



**ADDENDUM TO LEASE, RENTAL, OR OTHER FINANCE AGREEMENT**

Please fax completed and signed Addendum to 1-866-329-8795

Questions or need assistance? Call 1-866-550-8795

**LESSEE/CUSTOMER NAME:** Emeryville, City of

**AGREEMENT NUMBER:** \_\_\_\_\_

**LESSEE/CUSTOMER ADDRESS:** 1333 Park Avenue Emeryville, CA 94608

This Addendum supplements the provisions of the \_\_\_\_\_ Agreement identified above ("Agreement"). You and We make this Addendum an integral part of the Agreement. Capitalized terms used in this Addendum that are not defined will have the meanings specified in the Agreement. If there is any conflict between the Agreement and this Addendum, then this Addendum will control and prevail.

1. **Funding Intent.** You reasonably believe that sufficient funds can be obtained to make all Lease or Rental Payments and other payments during the term of this Agreement. You affirm that funds to pay Lease or Rental Payments and other payments under this Agreement are available for Your current fiscal year. You and We agree that Your obligation to make Lease or Rental Payments under this Agreement will be Your current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in this Agreement will be interpreted as a pledge of Your general tax revenues, funds or moneys.
2. **Use of Equipment.** The Equipment will be operated and controlled by You and will be used for essential government purposes and will be essential for the term of this Agreement.
3. **Signatures.** You warrant You have taken the necessary steps; including any legal bid requirements under applicable law to arrange for acquisition of the Equipment; the approval and execution has been in accordance with all applicable open meeting laws; and that a resolution of Your governing body authorizing execution of the Agreement has been duly adopted and remains in full force and effect.
4. **Non-Appropriation of Funds.** If sufficient funds are not appropriated and budgeted by Your governing body in any fiscal year for Lease or Rental Payments or other payments due under this Agreement, this Agreement will terminate as of the last day of Your fiscal year for which funds for Lease or Rental Payments are available. You will give Us written notice within fifteen (15) days of the occurrence of such non-appropriation. Such termination is without any expense or penalty, except for the portions of the Lease or Rental Payments and those expenses associated with Your return of the Equipment in accordance with Section 3 of this Agreement for which funds have been budgeted and appropriated or are otherwise legally available. You agree that, to the extent permitted by law, (x) You will not terminate this Agreement if any funds are appropriated by You or to You for the acquisition or use of equipment or services performing similar functions to the Equipment during Your fiscal year in which such termination would occur and (y) You will not spend or commit funds for the acquisition or use of equipment or services performing functions similar to the Equipment until the fiscal year following the fiscal year for which funds were first not available for the Lease or Rental Payments.

**All other terms and conditions of the Agreement shall remain in full force and effect.**

<b>TIAA COMMERCIAL FINANCE, INC.</b>	Emeryville, City of
Lessor/Owner	Lessee/Customer
<b>X</b>	<b>X</b>
Authorized Signature	Authorized Signature
Print Name & Title	Print Name & Title
Date	Date

Approved As To Form

*Michael Quinn*  
City Attorney's Office

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