. In order to facilitate an orderly transition, the start date of this Agreement will be the date the Equipment is delivered to you or a date designated by us, as shown on the first invoice. If a later start date is designated, in addition to all Payments and other amounts due hereunder, you agree to pay us a transitional payment equal to 1/30th of the Payment, multiplied by the number of days between the date the Equipment is delivered to you and the designated start date. The first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month.

14. **POSTAGE DEVICES:** Postage measurement devices referenced herein which are subject to a rental agreement between you and an authorized manufacturer ("Postage Manufacturer"), are not part of the Equipment and your use and the ownership of such devices will be governed exclusively by your rental agreement with the Postage Manufacturer. You will need to reference your rental agreement with the Postage Manufacturer for the term of, and your rights and obligations under, the rental agreement. For your convenience, payments under this Agreement may include the rental amounts you owe the Postage Manufacturer under the rental agreement.

NON-APPROPRIATION ADDENDUM

This is an addendum (“Addendum”) to and part of that certain agreement between Visual Edge IT, Inc. (“we”, “us”, “our”) and Liberty Hill Public Library (“Governmental Entity”, “you”, “your”), which agreement is identified in our records as agreement number 3219646 (“Agreement”). All capitalized terms used in this Addendum which are not defined herein shall have the meanings given to such terms in the Agreement.

APPLICABLE TO GOVERNMENTAL ENTITIES ONLY

You hereby represent and warrant to us that as of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on your behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against you have been followed; (c) the Equipment will be operated and controlled by you and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted, and unencumbered appropriation; (e) you intend to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) your obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of your tax or general revenues; and (h) you will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns. If funds are not appropriated to pay amounts due under the Agreement for any future fiscal period, you shall have the right to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available, without penalty or additional expense to you (other than the expense of returning the Equipment to the location designated by us), provided that at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, your Chief Executive Officer (or Legal Counsel) delivers to us a certificate (or opinion) certifying that (a) you are a state or a fully constituted political subdivision or agency of the state in which you are located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by you; and (d) you have exhausted all funds legally available for the payment of amounts due under the Agreement. You agree that this paragraph shall only apply if, and to the extent that, state law precludes you from entering into the Agreement if the Agreement constitutes a multi-year unconditional payment obligation.

The undersigned, as a representative of the Governmental Entity, agrees that this Addendum is made a part of the Agreement.

GOVERNMENTAL ENTITY’S AUTHORIZED SIGNATURE			
(As Stated Above)	X		
	SIGNATURE	PRINT NAME & TITLE	DATE
OUR SIGNATURE			
Visual Edge IT, Inc.			
	SIGNATURE	PRINT NAME & TITLE	DATE



DCA/MONITORING

Company Name: Liberty Hill Public Library District

We utilize a data collection agent (DCA) in order to ship supplies proactively, obtain meter readings for accurate billing, and determine supply usage rates. The DCA software shall be installed by the Customer on either an onsite server or a desktop PC on the same network as the printers.

If a device(s) fails to report, we will notify the Customer of the need for resolution. It shall be the responsibility of the Customer to work with us to restore reporting on said device(s). If no response is received within 60 days, devices will be unable to be monitored until connection is reestablished.

Monitored Status

I, _____, have the authority and **DO ACCEPT** the DCA installation for the above-named customer.

Would you like automatic toner replenishment and meter readings? Yes No

Non-Monitored Status

I, _____, **Decline** the DCA installation. I understand that by denying the installation I am agreeing to the following:

- Supply levels will not be monitored therefore supplies will NOT be shipped proactively.
- Supply orders will need to be placed manually via email (supplies@visualedgeit.com) or through the Smart Center app on the device (if applicable).
- When requested and when available, fees incurred for overnight shipping will be charged to the Customer.
- Meters will need to be manually provided to VEIT monthly via email (meters@visualedgeit.com). If meters are not provided VEIT reserves the right to estimate readings based based on your past usage. Estimated invoices are due payable upon receipt.
- A \$20.00 monthly admin fee PER DEVICE will be assessed on your monthly statement.

Date: 1/20/2026

Authorized Customer Signature: _____

Primary Contact * for DCA: _____

Primary Contact Email: _____ Phone # _____

**If the Customer contact person should change during the contract, it is the responsibility of the Customer to notify us and update critical contact information.*

Texas Sales and Use Tax Exemption Certification

This certificate does not require a number to be valid.

Name of purchaser, firm or agency	
Address (Street & number, P.O. Box or Route number)	Phone (Area code and number)
City, State, ZIP code	

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: _____


Street address: _____ City, State, ZIP code: _____

Description of items to be purchased or on the attached order or invoice:

Purchaser claims this exemption for the following reason:

I understand that I will be liable for payment of all state and local sales or use taxes which may become due for failure to comply with the provisions of the Tax Code and/or all applicable law.

I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

	Purchaser	Title	Date

NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.

THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.

Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

This certificate should be furnished to the supplier. Do **not** send the completed certificate to the Comptroller of Public Accounts.