



On-Site Services Agreement

Agreement ID: 249-3588-A

This On-Site Services Agreement (together with the attached Order Form and Terms and Conditions, the "Agreement") is between:

Company

ARC Document Solutions, LLC
12657 Alcosta Blvd., Suite 200
San Ramon, CA 94583
(925) 949-5100
Account Exec Name: Ryan Kish
Account Exec Email: Ryan.Kish@e-arc.com

Client

Atlas Township ("Client")
7386 S Gale Road
Grand Blanc, Michigan 48439
Contact Name: Katie Vick
Contact Email: kvick@atlastownship.org
Contact Phone: (248) 318-4573

Order Form

Effective Date: Upon Installation

Term: 36 Months

ARC will provide the equipment, software, and/or services in the sections and at the rates specified below. The Term of this Agreement shall commence on the Effective Date. Thereafter, the Term of this Agreement shall be automatically renewed for additional twelve (12) month periods unless otherwise terminated by either party, in accordance with the Agreement.

Equipment (Place)

Quantity	Equipment	Monthly Unit Base Price	Monthly Total Base Price
1	Certified HP T2300 MFP	\$155.00	\$155.00

On-Site Service Rates

Service	Unit of Measurement	Price
Large Format InkJet Plotting	SqFt	\$0.2300

NOTE: Large Format Media Rates Include Ink/Toner, Service & up to 20# Bond Rolls (“Standard Consumables”); Standard local delivery/shipping rates for consumable orders will apply. This agreement does not include network administrative services. Customer will be responsible for providing monthly meter readings for device print usage.

One-Time Charges

Quantity	Service	Unit Price	Total Price
1	Delivery Installation	\$295.00	\$295.00

Client Location Where Equipment Will Reside

Address	City	State	Zip Code	Country
7386 S Gale Road	Grand Blanc	Michigan	48439	United States

Terms and Conditions

1. **On-Site Services.** On-Site Services shall include the following:
 - A. **Equipment.**
 - i. ARC will manage the assigned print equipment, listed above (“Equipment”), operating at designated Client Locations.
 - ii. ARC will be responsible for parts and labor associated with the installation, management and operation of such Equipment.
 - iii. Per the terms of Section 7.C below, ARC will, in conjunction with Client, mutually agree as to which equipment of Client will transition to this Agreement and the timing thereof, as well as the Client equipment to be discarded.
 - iv. Client, at its own expense, shall obtain and maintain in full force and effect, without interruption during the Term of the Agreement, insurance for the Equipment for its full replacement value against all types of loss, damage, theft or casualty, including theft, fire, flood and earthquake coverage, and Client shall be responsible for any repair or replacement of the Equipment during the Term made necessary by Client’s act or omission, or by any misuse or abuse of the Equipment.
 - v. Relocation of Equipment within an existing Client Location shall be as mutually agreed. 1.A.ii above notwithstanding, Client agrees to cover costs associated with Equipment relocation within a Client Location or due to relocation of Client offices and that such Equipment relocation will be managed by ARC. Relocation and software re-installation shall be assessed at an hourly rate not to exceed \$195.00 per hour.
 - B. **Supplies and Software.**
 - i. ARC will provide the Standard Consumables reflected above for the Equipment.
 - ii. ARC will provide data collection agent (DCA) software for the purposes of monitoring equipment status and consumables.
 - iii. If applicable, and at the Rates listed above, ARC will provide software for document print tracking by Client project number for reimbursement and cost-tracking purposes.
2. **Hours of Availability.** On-Site Service support will be available from 8:00 am to 5:00 pm Monday through Friday, based upon the local time of each Client Location and excluding any national holidays observed by ARC. Any requests for On-Site Services not included in the foregoing may be subject to Client overtime charges at the Rates listed above.
3. **Rates & Taxes.** ARC agrees to guarantee Rates shown above for the first year of this Agreement. Thereafter, ARC reserves the right to adjust Rates. All prices and charges are exclusive of all taxes, which will be billed to and paid for by Client.
4. **Billing.** Billing will be provided by ARC once per month based on meter. Any meter/tracking data difference will be charged/credited to Client’s overhead account. If required, third-party invoices will be provided to Client at reimbursable rates. Special billing reports and requirements beyond ARC’s standard billing statement, project invoices and data backup are available upon request for an additional fee.
5. **Payment.** Payment will be due within thirty (30) calendar days of the date of each invoice at the address listed on the invoice. Any outstanding payments which become past due will be subject to a monthly finance charge of two percent (2.0%) of the outstanding account balance. All returned checks will be assessed a fee of \$50.00 per item.
6. **Termination.** This Agreement may be terminated (“Terminated”) prior to the expiration of the then-current Term as follows:
 - A. **Termination for Performance or Material Breach.** This Agreement may be terminated if one party breaches its obligations under this Agreement (the “Breaching Party”), and such breach is not cured, or capable of being cured, by the Breaching Party within forty-five (45) days of the written notice of breach;
 - B. **Termination for Convenience.** Customer may also terminate this Agreement for convenience. In the event of such termination, Customer shall provide ARC a ninety (90) day written advance notice and shall act in good faith to negotiate a settlement with ARC to provide relief for the investment made in Customer’s business. Such settlement shall include ARC’s investment made in the Customer’s business which shall consist of the pro-rated value of the machines installed, software and any other startup costs that have been depreciated over the life of the agreement.
 - C. **Bankruptcy/Insolvency.** Either party may terminate this Agreement, if the other party becomes insolvent or admits its inability to pay its debts as they become due; becomes subject, voluntarily or involuntarily, to any bankruptcy proceeding, which is not discharged within thirty (30) days; or has a receiver, trustee or custodian appointed by order of any court of competent jurisdiction to take charge of any material portion of its property or business.
 - D. **Failure to Pay.** Section 6.A above notwithstanding, ARC shall have the right to terminate this Agreement if Client fails to make timely payment of any amount due hereunder, and default continues for a period of ten (10) days after written notice of such default to Client. Upon Termination, ARC will take immediate possession of the Equipment, Software and Standard Consumables.
7. **Equipment Ownership, Existing Suppliers and Lease Assignment.**
 - A. **Equipment Ownership.** During the term of this Agreement, the Equipment, Software and Standard Consumables shall remain the sole property of ARC. Client agrees not to assert any lien, claim or interest in any of the foregoing. ARC, at its sole discretion working in good faith with the Client, will ensure printing needs are appropriate per office and will add or remove equipment based upon the Client’s changing printing needs. Such removal, upgrade or replacement will not result in a reduction of the Services.
 - B. **Existing Suppliers.** If Applicable, Client agrees to transition its existing suppliers of Services within a thirty-day (30) day period from the Effective Date, without breaching any agreements between such existing suppliers and Client.
 - C. **Lease Assignment.** If applicable, Client will make best efforts to assign, cancel or otherwise transfer to ARC (a) existing Client-owned equipment, and (b) equipment leased or rented from non-ARC service providers, except where prohibited by law or by agreement; provided, however, that the terms of any such agreement(s) are satisfactory to ARC, in its sole discretion. At the onset of this Agreement, Client authorizes ARC to negotiate on behalf of Client and set the terms for the transition of ownership, and/or the assignment of financial responsibility to the existing print-related equipment operated by Client.

