



EQUIPMENT MAINTENANCE AGREEMENT (All Supplies Included)

Effective Date _____
Renews Annually

This Equipment Maintenance Agreement is entered into by and between CDS Office Technologies and _____

CUSTOMER INFORMATION

Customer Name Vermilion County Contact Nikki Bogart
 Billing Address 6 N Vermilion City Danville State IL Zip 61832
 Contact Email nbogart@vercounty.org Telephone/Fax Number 217-554-8004

EQUIPMENT INFORMATION

MAKE/MODEL	SERIAL #	INITIAL METER	EQUIPMENT LOCATION
see attached	see attached		see attached
		Group 1	includes 60,000 clicks per month @ \$.0062 = \$372
		Group 2	includes 50,000 clicks per month @ \$.0055 = \$275
		Group 3	includes 25,000 clicks per month @ \$.005 = \$125
			Total \$772 per month
			Overages invoiced annually

MAINTENANCE SERVICE PLAN RATES

Payment Terms: Net 10 Days

- Plan 1 Full Service Maintenance: B & W Copiers and MFP Units.** Per Machine this agreement covers all parts, labor, supplies, except paper and staples. The plan is based on a rate of \$ 722 /Month and includes see above copies/month. Usage over see above copies/ Year will be billed at \$ see above /copy.
- Plan 2 Color MFP and Copier Service Program.** Per Machine this agreement covers all parts, labor and supplies, except staples and paper. The plan is based on a rate of \$ _____ / Year and includes _____ black copies/ and/or _____ color copies/ Year. Black copies/prints are billed at \$ _____ /copy. Color copies/prints are billed at \$ _____ /copy.
- Plan 3 Annual Fax/Printer/Panaboard/Scanner Contracts.** Annual Agreement Rate _____.
- Plan 4 Scan Program.** This plan agreement covers scans at \$.0025.

NOTES:

ALL CONTRACTS ARE SUBJECT TO A FUEL SURCHARGE. SHIPPING AND HANDLING CHARGES FOR SUPPLIES ARE BILLED SEPARATELY. THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF AND ANY SCHEDULE(S) ARE A PART OF THIS AGREEMENT AND CUSTOMER ACKNOWLEDGES THAT IT HAS READ THE SAME. When this Agreement is signed by Customer and CDS, it shall constitute a binding agreement between Customer and CDS, subject to credit approval.

