

## **DELIVERY AND ACCEPTANCE CERTIFICATE**

**TO: LEAF PROGRAM ADMINISTRATOR C/O STATE PURCHASING**

**RE: INSTALLMENT PURCHASE AGREEMENT - PURCHASE ORDER NUMBER, (EQUIPMENT VENDOR)**

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In connection with the above referenced Installment Purchase Agreement and Purchase Order, we are pleased to confirm that:

1. All of the equipment has been delivered to and received by the undersigned; that all installation or other work necessary prior to the use thereof has been completed; that said equipment has been examined and/or tested and is in good operating order and condition and is in all respects satisfactory to the undersigned and complies with all terms of the Installment Purchase Agreement. You are hereby authorized to pay for the equipment in accordance with the terms of the purchase order for the same, which has already been sent to you.

2. In the future, in the event the equipment fails to perform as expected or represented, the using agency will continue to honor the Installment Purchase Agreement in all respects and continue to make monthly installment payments and any other payment under the terms of said Installment Purchase Agreement. Using Agency will look solely to the seller, distributor, manufacturer, or any other party, other than the LEAF Program, for recourse.

3. Using Agency acknowledges that the LEAF Program is not the distributor, manufacturer nor seller of the equipment and has no control, knowledge or familiarity with the condition, capacity functioning or other characteristics of the equipment.

4. There will be no abatement or reduction of the periodic payments made by the Using Agency except as expressly provided in the Installment Purchase Agreement. It is the intention of the parties that the periodic payments be made in all events unless the obligations to pay such amounts are terminated as provided for in the Agreement.

5. The Using Agency shall maintain adequate property and casualty insurance on the property during the term of this agreement in an amount adequate to protect the LEAF Program, which amount shall be at least the current balance of the total amount financed. The Using Agency shall obtain such insurance through the insurance program administered by the Office of Risk Management

**Delivery and Acceptance (continued):**

This certificate supplements, but does not alter, construe or amend the terms of the Installment Purchase Agreement between the LEAF Program and Using Agency.

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USING AGENCY

\_\_\_\_\_  
WITNESS

BY: \_\_\_\_\_

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
DATE

**Description of Equipment**

**Equipment Serial Number**