



# GOLD LEVEL MONOCHROME MAINTENANCE CONTRACT

V070115

Date: \_\_\_\_\_

Nevill Document Solutions, LLC, herein after referred to as "NDS" and the following named customer, herein after referred to as "Customer", agree for the maintenance of one or more products as described below, according to the terms and conditions on the reverse, which the customer has read in full: \_\_\_\_\_ (Initials)

**Customer Name** Webb County County Court At Law

**Business Address** 1110 Victoria Ste. 404

**City** Laredo **State** Texas **Zip** 78042 **Telephone** \_\_\_\_\_

**Customer #** LA0260 **Key Operator** \_\_\_\_\_ **Meter Contact Email** \_\_\_\_\_ **Zone** \_\_\_\_\_

**MAINTENANCE COVERAGE:**  MDS  COPIER  PRINTER  FAX  SCANNER

(SELECT SERVICE BELOW)

- Nevill Full Service** coverage includes labor, parts, drums & supplies (excluding color toner, paper & staples).
- Nevill Standard Service** coverage includes labor & parts only (excludes drum, fuser, image unit, paper, staples, toner & transfer belts).

**MAINTENANCE PLAN: (SELECT ONE)**

- Annual Agreement \*** : rate \$ \_\_\_\_\_ per year. Coverage is for one year from contract Beginning Date.
- Annual Time or Usage Contract \*** : rate \$ \_\_\_\_\_ per year. Coverage is for one year from contract Beginning Date or \_\_\_\_\_ prints, whichever occurs first.
- Annual Contract with a Rate \*** of \$ .878.00 P/Year per month / quarter. Coverage includes 90,000 P/Year allowable black & white prints per month / quarter, and overages invoiced in arrears monthly / quarterly at \$ .01331 per print.  
Single sheet scans invoiced in arrears at the rate of \$ .002 per print. \*all pricing does not include tax

**Contract #** 3440-01 **Beginning Meter** 463,392 **Beginning Date** 06/03/16

| Equipment Make, Model & Description | Serial Number     | Equipment ID # |
|-------------------------------------|-------------------|----------------|
| <u>Kyocera 6030</u>                 | <u>AJJ3015673</u> | <u>72478</u>   |
| _____                               | _____             | _____          |
| _____                               | _____             | _____          |
| _____                               | _____             | _____          |

**special instructions:** Annual Base overages invoiced semi-annually.

**Customer Acceptance**  **Maintenance Agreement Declined Signature:** \_\_\_\_\_

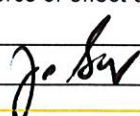
This Contract, consisting of the terms & conditions appearing above and on the reverse side, is hereby approved, accepted and executed by the respective parties hereto on the date set forth adjacent to their signatures. By: \_\_\_\_\_

Signature: \_\_\_\_\_ title: \_\_\_\_\_ date: \_\_\_\_\_

**Nevill Acceptance**

This Contract has no force or effect unless executed by a Service Manager, Service Administrator, or an Officer of the Company.