ACCEPTANCES

CDS Office Technologies
Debbie Sporkling 1-15-14
 Authorized CDS Signature Date

 CDS Corporate Officer Date

Customer
Larry Wernard 1-7-14
 By Date
County Board Chairman
 Title P.O. Number

Terms and Conditions

1. **GENERAL.** Pursuant to the terms and conditions of this agreement, CDS OFFICE TECHNOLOGIES agrees to provide Maintenance Services to Customer as described on the face of this agreement and as necessitated by the normal use of the Equipment. CDS OFFICE TECHNOLOGIES will provide Customer with the parts, supplies and consumables indicated on the face of this Agreement. If CDS OFFICE TECHNOLOGIES is not required to provide parts, supplies or consumables to Customer pursuant to this Agreement, Customer shall be responsible for maintaining an adequate inventory of parts, supplies and consumables, which meet manufacturer's specifications. CDS OFFICE TECHNOLOGIES will not be obligated to provide Maintenance Services if the Equipment and/or its parts and accessories (e.g. drum) are damaged by (a) abuse, misuse or negligent acts, (b) failures of Customer Provided hardware and software, (c) power surges or failures, (d) an operating environment not in conformance with the manufacturer's specifications for electrical power, air quality, humidity or temperature, (e) events other than normal wear and tear, (f) acts of God or natural disasters, (g) water, (h) spillage of liquids, (i) foreign objects such as paper clips, tools and jewelry, (j) the use of unauthorized parts, supplies, components or consumables, or (k) personal not authorized by CDS OFFICE TECHNOLOGIES. If CDS OFFICE TECHNOLOGIES elects to provide Maintenance Services to correct such damage, Customer shall be invoiced at CDS OFFICE TECHNOLOGIES's then current rates. Customer is obligated to inform CDS OFFICE TECHNOLOGIES when preventive maintenance is due. Repeated failure to notify CDS OFFICE TECHNOLOGIES when preventive maintenance is due may result in damage to the Equipment and additional charges.
2. **RE-INSTALLATION.** The parties agree that the Equipment is subject to an inspection prior to the commencement of this Agreement. The parties further agree that the EQUIPMENT IS TO BE IN GOOD WORKING CONDITION PRIOR TO THE COMMENCEMENT OF THIS AGREEMENT. If the Equipment is not in good working condition, CDS OFFICE TECHNOLOGIES shall have the right to either terminate the Agreement effective immediately or charge Customer for the labor, parts and other items necessary to get the Equipment in good working condition.
3. **FEES.** The fees for Maintenance Service under this Agreement shall be the amount set forth on the face of this Agreement. If payment terms are not set forth on the face of this Agreement, Customer shall pay maintenance charges in accordance with the payment terms set forth on the applicable invoice. If the Number of Copies per Invoice Cycle set forth on the face of this Agreement is exceeded, Customer shall be obligated to pay for all copies in excess of the Number of Copies per Invoice Cycle at a rate equal to the Excess-Copy Charge set forth on the face of this Agreement. All fees charged by CDS OFFICE TECHNOLOGIES pursuant to this Agreement are exclusive of all taxes, duties and similar fees now in force or enacted in the future ("Taxes"). If CDS OFFICE TECHNOLOGIES is required to pay any Taxes in connection with this agreement, other than Taxes based on CDS OFFICE TECHNOLOGIES's net income, such Taxes will be invoiced to and paid by Customer. All orders for supplies are subject to a delivery surcharge. Emergency supply orders may be subject to an additional charge. All payments are non-refundable. All contracts are subject to a fuel surcharge.
4. **SERVICE CALLS.** Service calls to perform Maintenance Services shall be made during CDS OFFICE TECHNOLOGIES's normal business hours for the provision of maintenance services at the Equipment location set forth on the face of this Agreement. Travel and labor time for service call's after CDS OFFICE TECHNOLOGIES's normal business hours for the provision of maintenance services shall be charged at overtime rates in effect at the time of the service call. When in its sole discretion, CDS OFFICE TECHNOLOGIES determines that an in-house (shop) reconditioning of the Equipment is necessary, CDS OFFICE TECHNOLOGIES shall submit to Customer an estimate of the needed repairs and the costs thereof. Such costs shall be in addition to the charges payable under this agreement. If the Customer does not authorize such reconditioning, CDS OFFICE TECHNOLOGIES may immediately terminate this Agreement upon written notice to Customer.
5. **TRAINING.** CDS OFFICE TECHNOLOGIES shall provide Customer with key operator training regarding the use and care of the Equipment. Customer shall ensure that all individuals using the Equipment are properly trained to use the Equipment. Customer shall be charged for any service call or damage to the Equipment resulting for misuse of the Equipment by untrained individuals.
6. **RELOCATION.** CDS OFFICE TECHNOLOGIES shall provide Maintenance Services for the Equipment at the location on the face of this Agreement. If Customer relocates the Equipment within CDS OFFICE TECHNOLOGIES's service area and desires to continue Maintenance Service, the Customer shall be subject to additional charges based upon the distance to Customer's new location and labor charges. If Customer relocates the Equipment outside of CDS OFFICE TECHNOLOGIES's service area, CDS OFFICE TECHNOLOGIES shall have the right to immediately terminate this Agreement upon written notice to Customer. Customer shall be responsible for any relocation and/or re-installation charges for the Equipment at its new location.
