

Electronic Office Products Inc.

3258 South Broadway * Saratoga Springs, NY 12866

(518) 587-8600 / Fax 587-4556

www.eopcopiers.com

Maintenance Agreement

Customer Name: City of Saratoga Springs, Recreation Center

Installation Address: 15 Vanderbilt Ave. Saratoga Springs NY 12866
(Street) (City) (State) (Zip)

Billing Address: 15 Vanderbilt Ave. Saratoga Springs NY 12866
(Street) (City) (State) (Zip)

Terms and Conditions Applicable to Electronic Office Products, Inc. Maintenance Agreement

Maintenance Agreement Commencement Date: December 15, 2021 – December 15, 2022

The commencement date for this agreement shall be in accordance with the conditions noted below:

- New Equipment* Installation.
 Renewal of Existing Maintenance Agreement.
 Conversion from Non-Maintenance Agreement. Inspection Required
 Conversion from a Rental - Rental/Purchase Conversion Date.

Start Meter reading at the commencement of this agreement: TBD

All meter readings are in accordance of Electronic Office Products Records

Equipment Description

<u>Equipment Make / Model</u>	<u>Serial Number</u>	<u>Monthly Charge</u>
<u>Toshiba es-5560c</u>	<u>CSJD14542</u>	<u>B/W \$.0072 per copy</u>
		<u>Color \$.05 per copy</u>

INCLUDES / EXCLUDES

Includes: Labor Parts Toner Drums Developer Staples Other n/a

Excludes: Labor Parts Toner Drums Developer Staples Other Abuse/Paper

Also excludes computer issues other than with print controller if applicable.

(Please Review attached pages for additional Terms and Conditions Volumes and Charges to be reviewed annually)

The Maintenance Agreement charges and volumes will be reviewed on an annual basis and invoiced at prevailing rates.

Customer Acceptance:

Electronic Office Products, Inc. Acceptance:

Name: _____

Name: Collette Alonzo

Title: _____

Title: President

Signature: _____

Signature: _____

Date: _____ P.O.#: _____

If you have any questions please call 587-8600.

Electronic Office Products Inc.
Maintenance Agreement Renewal Form

CUSTOMER: City of Saratoga Springs – Rec. Ctr. 5 Vanderbilt Ave., Saratoga Sprgs, NY 12866

Commencement Dates: 12/15/21 – 12/15/22

<u>Equipment / Model</u>	<u>Serial Number</u>	<u>Contract Terms & Conditions</u>
<u>Toshiba es-5560CT</u>	<u>#CSJD14542</u>	<u>b/w \$.0072 per copy, color \$.05 per copy</u>

Electronic Office Products, Inc. agrees to provide and the Customer agrees to accept maintenance service on the equipment listed, at the charges indicated on page one, in accordance with the following terms and conditions.

