

Date: 8/1/2014Jamestown Office
1376 E 2nd Street
Jamestown, NY 14701

Service Agreement

Client Information

CLIENT NAME: <u>Warren County School District</u>		CLIENT STREET ADDRESS: <u>589 Hospital Drive, Suite A</u>	
CITY: <u>North Warren</u>	STATE: <u>PA</u>	ZIP: <u>16365</u>	PHONE: _____
BILL TO NAME: (if different from above) <u>same</u>		BILL TO STREET ADDRESS: <u>same</u>	
CITY: <u>same</u>	STATE: <u>same</u>	ZIP: <u>same</u>	BILLING EMAIL: <u>groschj@wcsdpa.org</u>

Equipment Information

Make	Model	Location	Contact Name	Meter Contact Email

☒ See Schedule A

Contract & Payment Information

Contract Type: **MFP - Supply Inclusive**Cost per Copy **Monthly** *plus applicable taxes**Monochrome Impressions Included per Month:**0**Monochrome Overage Rate**Various**Color Impressions Included per Month**0**Color Overage Rate**Various☒ See Schedule ANotes: Service to be billed at a cost per copy on a monthly basis.

By signing below, you agree to the terms and conditions set forth in this agreement, both page one and two.

Signature: _____

Print: _____

Date: _____

UOTSVCAGMTNEWREV032014

- 1.) **Language of the Agreement:** The words "customer," "you," and "your" refer to the customer set forth in the attached Agreement (collectively with the terms and conditions set forth on this page, the "Agreement") while the words "we," "us" and "our" refer to Usherwood Office Technology.
- 2.) **The Agreement:** The initial term of this agreement, unless otherwise stated above, is twelve (12) months. This agreement is subject to annual renewal upon payment of successive maintenance invoices. Each renewal period is an additional twelve (12) months and is subject to the terms and conditions of the original term. All services to be provided by Usherwood Office Technology are conditional upon you being current with any and all payments due us. This agreement shall remain in effect for successive twelve (12) month periods and is non-cancellable.
- 3.) **Coverage:** Coverage is based on the contract type listed on page one of this agreement. We agree to provide at no additional charge to you, to the extent of the coverage outlined and only on equipment specified on page one of this Agreement. **MFP-Supply Inclusive** contracts cover the following: (i) All supplies, excluding paper and staples, that are warranted based on the volume of impressions being used on the equipment covered under this Agreement; (ii) All parts that have become worn or broken through normal use, as well as those required for periodic manufacturer required maintenance and the labor required to install said parts. Parts that are required due to misuse, accident, abuse, neglect, theft, riot, vandalism, power failure, fire, water, other acts of God, customer's failure to provide and maintain a clean operating environment and/or an operating environment within temperature and humidity specifications, damage caused by service personnel or supplies other than those furnished by us, the labor required to replace these parts stemming from the aforementioned causes as well as all parts and labor required after the expiration of this Agreement will be supplied to the customer at the current retail price for both parts and labor. If we are unable to fix the equipment on site and the machine needs to be removed from location, a service loaner may be provided. In the event a loaner is provided, this loaner equipment will be added to the contract at the current per copy rate of the machine removed. We will make a reasonable effort to provide a service loaner that will perform the functions of the removed equipment. The above listed services, unless otherwise noted, will be provided to you during normal business hours and at a mutually convenient time and as long as your account is in good standing. Normal business hours are defined as 8am-5pm, Monday through Friday, excluding holidays. For a list of scheduled holidays where our office