7. **CUSTOMER OBLIGATIONS.** Customer agrees to provide a suitable place for use of the Equipment (including suitable electric service) as specified by the manufacturer. Customer will provide adequate facilities for use by the maintenance personnel in connection with the provision of the Maintenance Services. These facilities will be within a reasonable distance of the Equipment to be serviced and will not be provided at any charge. Customer will provide a key operator for the Equipment for each shift of operation and make available operators for instruction in use and care of Equipment. Customer agrees to pre-order needed supplies & allow 3-5 business days for order processing & delivery. Customer will be charged a shipping & handling charge for each order placed. The per impression charge and overage per impression charge are based upon an 812" by 11" letter size impression with an average 5% image fill, or its equivalent. If CDS personnel determine that Customer has used 15% more consumable supplies than normal (as determined by the manufacturer's specifications) to produce copies or prints, customer agrees to pay CDS an amount from time to time which may offset such usage. Customer also agrees that supplies consumed in the course of service performed by CDS OFFICE TECHNOLOGIES personnel are non-recoverable & replenishment of such supplies is the sole responsibility of the customer. Customer agrees to provide CDS OFFICE TECHNOLOGIES with meter readings as needed and to accept estimated meter readings based on service history for billing purposes. Customer agrees to pay at published rates for support required for printer applications or network service, not covered by this agreement. Customer also agrees to pay an additional .0025 cents per scan when the number of scans exceeds monthly clicks.
8. **TERM AND TERMINATION.** This agreement shall become effective (the "Effective Date") upon its acceptance by CDS OFFICE TECHNOLOGIES, credit approval by CDS OFFICE TECHNOLOGIES and Customer's payment of all applicable charges and fees. This Agreement will automatically be renewed each year at the prevailing CDS rates & conditions in effect at the time of renewal unless cancelled in writing on thirty (30) days written notice. Either party may terminate this Agreement at anytime upon thirty (30) days written notice to the other party. Customer's payment obligations hereunder shall survive the expiration and/or termination of this Agreement.
9. **BREACH OR DEFAULT**
 - (a) If Customer does not pay all charges for Maintenance Services as provided hereunder, promptly when due: (i) CDS OFFICE TECHNOLOGIES may (A) refuse to service the Equipment, (B) furnish service on a "Per Call" basis, and/or (C) immediately terminate this Agreement upon written notice to Customer, and (ii) Customer agrees to pay all costs and expenses of collection, including, without limitation, applicable legal fees.
 - (b) If customer uses parts or supplies which are defective or not acceptable for the use in the Equipment, and cause abnormally frequent service calls or service problems or damage to the Equipment, then CDS OFFICE TECHNOLOGIES may, at its option, (i) charge Customer at its then current rates for such service and/or damage or (ii) immediately terminate this Agreement upon written notice to Customer. It is a condition of this Agreement, however, that the customer use only manufacturer approved parts or supplies.
 - (c) Customer declaring any form of bankruptcy will immediately terminate this contract.
10. **NO WARRANTY AND LIMITATION OF LIABILITY.**
 - (a) CDS OFFICE TECHNOLOGIES makes no warranty whatsoever with respect to the Maintenance Services, parts, supplies and consumables supplied hereunder and **DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR USE OF FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.** This warranty allocates the risks of loss occasioned by failure of parts, supplies or consumables or failure in Maintenance Services between CDS OFFICE TECHNOLOGIES and Customer, as authorized by the Uniform Commercial Code and other applicable law.
 - (b) **CDS OFFICE TECHNOLOGIES SHALL NOT IN ANY CASE BE LIABLE FOR SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OR IN CONNECTION WITH THIS AGREEMENT OR ARISING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OR ANY OTHER LEGAL THEORY.** Such damages include, but are not limited to, loss of profits or revenue, loss of use of the Equipment or any associated equipment, cost of capital, cost of any substitute equipment, facilities or services, downtime costs or claims of customers of Customer for such damages.
11. **ASSIGNMENT.** Customer shall not assign this Agreement without the prior written consent of CDS OFFICE TECHNOLOGIES. Any attempt by Customer to assign or transfer any of the rights, duties or obligations hereunder shall be null and void.
12. **MISCELLANEOUS.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to its body of law relating to its conflicts of law. Customer shall not participate in the transfer by any means of any commodity or technical data acquired from CDS OFFICE TECHNOLOGIES in violation of U.S. export laws. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements, written or oral, regarding such subject matter. This Agreement may not be modified except in a writing signed by duly authorized representatives of CDS OFFICE TECHNOLOGIES and Customer. In the event that any purchase order, acceptance or other purchasing form or document is used in connection with the purchase of maintenance pursuant to the provisions of this Agreement then, notwithstanding any provisions therein contained to the contrary, the terms of all such documents shall be governed by the provisions of this agreement, and any terms thereof which are inconsistent with, different from or in addition to the provisions of this agreement, shall be null and void and shall have no force or effect whatsoever. The headings and titles of this Agreement are inserted only for convenience and shall not affect the interpretation or construction of any provisions hereunder. Once signed, any reproduction of this Agreement made by reliable means (e.g., photocopy, facsimile) is considered an original. Customer specifically agrees that NO OTHER representation, constitutions, or warranties other than those set forth specifically in writing herein have been made. Contract changes are not valid until approved by CDS Office Technologies senior management (President or Vice President) and confirmed in writing back to the customer.

Authorized CDS Signature Larry Weiland Date _____

Customer Signature Debby Spauling Date 1-15-14