



Maintenance Agreement

No. #: WCSHC003

Customer Bill-To Information			Customer Installation Location		
<input type="checkbox"/> See Attached Addendum if multiple Billing Locations Apply			<input type="checkbox"/> See Attached Addendum if multiple Shipping Locations Apply		
Company: Webb County Self Help Center			Company: Webb County Self Help Center		
Dept. Name:			Dept. Name:		
Address: PO Box 29			Address: 8116 Hwy. 359		
Bldg.:	Room:	Suite:	Bldg.:	Room:	Suite:
City: Laredo	State: Texas	Zip Code: 78042-0029	City: Laredo	State: Texas	Zip Code: 78043
Billing Contact Name: Cassie Allred			Shipping Contact Name: Cassie Allred		
Bill-To Phone #: (956) 523 4760		Ext:	Ship-To Phone #: (956) 523 4760		Ext:
Email: cagarza@webbcountytx.gov			Fax #: (956) 728-1483		

Please Check One: Per Machine Minimum Consolidated Minimum

Unit #	Equipment / Accessory Description	Initial Meters	Guaranteed Min. Copies	Min. Monthly Payments
1	COPYSTAR CS-2560 DIGITAL COPIER	174,000	3,000	\$27.00
	EQ1388			
Total for consolidated Minimum				\$27.00

Notes: Includes all parts, labor and toner. (Does not include paper, electric boards, and/or parts damaged due to negligence).

<p>All Payments are exclusive of sales and use tax.</p> <p>Sales / Use Tax Exempt <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (attach Exception Certificate)</p> <p>Term: January 1, 2016-December 31, 2017 extra copies at \$0.009 each.</p> <p>Meter Reader Frequency: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other</p> <p>Minimum Payment Due: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other</p> <p>Advance Payment: <u>\$0.0</u></p>	<p>Supplemental Equipment Scheduled attached</p> <p>Billing Preference: <input type="checkbox"/> Each unit invoiced separately <input checked="" type="checkbox"/> All units in one invoice</p> <p>Is Customer Equipment Purchase Order Required? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes P.O. # _____</p> <p><small>The Terms and Conditions of any Purchase Order shall not alter or amend the terms and conditions of this Cost Per Copy Agreement shall supersede any conflicting provisions in any Equipment Purchase Order.</small></p>
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DEALER	CUSTOMER ACCEPTANCE
<p>UniTech Business Solutions, Inc. 2313 San Dario Ave. Laredo, Texas 78040</p> <p>By: Name and Title: Azeneth Rodriguez / Sales Supervisor Date: 01/01/2016</p>	<p>Customer: Webb County Self Help Center 8116 Hwy. 359 Laredo, Texas 78043</p> <p>By: _____ Date: _____ Signature: _____ Fed Tax ID # _____ Title: _____</p>

1. GENERAL SCOPE OF COVERAGE

This agreement covers both the labor and the material for adjustments, repairs and replacement of parts as necessitated by normal use of the equipment except as herein provided. Damage to the equipment or its parts arising out of misuse, abuse, negligence or causes beyond Dealer's control are not covered. In addition, Dealer may terminate this agreement in the event the equipment is modified, damaged, altered or serviced by personnel other than those employed by Dealer, or if parts, accessories or components not authorized by Dealer are fitted to the equipment.

2. SERVICE CALLS

Service calls under this agreement will be made during normal business hours at the installation address shown on the reverse side of this agreement. Travel and labor time for service calls after normal hours, on weekends and on holidays, if and when available, will be charged at overtime rates in effect at the time the service call is made. Customer will provide an agent or employee to accompany personnel servicing the equipment after Customer's normal working hours.

3. SERVICES NOT INCLUDED

Services not included in this agreement will be charged in accordance with UniTech labor and materials rates then in effect. Services not included are not limited to, but include the following: A. Optional Retrofits. B. Service connected with relocation of equipment. C. Installation of accessories, attachments, or other devices. D. Work directly or indirectly required due to Customer's software, network, computers, or other information systems, including but not limited to additions or changes, not specified as hardware covered by this agreement.

4. REPAIR AND REPLACEMENT TO PARTS

All parts necessary to the operation of the equipment, with the exception of the parts listed below, and subject to the general scope of coverage, will be furnished free of charge during a service call included in the maintenance service provided by this agreement. Replaced parts become the property of UniTech Business Solutions Inc. Exception is: Copiers / Micro Graphics: Copy drums, unless such equipment is covered by a Full Coverage Maintenance Agreement. Typewriters / Printers: Platen Roller, Print Wheels Micro Graphics: Projection Lamp. In addition, it is the customer's responsibility to provide any or and consumable supplies required to complete normal preventative maintenance which requires the changing and/or disposing of toners, developers, dispersants, etc. No credit will be issued for test-copies run by service technicians during service calls. If the technician feels it is necessary he will replace the amount of paper used.

5. RECONDITIONING

When in its sole discretion Dealer determines a shop reconditioning is necessary to keep the equipment in working condition, Dealer will submit to customer an estimate of needed repairs and the cost thereof, which will be in addition to the charge payable under this maintenance agreement. If the customer does not authorize such reconditioning, Dealer may discontinue service of the equipment under this agreement, refunding the unused portion of the maintenance charge, or may refuse to renew this agreement upon its expiration. Thereafter, service will be available on a Per Call basis at published rates.