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8. **Representations and Warranties.** ARC represents and warrants that the Services will be provided in a workmanlike and professional manner, and in a manner consistent with the terms of this Agreement. The express warranty set forth in this Section is a limited warranty and is the only warranty made by ARC. No advice or information, whether oral or written, provided by ARC or any ARC-authorized representative shall create any additional warranties beyond this limited express warranty stated in this Section.
9. **Confidentiality.**
- A. Both parties acknowledge that in the course of performance hereunder, they may have access to confidential or proprietary information of the other party (“Confidential Information”). Both parties agree to use the Confidential Information only as necessary to fulfill their respective obligations under this Agreement and agree to hold such Confidential Information in confidence. Each party agrees that it will treat all Confidential Information with at least the same degree of care as it accords to its own Confidential Information.
- B. Client agrees that all Confidential Information used, or created, by ARC to provide the Services shall be and remain the property of ARC, including without limitation proprietary software, accounting and tracking systems, pricing, forms, reports, and other like material used to provide the Services.
10. **Relationship of the Parties.** Client and ARC are and at all times shall be and remain independent contractors as to each other. At no time shall either party be deemed to be the agent or employee of the other party, and no joint venture, partnership, agency or other similar relationship shall be created or implied by virtue of this Agreement. Subject to Sections 11 and 12, each party is free to enter into similar agreements with others to develop, acquire, or provide competitive products and services.
11. **No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.
12. **Subcontractors and Assignment.** ARC may subcontract the provision of the Services, or any part thereof, including technical support, to subcontractors selected by ARC. Client shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without ARC’s prior written consent, which shall not be unreasonably withheld. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation or reorganization involving Client (regardless of whether Client is a surviving or disappearing entity) will be deemed to be a transfer of rights or obligations under this Agreement for which ARC’s prior written consent is required. No delegation or other transfer will relieve Client of any of its obligations under this Agreement. Any purported assignment, delegation or transfer in violation of this provision is void. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.
13. **Force Majeure.** Neither party is responsible for failure to fulfill any non-monetary obligations due to events or causes beyond its control.
14. **Governing Law and Jurisdiction.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of California. Any legal claim, suit, action or proceeding arising out of this Agreement or the matters contemplated hereunder or the breach thereof, whether sounding in contract, tort or otherwise, shall be instituted exclusively in the federal courts of the United States or the courts of the State of California in each case located in the City and County of San Francisco, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding and waives any objection based on improper venue or forum non conveniens.
15. **Attorneys’ Fees and Costs; Waiver of Jury.** The prevailing party in any action to enforce or interpret this Agreement will be entitled to recover its attorneys’ fees and costs in connection with such action. To the maximum extent permissible, the parties hereby waive their rights to a trial by jury and acknowledge that such waiver is part of the consideration supporting this Agreement, without which, the parties would not have entered into this Agreement.
16. **Notices.** Notices to be given or submitted by either party to other pursuant to this Agreement shall be in writing and directed to the address in the preamble to this Agreement or otherwise provided to the other party in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt), or (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested) or by certified or registered mail, return receipt requested, postage prepaid.
17. **No Waiver.** No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
18. **Complete Agreement.** This Agreement, including all exhibits and addenda hereto, constitutes the sole and entire agreement between the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, proposals or representations and warranties, written or oral, concerning its subject matter.
19. **Modification.** This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto.
20. **Severability.** If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be illegal, unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable, but shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
21. **Construction.** The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.
22. **Authority.** The individuals executing this Agreement on behalf of each party individually represent and warrant that he or she has been authorized to do so and has the power to bind the party for whom they are signing.
23. **Counterparts.** This Agreement may be executed in counterparts, which taken together shall form one legal instrument. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates specified below:

"ARC"

ARC Document Solutions, LLC

"CLIENT"

Atlas Township

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____