EOJOHNSON
BUSINESS TECHNOLOGIES

WAUSAU - EAU CLAIRE - LA CROSSE - ROCHESTER
MAINTENANCE AGREEMENT

ACCOUNT # 32816133
CONTRACT #
SALES REP # ERIC ELL

CUSTOMER: CITY OF ROCHESTER
ADDRESS: 201 4th STREET SE
ROOM 204
CITY / STATE / ZIP: ROCHESTER, MN 55904
PHONE: 507-328-3809
FAX:

LOCATION OF EQUIPMENT: CITY OF ROCHESTER BLDG SAFETY
ADDRESS: 2011 CAMPUS DRIVE SE
CITY / STATE / ZIP: ROCHESTER, MN 55904
PHONE:
FAX:

MODEL NUMBER	SERIAL NUMBER	STARTING METERS BLACK	STARTING METERS COLOR	BASE
MPC4503-LAN	E174M812054			160.00/QUARTER
			TRAVEL CHARGE:	

SUB TOTAL	$160.00
TAX %	
TOTAL	$160.00

E. O. Johnson Company agrees, subject to the terms and conditions hereof, to:

Perform all maintenance and inspections of the equipment at intervals which are consistent with that recommended by the manufacturer. Support will include to clean, lubricate, adjust, or repair equipment as needed for optimal performance.

Replace all worn, defective or damaged parts without charge, providing that such parts have not been subject to a damaged condition caused by fire, flood, vandalism, misuse or negligent conduct on the part of the customer, its agent or third parties.

Provide service under this agreement as required by the Customer during the E. O. Johnson Company's normal business hours of 8:00 a.m. and 5:00 p.m. Monday through Friday (except holidays).

* Contract subject to a yearly increase, not to exceed 8% per year.

Black Copies / Prints
An allowance of: 20,000 copies/prints per: QUARTER
with additional copies/prints to be billed at: $0.0080 per copy/print.

OR

For low volume placements a base of: _____ Plus **All** black
copies/prints bille _____ at _____ per copy/print.

Color Copies / Prints:
An allowance of: 0 copies/prints per: QUARTER
with additional copies/prints to be billed at: $0.060 per copy/print.

OR

For low volume placements a base of: _____ Plus **All color**
copies/prints bille _____ at _____ per copy/print.

Please Choose A Meter Collection Method

EMAIL	FAX	@REMOTE	PRINT TRACKER

CONTRACT INCLUDES:

BLACK TONER	COLOR TONER	STAPLES
X	X	

CONTRACT DOES NOT INCLUDE:

BLACK TONER	COLOR TONER	STAPLES	MASTERS & INK
		X	X

Special Instructions: 30 day notification required for cancellation of contract

Effective Date: 9/9/2015

Customer Signature: Andrew F. Biede

Master Operator: _____

Meter Read E-mail: _____

Service Management Approval: _____

Date: _____

GMT GMA CODE

X THIS IS A RE-WRITE [ ] GROUP BILL

WRONG PERSON SIGNED AT INSTALL, MUST BE COUNCIL

Attested by: Aaron S. Reeve

TERMS FOR MAINTENANCE AGREEMENT

1. **SUPPLIES -** This contract is contingent on the following: If the Customer fails to use manufacturer approved supplies (toner, paper, media) in the machine and damage is created by the use of non-manufacturer approved supplies, the Customer agrees to pay the non-contract rates for replacement parts and labor to repair such damage. Toner remains the property of E. O. Johnson Co. until fully consumed.

2. **LIABILITY -** E. O. Johnson Co. shall not be responsible for: (1) failure to perform its maintenance obligation due to strikes, fire, flood and other causes beyond its control, (2) accidents to or caused by the equipment, (3) service or parts when anyone other than the E. O. Johnson Co. has worked on the equipment, (4) equipment damage due to misuse or negligence by the Customer.

3. **CONTRACT DOES NOT INCLUDE -** This contract does not cover problems related to: updating print drivers, loading additional drivers on new computers / upgraded computers, or troubleshooting print related problems. This contract does not cover Customer's network hardware, computers, switches, operating systems or third party software programming unless included in this document. Support for these items and services are all billable events at normal non-contract rates.

4. **TAXES -** Maintenance charges, zone / travel charges, labor and parts are subject to state and local taxes.

5. **EQUIPMENT TRANSPORTATION -** E. O. Johnson Co. is not liable for transportation damages or loss of equipment in the event the Customer moves the equipment or contracts with a third party to move the equipment. Customer agrees to pay for any damages incurred from moving the equipment.

6. **INDEMNITY -** E. O. Johnson Co. is not responsible for any losses or injuries caused by the installation or use of the equipment under contract. Customer assumes and bears the risk of loss or damage to the equipment. If the equipment is lost or damaged, the Customer agrees to replace the equipment or pay for repairs.

7. **AFTER HOURS SERVICE -** Normal business hours are from 8:00 a.m. until 5:00 p.m. Monday through Friday. If the Customer requests service to be performed outside of normal business hours the Customer will pay for such service, including travel time and expenses, at E. O. Johnson Co.'s established billing rate, provided that the E. O. Johnson Co. need not provide such service if service personnel are not readily available. To the extent practicable, all service to the equipment provided hereunder shall be provided at the Customer's location as noted on this Agreement unless the E. O. Johnson Co. determines in its sole discretion that such service will be better performed at an alternate location.

8. **ACCEPTANCE** of the agreement is contingent upon being signed and approved by an authorized E. O. Johnson Co. representative and an authorized representative of the Customer. Final approval subject to acceptance by E. O. Johnson Co. Service Management.

9. **TERMINATION OF CONTRACT -** The Customer or E. O. Johnson Co. has the right to terminate this contract at any time for any reason. In the event the Customer terminates this contract, the unused portion of the contract will be prorated, less 25%. The credit will be applied to the Customer account for up to one year and can be used for the purchase of hardware or services only. Unused toner in a toner inclusive contract must be returned to E. O. Johnson Co. or Customer agrees to pay for the toner at normal retail prices.

10. **TERMS & RENEWALS -** E. O. Johnson Co. will bill the Customer when signed copy of this agreement is received. Terms are net. This agreement will automatically self-renew annually unless prior notice of termination is given by either party. The renewal term is the same as the original term. A yearly increase is usual and customary. This contract can be rewritten to adjust for volume fluctuations per Customer request. Customer Initials AFB