6. TERM

This agreement shall become effective upon receipt by Dealer of the initial maintenance charge provided on the reverse side hereof and shall continue for the time allowed or the maximum number of copies shown on the reverse side, whichever occurs sooner. It shall be automatically renewed for successive similar periods subject to the receipt by Dealer of the maintenance charge in effect at the time of renewal, provided that the customer is not then in default. THIS AGREEMENT IS NOT CANCELLABLE. In the event that you should terminate the contract earlier, we can declare the entire balance of the remaining monthly unpaid figures for the full term on the contract immediately due and payable to us.

7. CHARGES

The initial charge for maintenance under this agreement shall be the amount set forth on the reverse side hereof. The maintenance charge with respect to any renewal term will be the charge in effect at the time of renewal. Customer agrees to pay the total of all charges for maintenance during the initial term and any renewal term within 10 days of the date of Dealer's invoice for such charges. Meter usage in excess of the annual copy allowance will be calculated and be payable at the conclusion of each 12 month period based on the meter reading at that time. Customer understands that alterations, attachments or specification changes may require an increase in maintenance charges and agrees to pay such charges promptly when due. In the event that scanned (input) pages exceed the output (printed pages), a charge of 3 scanned pages per cent (\$.0033) will occur.

8. BREACH OR DEFAULT

If the customer does not pay all charges for maintenance or parts as provided hereunder, promptly when due: (1) Dealer may (a) refuse to service the equipment of (b) furnish service on a Per Call basis at published rates and (2) the customer agrees to pay Dealer's costs and expenses of collection including the maximum attorney's fee permitted by law. If equipment is moved to a new Dealer Service zone, Dealer shall have the option to charge, and the customer agrees to pay, the difference in published maintenance charges between the current zone and the new zone, such charges to be assessed on pro-rata basis. If equipment is moved beyond Dealer's published service zones, customer agrees to pay a fair and reasonable up charge for continued maintenance under this agreement, taking into account the distance to customer's new location and Dealer's published rates for service on a Per Call basis. All equipment sold by UniTech Business Solutions Inc. is designed to give excellent performance with supplies sold by UniTech Business Solutions Inc. including, but not limited to paper, developer, toner, dispersant, Floppy disks, print wheels and typewriter ribbons. If the customer uses other than UniTech Business Solutions Inc. supplies, and if such supplies are defective or not acceptable for use in UniTech Business Solutions Inc. equipment and cause abnormally frequent service calls or service problems, the Dealer may, at its option, terminate this agreement and the unused portion of the maintenance charge will be refunded. In that event, the customer will be offered service on a Per Call basis at published rates. It is not a condition of this agreement, however, that the customer use only UniTech Business Solutions Inc. authorized supplies.

9. NO WARRANTY

Other than the obligations set forth herein, DEALER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, and OR FITNESS FOR A PARTICULAR PURPOSE. DEALER SHALL NOT BE RESPONSIBLE FOR DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING OUT OF THE USE OR PERFORMANCE OF THE EQUIPMENT OR THE LOSS OF USE OF THE EQUIPMENT.

10. MISCELLANEOUS

Customer shall ensure that the Equipment is placed in an area which conforms to published space electrical and environmental requirements and is not altered, or serviced by other than Dealers employees. Customer will make available key operator(s) for training in use of the Equipment.

11. NON-ASSIGNABILITY

This Agreement is not assignable by Customer without the written consent of UniTech Business Solutions Inc.

12. PERIOD OF ASSURED FCMA AVAILABILITY

FCMA shall be available for seven years less the time elapsed from the Warranty Expiration Date. Upon expiration of the Period of Assured FCMA

Availability, Dealer, at its sole discretion, may extend the availability of FCMA for successive one year periods at the prices, terms and conditions in effect. Dealer does not represent, however, that it will be able to maintain the Equipment in good working order.

13. EQUIPMENT ELIGIBILITY FOR FULL COVERAGE

Equipment serviced on other than a Full Coverage Maintenance basis for Maintenances than seven years from the Warranty Expiration date is eligible for conversion to Full Coverage Maintenance subject to an inspection of the Equipment and acceptance by Dealer. If more than seven years have elapsed from the Warranty Expiration Date and less than one year has elapsed from the Full Coverage Maintenance Termination/Cancellation Date, the Equipment is also eligible for inspection and acceptance. For all equipment accepted, replacement of the photoreceptor will be required (if applicable) in addition to any repairs and additional parts replacement which may be necessary to bring the Equipment to UniTech Business Solutions Inc. standards. Customer shall pay all charges, including the inspection, based on the then current hourly rate for Per Call Service. If the Equipment cannot be brought to UniTech Business Solutions Inc. standards it will not be accepted for conversion to Full Coverage Maintenance. In the event the Equipment is not accepted for conversion after an inspection has been requested by the Customer, Customer shall nevertheless pay all charges resulting from the inspection.