



(800) 362-4333 **Phone**
(800) 697-8518 **Fax**
info@rhymebiz.com **Email**
www.rhymebiz.com **Web**

Maintenance Agreement

CUSTOMER INFORMATION										
Customer Number:	PT0642				Phone Number:	(920) 623-5912				
Company Name:	Columbus Water & Light Dept				Contact: Name:	Jacob Holbert				
Address:	950 MAPLE AVE									
City/State/Zip:	Columbus	WI	53925	Email:	jholbert@columbusutilitieswi.com					
Notes:										
SERVICE CONTRACT INFORMATION										
Base Billing Cycle:	Monthly					Monthly Base Amount:				
						\$58.80				
Excess Cycle:	Black:	Quarterly				Usage:	No			
	Color:	Quarterly				CPI:	Yes			
XEROX Direct MA:	No									
Start Date:	At Install:	Yes	Other Date:		Lease #:	3104358				
Includes:	Toner (Color & Black) Labor Parts									
Meter Collection Method:	Rhyme Device Management				Meter Read Contact Name:	Michele Kaltenberg				
					Meter Read Email:	mkaltenberg@columbuswaterandlight.com				
Invoice Received by Email:	Yes				Invoice Contact Name:	Michele Kaltenberg				
					Invoice Email:	mkaltenberg@columbuswaterandlight.com				
EQUIPMENT										
Serial #	ID	Model	Start B/W	B/W (Qty Incl)	B/W CPC (Rate Incl)	B/W Rate (Excess)	Start Color	Color (Qty Incl)	Color CPC (Rate Incl)	Color Rate (Excess)
		(2) Sharp BP70C31		2,000	\$ 0.0069	\$ 0.0069		1,000	\$ 0.045	\$ 0.045

Rhyme agrees with the undersigned customer ("Customer") to provide maintenance for the equipment and accessories described above ("Equipment"), subject to the terms and conditions set forth on the reverse of this agreement. Customer acknowledges that they have read and agree to the terms and conditions on the back.

