

2014 OCT 24 AM 8 07

WEBB COUNTY ATTORNEY

InfoSeal, LLC

1825 Blue Hills Circle
Roanoke, VA 24012
888-606-4636, fax: 888-652-4636

Service Agreement



1. General Information:

This Agreement is made with: Webb County Treasurer
1110 Washington St., Ste. 202
Laredo, TX 78040

The point of contact will be: Priscilla Perez @ 956-523-4155.

This Agreement is for a PS-100 folder/sealer system with serial number 100.805.

The cost for this 12-Month Service Agreement is \$906.00. The coverage period begins October 20, 2014 and ends October 19, 2015.

2. The following items are included as part of the Service Agreement.

- Telephone Support and/or On-Site Maintenance – This would include adjustments and replacement parts (excluding consumables – Separator Pads, Infeed Rollers, Exit Rollers, Fold Roller Bearings and Bearing Housings, Fold Rollers, Sealing Rollers, Fuses and Fold Plates) required to maintain equipment in operating condition. Inoperative parts replaced by InfoSeal will become the property of InfoSeal, LLC.
- Periodic Maintenance – This will be provided at one (1) occurrence during the Agreement. A PM will be part of another visit. A PM will not be the sole reason for dispatches. A PM will consist of routine maintenance to keep equipment operating properly in an attempt to reduce the likelihood of failure.

3. Coverage Schedule- This agreement covers service during working hours. Normal service hours are 8:00 a.m. -5:00 p.m. Monday through Friday. Contact InfoSeal at (888) 606-4636. This agreement does not include coverage on the following holidays.

New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving (Thursday & Friday)
Christmas Eve & Christmas Day
National Holiday

4. Response Time – It is InfoSeal, LLC's objective to provide phone support response within four (4) business hours. If phone support determines that an on-site visit is required, the on-site support will be next day from initial contact.

5. Equipment Condition – Both InfoSeal L.L.C. and Webb County Treasurer agree the equipment is in good condition, prior to the start of this Agreement.

6. Services Not Covered – The following services are not included:
 - Equipment moving or relocating
 - Equipment set-up/configuration or other non-repair services
 - Customer training for new operators
 - Software updates
 - Problems as a result of customer operating equipment in a manner not conforming to specifications including the use of non-pressure seal forms
 - Replacement of motors or electrical components as a result of improper incoming power
 - Rebuilding or reconditioning equipment
 - Customer requested on-site support when the cause of a problem is not mechanical or a machine malfunction. Such calls will be billed under current time and material rates.
7. Customer Responsibilities – Customer will designate one (1) primary operator and at least one (1) alternate. This will be the primary contact for service. This individual will be responsible for:
 - Providing initial problem solving for users
 - Request service after a problem is determined to be an equipment malfunction
 - Maintain equipment in a proper environment (i.e.: power, level surface, turned on & off appropriately, etc.)
 - Setting and adjusting fold plates
 - Provide service tech with at least 50 printed on forms to test in the machine
 - Cleaning of in-feed, folding and sealing rollers
 - Change consumables as needed.
 - Assure only trained personnel operate the equipment.
8. Limitations – This Service Agreement does not cover circumstances beyond InfoSeal’s control (such as improper use of equipment), acts of God, misuse, or abuse. In addition, InfoSeal is not responsible for any consequential damages, incidental or accidental injuries regardless of the cause.
9. Pricing – Service Agreements pricing will be based on the prior twelve- (12) month history. Future Agreements will be modified based upon the next twelve- (12) month results.
10. Terms and Cancellation- Terms are NET 10. This agreement may be canceled by the customer with a written 60 day notice. However, InfoSeal will determine, based upon history, at its sole opinion, the amount of refund, if any, to be returned to customer.
11. Payment – If invoices are not paid within terms, service may be stopped until the open balance has been paid.
12. Transfer - Agreement is with above customer only. If equipment is sold, this Agreement does not transfer with the equipment.
13. Contacts – The primary contact for requesting service will be InfoSeal, L.L.C. at 888-606-4636. It is InfoSeal L.L.C. intention to provide on-site service through a qualified 3rd party reporting to InfoSeal, L.L.C..
14. Renewals – For each subsequent year, this Service Agreement will renew automatically, with increase not to exceed 10%. If, for any reason, an increase greater than 10% is required, the renewal will not be automatic and a new Service Agreement will be agreed to. Both parties may cancel no later than 30 days prior to the anniversary date of the Agreement.

Webb County Treasurer:

By: *Arlene Rosales*

Title: *Treasurer*

Date: *10-23-14*

Agreement Number: 100.805
September/2014/WT


InfoSeal L.L.C.:

By: *John Barr*
John Barr

Title: Equipment Service Manager

Date: _____

ATTEST:



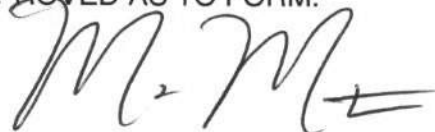
Danny Valdez
Webb County Judge



Margie Ramirez Ibarra
Webb County Clerk



APPROVED AS TO FORM:



Marco A. Montemayor
Webb County Attorney

***By law, the county attorney's office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).**