**MANAGED PRINT SERVICE AGREEMENT**

**Customer Bill-To Information:**

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| --- | --- |
| Customer Name | Billing Contact Name; Title |
| Customer Address (line 1) | Billing Contact Phone # |
| Customer Address (line 2) | Billing Contact e-mail |
| City, State, Zip Code | Billing Contact Fax # |

**TERMS: THIS IS A FIXED TERM AGREEMENT MAY NOT BE CANCELLED OR REFUNDED.**

|  |  |
| --- | --- |
| Length of Term: \_\_\_\_\_\_\_\_\_\_\_ months | Billing Cycle: Quarterly \_\_\_\_\_\_\_\_ or Monthly \_\_\_\_\_\_\_\_\_\_ |

**Items included in the Cost Per Page Charge:**

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| --- | --- | --- | --- |
| Toner  \_\_\_\_\_\_\_\_\_\_\_ | On-Site Service Labor  \_\_\_\_\_\_\_\_\_\_\_ | Service Parts (excluding PM Kits, Drums & Fusers, Paper Cassettes, Paper, Staples, Panels, Doors, Receiving Trays  \_\_\_\_\_\_\_\_\_\_\_ | Preventative Maintenance Kits, Drums, Fusers  \_\_\_\_\_\_\_\_\_\_\_ |

**Payment Terms**: All payments are exclusive of sales and use tax.

Group A (see attached Equipment Schedule which is incorporated herein by reference):

|  |  |
| --- | --- |
| Base Use Charge: $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Charge per page above Pages Included in Base Use Charge |
| 8.5x11 Pages Included in Base Use Charge: | $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per Black/White Page |
| Black/White Pages \_\_\_\_\_\_\_\_\_\_\_ Color Pages \_\_\_\_\_\_\_\_\_\_\_ | $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per Color Page |
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Group B (see attached Equipment Schedule which is incorporated herein by reference):

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| --- | --- |
| Base Use Charge: $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Charge per page above Pages Included in Base Use Charge |
| 8.5x11 Pages Included in Base Use Charge: | $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per Black/White Page |
| Black/White Pages \_\_\_\_\_\_\_\_\_\_\_ Color Pages \_\_\_\_\_\_\_\_\_\_\_ | $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per Color Page |
|  |  |

**CUSTOMER HAS READ AND AGREES TO THE TERMS AND CONDITIONS ON ALL FOUR PAGES OF THIS AGREEMENT:**

CustomerDealer

|  |  |
| --- | --- |
| By | By |
| Title | Title |
| Printed Name/Title | Printed Name/Title |
| Date | Date |

**TERMS AND CONDITIONS**

**A. SCOPE OF SERVICES**: The charges established by this Agreement include payment for maintenance preformed by Dealer during normal business hours: inspection, adjustments, parts replacement, drums and cleaning material required for the proper operation as determined by Dealer. Customer must separately purchase paper and staples. It is understood that the scope of services shall include only those items checked and initialed by the Customer on the face page of this Agreement. No other services shall be expected or required. Operator Error Calls and Computer Network problems are not included in the Scope of Services.

**B. PAYMENT:** Customer unconditionally guarantees that it will make all payments and all the other charges required under the Agreement and any supplements when they are due. Dealer may cease performance under this Agreement if Customer is in breach under this or any other Agreement with Dealer. If it is necessary for Dealer to proceed legally to enforce this Agreement, Customer agree to pay, in addition to any award, all costs, including attorneys fees incurred.