1. **Term**
This Agreement is in effect from the commencement date and shall continue for the Term of the Agreement. All agreements shall be invoiced in accordance of the terms and no refunds will be issued.
2. **Maintenance Service**
Electronic Office Products, Inc. agrees to provide maintenance service Monday through Friday from, 9:00 a.m. to 5:00 p.m.; excluding holidays. The equipment will be kept in good working order while operated in accordance with Electronic Office Products' published specification and while located within Electronic Office Products' area of responsibility.
3. **Charges**
All Service calls made on equipment not covered under maintenance contract shall be invoiced immediately at prevailing rates. These rates are subject to change without notice.
4. **Initial Inspection and Repair**
If the equipment referred to in this agreement is not under Electronic Office Products, Inc., maintenance agreement, nor covered by Electronic Office Products' standard warranty, it shall be subject to a chargeable inspection by Electronic Office Products Inc. Electronic Office Products Inc. shall take such action as may be deemed necessary in its judgment to restore the equipment to good operating condition, including without limitation, making repairs and adjustments and replacing parts. The Customer shall pay for all labor and materials used in connection therewith at Electronic Office Products' then current commercial rates.
5. **Exclusions**
Maintenance is contingent upon the proper use of all equipment and **does not include:**
 - a) electrical work external to the equipment or maintenance of the computer network, accessories, attachments, or other devices not furnished by Electronic Office Products Inc.;
 - b) service caused by supply items that do not meet Electronic Office Products Inc. specifications;
 - c) repair of damage or increase in service time resulting from:
 - (1) accident, transportation, neglect, theft, fire or water damage, misuse or other than ordinary use;
 - (2) failure of electrical power, air conditioning or humidity control; and
 - (3) alterations which include but are not limited to, installation or removal of Electronic Office Products Inc features, or any other modification, whenever any of the foregoing are performed by other than Electronic Office Products Inc representative.
 - d) expendable supply items or materials therefor; making specification changes or performing services connected with relocation of equipment, and adding or removing accessories, attachments or other devices;
 - e) such service, which is impractical for Electronic Office Products Inc representatives to render because of alterations in the equipment or their connection by mechanical or electrical means to another machine or device;
 - f) equipment located in an unsuitable place of installation or an unsafe or hazardous environment, as determined by Electronic Office Products Inc.
 - g) abnormal operator functions as described in manufacturers' operator's manuals.
 - h) problems relating to or caused by software which was not supplied by Electronic Office Products Inc.
 - i) problems relating to or caused by operating environment including electrical power, heating, air conditioning, and humidity which are not within Electronic Office Products Inc specifications.
 - j) any loss of information, texts, or other material stores on hard drive units, internal memory, or disk for any reason.
 - k) repair or replacement of ram memory boards and hard drives.
 - l) any damages due to power surges. (We strongly recommend a surge protector be installed on the power source and or telephone line, please see attached form).
 - m) any equipment or peripherals not listed on the front page of this agreement;
 - n) any damages to the unit caused by customer added peripherals; and will be considered chargeable at current hourly rates.
 - o) any overhauling or rebuilding of equipment; will be considered chargeable at current hourly rates plus parts and materials.
 - p) moving equipment. Equipment cannot be moved without permission of Electronic Office Products Inc. Any damage resulting from a move is chargeable at prevailing rates.

6. **Electronic Office Products Inc. Property**

Maintenance software, text equipment and similar property used by Electronic Office Products Inc at the installation site (even if shipped with the equipment) shall remain the exclusive property of Electronic Office Products and shall be for the sole use of Electronic Office Products and under the control of Electronic Office Products Inc. Such property, some of which contain confidential information of Electronic Office Products Inc.

7. **Access to Equipment**

Electronic Office Products Inc. shall have full and free access to the equipment to provide service thereon.

8. **Modifications**

If persons other than Electronic Office Products Inc representatives perform maintenance or repair of a unit of equipment, and as a result additional repair by Electronic Office Products Inc is required, such repairs are chargeable at current hourly rates plus parts and material and, will be made at Electronic Office Products Inc discretion. Maintenance by third parties could be the basis for voiding any existing warranties.

9. **Engineering Changes**

Engineering changes, determined applicable to Electronic Office Products Inc will be controlled and installed by Electronic Office Products at no charge on equipment covered by this agreement.

10. **Service Rentals**

When deemed necessary, service rental will be provided to the customer at current rental rates.

11. **Governing Laws**

This Contract shall be governed by and construed according to the laws of the State of New York.

12. **Assignment**

This Agreement is not transferable by Customer without written permission from Electronic Office Products Inc, such permission not to be unreasonably withheld, and any attempt by Customer to assign any rights, duties, or obligations which arise under this Agreement without such permission shall be void.

13. **Miscellaneous**

This Agreement constitutes the complete and exclusive statement of the agreement between the parties which supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter of this Agreement, any prior course of dealing, custom or usage of trade or course of performance notwithstanding.

14. **Costs & Attorneys Fees:**

In the event action is brought by either party to enforce any terms of this lease agreement or to recover possession of the equipment including but not limited to damage to the equipment, lessee default, then the prevailing party shall recover from the other party all costs, expenses and reasonable attorney fees associated with the action.

The Customer acknowledges that he/she has read this Agreement, and understands and agrees to all terms and conditions stated herein. Please Sign and Return this form with your payment. Payment of the above mentioned Invoice number will constitute Acceptance of this years' maintenance agreement.

Customer Acceptance:

Electronic Office Products Inc Acceptance:

Name: _____

Name: **Collette Alonzo**

Signature: _____

Signature: 

Date: _____

518-587-8600 Collette@EOPCOPIERS.COM