will not be open, please contact our office via telephone during normal business hours. **Copier Management** includes all items above plus agent monitoring by printAWARE. printAWARE agreement must accompany this agreement. Additional terms and conditions apply. **Parts and Labor Only** contracts, listed on page one of this agreement, exclude the items in §3 (i) of this agreement but include the items in §3 (ii) listed above. **Wide Format Agreement** excludes items outlined §3 (i) but includes §3 (ii) of this agreement defined above. Furthermore, all ink, toner, thermal heads, print heads, drums and maintenance kits are EXCLUDED and will be billable at standard rates.
- 4.) **Non-covered Items:** Service calls to deliver supplies for down equipment will not be covered and will be provided, if available, for a charge at the hourly labor rate with a one hour minimum. After the first hour, time will be billed in quarter hour increments. This agreement also does not cover: (a) preparation for relocation, transportation and re-installation of equipment; (b) installation or removal of accessories or attachments; (c) installation of any consumable item including, but not limited to: toner, paper, staples, or any other consumable item referred to in the user's manual of the equipment. We are not liable for any loss or corruption of information nor are we liable for loss resulting from down time; (d) call for network related issues such as drivers and scanning.
- 5.) **Payment, Taxes and Fees:** You agree to pay us the total amount invoiced by the date that it becomes due. The total minimum payment is due to us regardless of whether the minimum allowed copies were met or exceeded. Copies allowed in a said period may not be rolled over to any other period. Copies not used will also not be credited back. Overage amounts are due as invoiced by us. We reserve the right to increase the base portion of this Agreement, as well as the overage per copy charge, without notice to you on an annual basis. We also reserve the right to adjust your payment up or down at any time to comply with the tax laws in the jurisdictions where this Agreement is in effect. We reserve the right to review the allowed copy volumes and alter them on an annual basis to reflect actual usage. Unless otherwise stated or agreed upon in writing, you agree that the maintenance portion of this Agreement will not fall below \$25 per month or \$300 per year. You will provide us with correct and accurate meter readings as they are required. You agree that we may estimate any and all meter readings if an accurate reading is not provided by the date that it is required. Unless otherwise stated in this Agreement, single copy charges will apply to paper sizes up to 8 ½ x 14 inches. Any paper size larger than this will be counted as two copies. If any payment is not received on time, you agree to pay a late fee of 15% of the total payment due or \$15.00, whichever is greater. If 15% exceeds the maximum late fee allowed by law, the late fee will be the maximum allowed under the applicable law. If for any reason your check is returned to us, you agree to pay us a returned check fee of \$35 per incident. We reserve the right to add a fuel surcharge to any/or all invoices to cover fuel costs associated with travel to and/or from equipment location. You agree to pay freight charges for supplies and/or parts shipped to you during this agreement.
- 6.) **Jurisdiction and Jury Waiver:** This Agreement may only be modified by written Agreement and not by course of performance. This Agreement was drafted and will be governed by the laws of the State of New York. You consent to exclusive jurisdiction of the State or Federal Courts situated in the State of New York, County of Onondaga and waive right to the defense of inconvenient forum. For any and all actions arising from this Agreement, you and we waive any and all right to trial by jury.