1. **ADVANCE INSPECTION**: Dealer reserves the right to inspect all equipment to be covered under this Agreement to determine its mechanical condition. Equipment that is identified as requiring immediate repair will be identified to Customer. Customer, at its option, may elect to have said unit repaired at the then current hourly service labor rate plus parts or may elect to have the unit excluded from the Agreement.
2. **REMEDIAL** **MAINTENANCE:** During the term of this Agreement, Dealer agrees to perform the maintenance and repair that will keep the Equipment in good working order and condition, normal wear and tear excepted. If Dealer is notified by Customer during the term of the agreement that the equipment is not in good working condition, Dealer will, during normal service hours, make necessary adjustments and repairs including replacement of parts (if parts are included as part of the terms of this Agreement.) If parts are not included in the Agreement, Dealer will promptly provide a quote for the appropriate part(s). Dealer normal service hours are 9:00 a.m. to 5:00p.m. Monday thru Friday, excluding holidays. Dealer may from time to time adjust these hours as may be required in the course of business, at which time the customer will be advised. Service at times other than Dealer’s normal service hours may be furnished on an "as available basis" at published rates then in effect. Replacement parts may be used and/or reconditioned. Parts that have been replaced will remain the property of Dealer.
3. **SERVICE LIMITATIONS:** Customer agrees Dealer will not be required to make adjustments, repairs or replacements made necessary resulting from (I) unauthorized third parties performing any maintenance, repair or replacement; (ii) Customer modifying, relocating, damaging (including without limitation, unavoidable accidents), abusing or misusing the Equipment (including without limitation, the spilling of toner or other substance in the machine), and the breaking of lids, hinges, cassettes, etc.; (iii) unauthorized Equipment alteration and tampering, or interconnection with non-compatible Equipment; (iv) placing the Equipment in an area that does not conform to space, electrical and environmental requirements; (v) failure of improper telephone or electrical power; (vi) Acts of God, lightning, fire, water, climatic conditions, or incidents of excess voltage or power surges; (vii) Customer using toner, drum, processing units, ink, film, etc., from any other source other than the service provider; or (vii) improper conditions of the environment such as excessive dust, chemical residues, abnormal high or low temperatures. If Dealer provides maintenance made necessary resulting from any of the above listed occurrences or other work not covered under the foregoing remedial maintenance obligation, such maintenance shall be billed to Customer (and shall be due and payable in full upon receipt of invoice) at Dealer’s then current rates for labor and parts. Customer agrees that Dealer will not be required to make adjustments, repairs, or replacements if Dealer is not provided reasonable access to the Equipment
4. **TONER:** Toner-inclusive contracts are based on manufacturer supply consumption rates. Dealer will determine and deliver supplies in accordance with agreed upon usage. Use of covered supply products above the expected usage may result in additional charges. Toner may be OEM original or non-OEM at the discretion of Dealer. At the conclusion of this Agreement all unused toner must be returned or additional charges shall be incurred.
5. **RELOCATION:** Customer agrees to keep the Equipment at the installation location and not move it from that location without prior written consent of Dealer. Customer agrees to be responsible for all costs associated with relocation. If the Equipment is moved to a new position or location, Dealer shall have the right to charge a new rate for the new position or location and Customer agrees to pay the difference between the old rate and the new rate.
6. **CUSTOMER RESPONSIBILITY:** Customer will be responsible for daily care and cleaning of the top glass, dusting Equipment, replenishing toner, replacing disposal tank, clearing jams, etc., (where applicable).
7. **LIABILITY LIMITATION:** Dealer’s total liability is limited to repair and maintenance of the covered Equipment. Dealer will not be held liable to Customer or any other party for any personal injury or indirect, incidental, consequential damage, including, but not limited to, loss of use, revenue or profit. Dealer will not be liable for any delay or failure to perform it's obligations due to any cause beyond it's reasonable control, including without limitation, performing services at a location deemed by Dealer as hazardous to health and safety, acts of God or government, labor difficulties, failure of proper transportation, telephone or power, or the inability to obtain parts or supplies. In no event shall Dealer be responsible for lost data, lost profits, damages, or incidental or consequential damages. Dealer’s sole liability shall be limited to the amount Customer has paid Dealer pursuant to this Agreement.
8. **TAXES:** Customer shall be responsible for all sales tax, use tax or other taxes (including without limitations personal property taxes accessible on the Equipment) and fees charged relative to this Agreement. Customer agrees to reimburse Dealer for all amounts paid or payable by Dealer in discharge of the foregoing taxes. Customer shall not be responsible for taxes based on Dealer’s gross or net income.
9. **DEFAULT:** Customer shall be in default under this agreement if Customer: (i) fails to make any payment under this or any agreement with Dealer within ten (10) days of when due or (ii) breaches any other term or condition included in this agreement and Customer fails to cure any such breach within ten (10) days. In the event of a default, Dealer may, in addition to other remedies, (i) declare all sums (including penalties) due under the terms of this Agreement, and terminate this  
   Agreement without advance notice.
10. . **NOTICES:** Notices required under this agreement shall be written and sent to Dealer at **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** and to the Customer at the "bill to address" identified on the front side of this Agreement. All notices will be effective upon date of postmark.
11. **JURISDICTION:** This agreement shall be interpreted and enforced according to the laws of the State of  **\_\_\_\_\_\_\_\_\_.**

**N. INDEMNITY:** With respect to, arising from, or in connection from this agreement, or from manufacture, maintenance, repair or use of any Equipment, Customer agrees to indemnify and hold harmless Dealer and it's agents, representatives, and employees from and against any and all claims, liabilities, damages, demands, cost and expenses of every kind and nature (including reasonable attorney's fees) arising from any injury or damage to any person, property, or business, excluding, however, any of the foregoing resulting solely from the gross negligence or misconduct of Dealer or it's agents, representatives or employees.

1. **METER READINGS:** Customer agrees to provide Dealer with accurate meter readings based on the billing term on the front of this Agreement, or if mutually agreed upon, to provide Dealer with timely access to all Equipment so that Dealer may obtain meter readings as required. . If accurate meter readings are not provided, or if timely access is not provided, Dealer reserves the right to estimate the meter reading from previous meter readings. Customer agrees and consents that Dealer may obtain meter readings via remote access and grants Dealer the right to do so.
2. **RENEWAL/TERMINATION:** Unless otherwise indicated**,** this is an annual Agreement that may not be terminated. This Agreement will renew yearly after the initial period unless cancelled by Customer in writing, no less than thirty (30) days prior to renewal date. Said automatic renewal is to provide uninterrupted coverage to Customer. This Agreement shall automatically renew at the then current rates in effect. During the term of this Agreement the charges may be increased to reflect increases in the cost of fuel, supplies, parts, or labor. This agreement is subject to acceptance by Dealer and will remain in force until cancelled as stated above. Dealer reserves the right to cancel this contract at its discretion upon five (5) days written notice.
3. **ASSIGNMENT:** This contract is for the sole benefit of the Customer whose name appears on the front hereof and cannot be assigned by the customer to any further owners of the covered Equipment

**R. CONFIDENTIALITY CLAUSE**: Dealer recognizes that it must conduct its activities in a manner designed to protect any information concerning Customer, its affiliates or clients (such information hereinafter referred to collectively as "Customer Information") from improper use or disclosure. Dealer agrees to use its best efforts to treat Customer Information on a confidential basis. Dealer agrees not to disclose any Customer Information to any person, firm or corporation that does not have a need to know said information

**Equipment Covered by this Agreement: (Group A)**

(The Equipment listed below is covered under the terms and conditions of this Agreement and will be billed at the Group A billing rate):

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| Asset Number/ID | Asset Description | Asset Location |
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**Equipment Covered by this Agreement: (Group B)**

(The Equipment listed below is covered under the terms and conditions of this Agreement and will be billed at the Group B billing rate):

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| Asset Number/ID | Asset Description | Asset Location |
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