



Sale With Service Agreement

Agreement ID: 249-4038-A

This Sale With Service 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, MI 48439
Contact Name: Katie Vick
Contact Email: kvick@atlastownship.org
Contact Phone: (810) 636-2548

Order Form

Effective Date: Upon Installation

Term: 12 Months

ARC will provide the services and/or supplies 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, as provided herein.

Equipment (Place)

| Quantity | Equipment | Monthly Unit Base Price | Monthly Total Base Price |
|----------|--|-------------------------|--------------------------|
| 1 | Monthly On-Site Service Only Agreement | \$65.00 | \$65.00 |

NOTE: Includes Service, Parts and Tech Travel Only. All consumables including paper, ink/toner, printheads & maintenance cartridges to be purchased as needed by client. This agreement does not include network administrative services.

NOTE: Rates include Purchase, Delivery and Install Only. No Service or Supplies. Payment will be due within thirty (30) calendar days of the date of invoice at the address listed on the invoice. All prices and charges are exclusive of all taxes, which will be billed to and paid for by Client.

One-Time Charges

| Quantity | Service | Unit Price | Total Price |
|----------|--|------------|-------------------|
| 1 | Certified Canon IPF785 MFP SN:AAMY0380 | \$2,700.00 | \$2,700.00 |
| 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 | MI | 48439 | United States |

Terms and Conditions

1. **On-Site Services.** On-Site Services shall include the following:
 - A. **Equipment.**
 - i. ARC will service 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. 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 fees shall be assessed at the hourly rate specified above. If client chooses to relocate Equipment without contracting ARC, and damages to the equipment will be client’s responsibility.
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 and transportation charges, which will be billed to and paid for by Client.
4. **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.
5. **Termination.** This Agreement may be terminated by either party for convenience by providing the other party with a (90) day prior written notice.
6. **Equipment Ownership, Existing Suppliers and Lease Assignment.** 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.
7. **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. Service provided by this agreement does not include repair to damage caused by abuse, accident, fire, water, willful damage, forces of nature, or due to accidental or willful misuse.
8. **Non-Solicitation.** During the Term of the Agreement and for an additional 18 months following the expiration or Termination of this Agreement, Client will not, without prior written consent of ARC and payment of remuneration acceptable to ARC, directly or indirectly, (i) induce or attempt to induce any employee or independent contractor of ARC to leave their employment or contractual relationship with ARC, or in any way interfere with the relationship between ARC and any employee or independent contractor, (ii) hire any person who is, or at the time of expiration or Termination of this Agreement was, an employee of ARC, or (iii) induce or attempt to induce any customer, supplier or other business relation of ARC to cease doing business with ARC, or in any way interfere with the relationship between any such customer, supplier or business relation and ARC (including, without limitation, making any disparaging statements or communications about ARC).
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.
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 transfer otherwise any of its rights, or delegate or otherwise transfer any of its obligations, under this Agreement.
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.** 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.
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. **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.
- 18. **Modification.** This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto.
- 19. **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.
- 20. **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

By: _____

Name: _____

Title: _____

Date: _____

"CLIENT"

Atlas Township

By: _____

Name: _____

Title: _____

Date: _____