Authorized by: \_\_\_\_\_

Signature:  title: \_\_\_\_\_ date: \_\_\_\_\_



## TERMS AND CONDITIONS

1. The initial term of the Contract shall commence on the "Contract Beginning Date" and shall automatically renew for successive terms. NDS reserves the right to increase the rate to the then current rate, up to 10%, unless cancelled as provided below.
2. Cancellation at the end of the initial term or any renewal term may be accomplished by either party by giving written notice of such cancellation to the other party no later than sixty (60) days prior to the expiration date of the term then in effect.
3. In case of "Copier Annual Time or Usage Contract", this contract is based upon anticipated Customer annual usage. The contract will expire upon number of Copies shown on the face or One year, whichever occurs first. Should the number of copies included be exceeded prior to the expiration of each annual period, the contract will renew using the ending meter for the previous contract as the beginning meter for the renewal contract and the beginning date of the renewal contract will be the date of the ending meter of the previous contract.
4. In case of "Copier Annual Contract with a Quarterly Rate", this contract is based upon an annual contract with the base rate invoiced quarterly, including quarterly allowable copies. Should the number of copies metered for the period exceed the allowable copies for the period, Customer agrees to pay an overage charge for each copy in excess of allowable copies. If a current meter reading is not available or made available to NDS by Customer, billing will be based on an estimated volume. Estimate shall be determined by NDS on basis of past Customer usage history.
5. In no case will credits or refunds be made when actual copies metered are less than the contracted usage copies or allowable copies.
6. This Contract covers labor on routine, remedial and preventive maintenance service as well as remedial parts and normal wear and tear on the copier. Emergency service calls will be performed at no extra charge providing such calls are made during normal business hours. Normal business hours are herein defined to mean 8:00 a.m. to 5:00 p.m., Monday through Friday, exclusive of Holidays. Overtime charges, at NDS's then current rate, will be charged on all service calls made outside normal business hours.
7. Electrical work external to the equipment and equipment line cord is not covered by this Contract.
8. Certain copier models must be installed according to specific requirements in terms of space, electrical and environmental conditions. Installation requirements are defined in Equipment Operator's Manual. At its sole cost and expense, Customer shall ensure that the copier is placed in an area that conforms to these requirements, and is not altered or serviced by other than NDS personnel.
9. Preventative Maintenance inspections will be performed on the equipment at the intervals defined by the Technical Service Manuals for the particular model. These inspections will include cleaning, lubrication, adjustment, and may be made at the same time remedial service is being performed.
10. The Operator's Manual for each equipment model copier defines specific operator responsibilities. Performance of normal operator functions as described in the Operator's Manual is not included in this Agreement and is subject to additional charges.
11. Customer shall provide a Key operator for each shift of operation, and shall at NDS's request ensure that all operators are instructed by NDS in the use and care of equipment. Customer's Key Operator shall be responsible for notifying NDS when preventative maintenance needs to be performed according to equipment maintenance specifications. Should Customer's Key Operator change, Customer is responsible for immediate notification of NDS of the new Key Operator, for scheduling training at the earliest opportunity.
12. NDS technicians do not carry or deliver consumable supplies (toner, developer, etc.). It is the Customer's responsibility to have the necessary supplies available for the technician's use.
13. This contract does not cover service required due to malfunction of parts, attachments, or supplies of non-manufacturer or not approved by NDS. Customer agrees that this Contract does not provide for the replacement of consumable supplies. Installation of paper & toner will be performed without charge if a NDS Service Technician is present for service reasons. If a service call is requested for the mere purpose of installing such consumable supplies, Customer will be charged NDS's normal hourly rate. Additional freight charges will be applied when Customer requests delivery of supply items by a carrier other than normal delivery means as specified by NDS.
14. Any Customer changes, network setting alternations, or attachments may require a change in maintenance charges set forth herein. NDS also reserves the right to terminate this Contract in the event that it shall determine that such changes, alterations, or attachments make it impractical for NDS to continue servicing the equipment.
15. This Contract will not apply to any equipment lost or damaged through accident, abuse, misuse, theft, neglect, acts of third parties, fire, water, casualty of any other natural force or any loss or damage occurring from any other natural force, and any loss or damage occurring from any of the foregoing specifically excluded from this Contract.
16. In the event that any equipment is moved from the location set forth on the reverse side hereof, then at NDS's option the Contract pertaining to the moved equipment may be terminated and/or may be subjected to additional service charge.
17. This Contract is not re-assignable or transferable by Customer.
18. Invoices pursuant to the Contract will be tendered in advance for Annual Time or Usage and Quarterly Base Rates, and in arrears for overage charges and shall be payable within net 10 days. In the event that Customer fails to pay any invoice when due, this Contract shall automatically terminate and Customer shall pay NDS's then current time and materials charges for any services performed.
19. If the customer cancels this Contract in a manner other than set forth in paragraph one 1 a refund, if any, will be given to Customer if the amount paid on the contract is more than the amount of services rendered during the contract term calculated at the then rate for time and materials. Any amounts due the Customer will be applied to any unpaid invoices, with any surplus being refunded within thirty (30) days.
20. NDS shall not be responsible for the delay or failure to furnish maintenance service under this Contract to the extent that NDS was hindered in its performance by any act of nature, civil commotion, labor dispute, or any other occurrence beyond its reasonable control.
21. This Contract is the complete agreement between NDS and Customer and supersedes any proposal or prior agreement, verbal or written, and any other communications relating to the subject matter of this Contract. The terms and conditions of the Contract shall supersede any terms and conditions, which may be contained on any, purchase order or other document, which may be issued by Customer.
22. Other than the obligations set forth herein, NDS disclaims all warranties, expressed or implied, which includes any implied warranties of merchantability, fitness for use, or fitness for a particular purpose. NDS 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.
23. If any provision of this Contract shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Contract and shall not affect the validity and enforceability of the remaining provisions of this Contract.
24. All notices are required to be given under this Contract shall be in writing and sent by United States First Class mail to the parties as indicated on the reverse side.
25. The Laws of the State of Texas govern this Contract. In the event of litigation or other proceedings by NDS to enforce or defend any term or provision of the Contract, Customer agrees to pay all costs and expenses sustained by NDS including, but not limited to court costs and reasonable attorney's fees.