Client Initials _____



Service Schedule A

<i>Eq ID</i>	<i>Make/Model</i>	<i>Serial Number</i>	<i>B\W Meter</i>	<i>Color Meter</i>	<i>Location</i>
	Ricoh MPC2800	V1485700023	\$ 0.00900	\$ 0.05850	Human Resources
	Ricoh MP6000	M9295101283	\$ 0.00540	n/a	Beaty Guidance
	Ricoh MPC2800	V1495100027	\$ 0.00900	\$ 0.05850	Beaty Office
	Ricoh MP8001	V7115600377	\$ 0.00540	n/a	Print Shop
	Ricoh MP4001	V7915701038	\$ 0.00765	n/a	Allegheny Valley 2nd Fl
	Ricoh MP4001	V7915701095	\$ 0.00765	n/a	Allegheny Valley Office
	Ricoh MP4001	V7915701113	\$ 0.00765	n/a	Russell Elem. Office
	Ricoh MP2851	V8215601518	\$ 0.01080	n/a	Buildings & Grounds
	Ricoh MP4001	V9915701045	\$ 0.00765	n/a	Warren High Office
	Ricoh MP2851	V8215601514	\$ 0.01080	n/a	Warren High Guidance
	Ricoh 907EX	V5030500079	\$ 0.00405	n/a	Warren High 2nd Fl.
	Ricoh 907EX	V5030500088	\$ 0.00405	n/a	Warren High 1st Fl
	Ricoh SP5200S	S9029500022	\$ 0.00900	n/a	W.C.C.C. Tech Building
	Ricoh MPC5503	E183M610364	\$ 0.00810	\$ 0.04950	W.C.C.C. Office
	Ricoh MP7502	W873L600245	\$ 0.00540	n/a	Warren Elem. 1st Fl.
	Ricoh MP7502	W873L600235	\$ 0.00540	n/a	Warren Elem. 2nd Fl.
	Ricoh MPC3003	E153M660319	\$ 0.00810	\$ 0.05400	Warren Elem. Office
	Ricoh MP7502	W873L600244	\$ 0.00540	n/a	Beaty 1st Fl.
	Ricoh MP7502	W873L600232	\$ 0.00540	n/a	Beaty 2nd Fl.
	Ricoh MP2352	W413L700157	\$ 0.00810	n/a	Sheffield High Library
	Ricoh 907EX	V5030400349	\$ 0.00405	n/a	Sheffield High Teachers
	Ricoh MPC2051	V9735500067	\$ 0.00990	\$ 0.06660	Sheffield High Office
	Ricoh MP5002	W533L700814	\$ 0.00765	n/a	Eisenhower Library
	Ricoh 907EX	V5030500054	\$ 0.00405	n/a	Eisenhower Teachers
	Ricoh MPC3003	E153M660261	\$ 0.00810	\$ 0.05400	Eisenhower Office
	Ricoh MP5002	W533L700817	\$ 0.00765	n/a	Sugar Grove Elem. Teachers

UOTSCHDAREV032014



Date: 8/1/2014

PRINTaware Agent Consent

Corporate Headquarters
1005 W Fayette Street
Syracuse, NY 13204

Client Information

CLIENT NAME:

Warren County School District

CLIENT STREET ADDRESS:

589 Hospital Drive, Suite A

CITY:

North Warren

STATE:

PA

ZIP:

16365

PHONE:

814-723-6900

Key Contact Name:

Key Contact Phone Number:

Key Contact Email:

IT Contact Name:

IT Contact Phone Number:

IT Contact Email:

Agent Monitoring Agreement

This Agreement is made as of the date below by and between Usherwood Office Technology (Hereinafter referred to as "Service Provider") and the Customer listed above (Hereinafter referred to as "Client").

- 1) This agreement is for the period to commence on the below date, or as close to as possible. This agreement shall remain in effect unless cancelled by 30 day notice given by either party. This agreement will be considered as separate from any and all other agreements between Service Provider and Client.
- 2) The purpose of this Agreement is to document Client's consent granted to Service Provider to perform the installation of Agent Management software for monitoring of print equipment. Service Provider agrees to provide analysis related to the Client's printing network; including network printers and other network devices.
- 3) Client grants to Service Provider the right to install Agent Management software on Client's server(s) for the purpose of remote monitoring of network printing and/or functionality. Client will be granted complete control of agent user interface to allow or prevent device scanning functionality.
 - a. Client acknowledges that such software may include functionality that will allow Service Provider the opportunity to remotely monitor print volume and other technical data related to Client's printing. We affirm that at no time will we have access to any of Client's printing content. Service Provider agrees that it will use such software only for the purposes required in the course of Service Provider rendering professional services to Client. All information gathered is considered confidential and will not be shared in any format without written consent.
 - b. Client acknowledges that said software shall reside on their servers and network. It is the responsibility of the client to maintain the subnets to be scanned by agent and agrees to assist Service Provider in maintenance of the agent.
 - c. Notwithstanding any other provision herein, Client agrees to hold harmless Service Provider from any and all claims and/or damages that may result in the course of Service Provider's services rendered under the terms of this Agreement.

Notes:

By signing below, you agree to the terms and conditions set forth in this agreement.

Signature: _____

Print: _____

Date: _____

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