Authorized Signature – Dealer

Title

Date

Authorized Signature – Client

Title

Date

TERMS FOR MAINTENANCE AGREEMENT



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1. **TERMS & RENEWAL** - This Agreement is effective from the commencement date and shall continue for an initial minimum term of one (1) year. Thereafter, this Agreement shall automatically be renewed for successive one (1) year terms unless terminated sooner by either party on no less than sixty (60) days prior written notice to the other party. Rhyme reserves the right to cancel Agreement. The prices, terms and conditions for such successive term(s) shall be those in effect at the time of renewal, not to exceed 10% increase. Vendor will render initial billing in advance receipt of a signed copy of this Agreement. Terms are net thirty days. Alterations, attachments or specification changes may require an increase in maintenance rates. Early cancellations are non-refundable.
2. **NETWORKING SERVICES** - This Agreement does not include network services, such as installing or updating software, installing or updating print drivers, troubleshooting operating system configuration, cloud services like Gmail and M365, or network devices, such as network hubs, switches, routers and cabling. These services will be billed at the currently established hourly rate.
3. **DATA SECURITY** - This Agreement does not include the removal of the hard drive for data security purposes. Data security and hard drive removal options can be purchased separately from this Agreement. The client is responsible for the security of their data.
4. **DEVICE MONITORING** - Customer agrees to provide and maintain a compatible computer for a data collection agent (DCA) to provide automated meter reads and for the Auto Toner Replenishment Program (ATR). Customer also agrees to maintain communication between covered device(s) and DCA. If Customer doesn't provide or maintain computer, device and DCA communication, or, they stop using a covered device, they agree to a \$5.00 per device meter analysis fee, and Vendor is owed the monthly fees for the life of the outstanding contract based on the averages of the previous reported usages.
5. **SUPPLIES** - Any and all supplies, ie toner, ink, imaging units, staples, used in equipment covered by this maintenance Agreement must be acquired from or approved by Rhyme. Any supplies provided under the terms of this Agreement are the property of Rhyme. Unused supplies must be returned to Rhyme within 30 days of cancellation. Unreturned supplies will be billable to the customer. Any service necessitated by the use of unauthorized supplies will be billable to the customer. Vendor reserves the right to bill customer for lost supplies or excessive supply usage.
6. **AUTO TONER REPLENISHMENT PROGRAM** - Customer agrees to assign someone to act as the ATR contact who is responsible for allocating received toners to correct departments or equipment.
7. **PARTS REPLACEMENT** - Worn or damaged parts will be replaced at no additional charge providing that the damage is not caused by misuse or negligence on the part of the customer, its employees, agents, or third parties.
8. **ENGINEERING CHANGES** - where applicable engineering changes, which, in the Vendor's opinion, will improve the performance of the equipment, shall be installed at no additional charge.
9. **EMERGENCY SERVICE** shall be provided without additional charge during Vendor's normal business hours (8:00 a.m. to 5:00 p.m.) (Monday through Friday, except Holidays). Travel and labor time plus travel expenses will be charged at established hourly rates for service rendered at the customers request after Vendor's normal business hours. Service that is provided beyond normal business hours is subject to the availability of service personnel.
10. **LIABILITY** - Vendor shall not be responsible for failure to perform its maintenance obligation due to strikes, fire, flood and other causes beyond its control. Vendor shall not be responsible for any accidents to or caused by the equipment or machine. Vendor shall not be liable for service or parts in the instance where anyone other than the maintenance contractor herein or his agent has worked on the machine nor where the customer damages the machine due to negligence or misuse. Vendor not responsible for excessive color consumption from misconfigured print drivers or end user error. Vendor shall in no event be liable to customer or any other person for incidental or consequential damages which may arise as result of the performance of any obligation of its Agreement.
11. **LIMITATIONS** - Maintenance services shall not include electrical work external to the equipment, maintenance of accessories, attachments, equipment or devices unless specifically included on the face of this Agreement. Maintenance, repair and parts or device replacement shall not be covered under this Agreement if problems relating to or caused by: operating environment including electrical power, heating, air conditioning, and humidity which are not within Vendor or OEM specifications, equipment located in an unsuitable place of installation or an unsafe or hazardous environment as determined by Vendor or OEM, usage or media that is not within normal operator functions or equipment specification as described in Vendor or OEM publications, or if repair exceeds half the current value of replacement. Training and workflow analysis for production print devices is not included under this Agreement. Maintenance, support, and upgrades for software is not included under this Agreement.
12. **TAXES** - There shall be added to the maintenance charges (including any zone charges) amounts equal to any taxes, however designated, levied or based on such charges or on this Agreement or on the services rendering or parts supplied pursuant herein. Including state and local privilege or excise taxes or amounts in lieu thereof paid or payable by Vendor, in respect to the foregoing, exclusive however on taxes of net income.
13. **ACCEPTANCE** of this Agreement by Vendor is contingent upon a satisfactory credit report on the Customer, and (2) with regard to the dollar amounts and zone charges stated herein, the absence of any mathematical error or deviation from Vendors then current maintenance rates, and (3) receipt of the confirming copy of this Agreement signed and approved by the Vendor's Service Manager and authorized representative.
14. **WARRANTY** - (1) All parts furnished hereunder will be free of defects in material and workmanship at the time of installation. (2) There are no other warranties, expressed or implied, which extend beyond the face of this Agreement.
15. **OPTION** - When an option is installed in a customer's unit during the term of this Agreement the customer agrees to pay in full upon receipt of Vendors invoice, the scheduled installation and maintenance fee for said option. The maintenance fee will be prorated over the remaining months of the customers' maintenance Agreement.
16. **EQUIPMENT TRANSPORTATION** - Vendor is not liable for any shipping damages or loss of equipment in commercial transportation to or from Vendor's service location. Customer agrees to pay all commercial freight or transportation charges to and from Vendor's service location.
17. **COST PER IMAGE (CPI) AGREEMENTS** - When MA is part of CPI, the CPI contract terms and conditions supersede this contract. When CPI Lease ends the maintenance portion of the billing (renewal) will be direct billing from Rhyme versus Rhyme Leasing.