

Service Agreement

Order #: 11800	Order Date: 08/07/2023	Sales Representative: Mike Knuth
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Ship To	
City of Dickinson	
38 1st St West	
Dickinson, ND 58601	
Meter Contact:	Aaron Meyer
Phone:	701/456-7744
Email:	aaron.meyer@dickinsongov.com

Bill To	
City of Dickinson	
38 1st St West	
Dickinson, ND 58601	
Contact:	
Phone:	(701) 456-7744
Email:	

Term	Base Rate	Start Date	End Date	Base Billing Cycle	Overage Billing Cycle
60 months	\$1,180.18	9/1/23	9/31/28	Monthly	annually

Make, Model	Serial #	EQID #	Base Rate	Beginning Meter Reading		Image Allowance		Overages Billed	
				B & W	Color	B & W	Color	B & W	Color
Savin MP 501SPF	G987X437198	9283-13	\$24.03			1,098	0	0.012815	0.00000
Savin IM C4500	3129M140532	9283-14	\$113.08			1,566	1,299	0.012815	0.073914
Savin IM C3000	3109R700559	9283-15	\$125.16			1,794	1,458	0.012815	0.073914
Savin IM C4500	3120RB00003	9283-19	\$30.38			391	437	0.012815	0.073914
Savin IM C2500	3091RA01086	9553-2	\$56.18			306	819	0.012815	0.073914
Savin MP C307	C509P600057	9283-51	\$68.80			2,103	329	0.012815	0.073914
Savin MPC3504ex	C728MB10331	9479-4	\$152.47			2,990	1,387	0.012815	0.073914

If wide-format, billing is per Square foot / Linear Foot

USMA - USMA - Ultimate Service Maintenance Agreement: Provides support for all equipment listed on this agreement, including trip charges, inspections, on-call repair service, all parts and supplies. (Excludes Networking support and paper)

Add Network Support to your maintenance contract for \$per month Yes No Customers initials _____

Additional Comments

By executing this agreement, I acknowledge that I have read and understand this agreement and I certify that I am authorized to execute this agreement on behalf of customer. Authorized signature acknowledges terms / conditions and expiration dates or meter readings. The terms and conditions on the face and reverse side of this agreement correctly set fourth the entire agreement between parties.

Customer Acceptance			Dealer Representative	
Authorized Signature / Date	Print Name	Title	Signature	Date

Terms and Conditions

1. **Acceptance by Dealer of contract:** References made to "Dealer" shall mean Advanced Business Methods. Machines sold by Dealer are eligible for a service contract immediately upon the expiration of the warranty period. If service contract is requested at any other time, machine must first be inspected by Dealer. Customer shall bear any and all costs necessary to bring machine up to specifications. Machines not sold initially by Dealer which are accepted for a service contract after inspection is not covered for parts the first 45 days. Invoices shall be due and payable by the customer for all equipment, accessories, supplies or maintenance purchased pursuant to this agreement (The "Goods and Services"), within the time period specified on the front side of this document. Customer shall pay all applicable sales tax, installation and freight charges. If customer fails to make any payment when due, there will be a service charge of five percent (5%) of the total amount due, together with an interest rate of one and one-half percent (1 1/2%) of the total amount due or the maximum legal rate allowed by law, whichever is less. Customer shall pay a \$25.00 service charge on any and all returned checks. Advanced Business Methods terms are net 30 days.
 2. **Taxes.** Customer is tax exempt.
 3. **Default.** If Customer is in default of any term or condition, seller may cancel this agreement in whole or part at any time upon ten- (10) day's written notice. If seller cancels the agreement the agreement will be prorated based upon the unused portion of the term of the agreement. Any amount due to seller will be invoiced and is payable upon receipt. Any amounts due to the customer will be applied to any unpaid invoices prior to refund.
 4. **Business Purpose.** Customer warrants and represents that the goods will be used for business purposes, and not for personal, family, or household purposes.
 5. **Availability.** Customer agrees that the goods are subject to availability and seller reserves the right to substitute models of like specification if practicable. Seller may cancel any order or any part of an order, if item availability or substitution is not available, at any time and seller's sole obligation shall be to return any down payment paid by customer. If parts become unavailable for discontinued equipment, seller reserves the right to delete said equipment in accordance with the terms of this agreement.
 6. **Delivery and Installation.** Seller shall use its standard packaging. Seller shall choose the method of delivery; seller reserves the right to deliver the goods in installments. Customer will pay an invoice when due, without regard to delivery or non-delivery of subsequent installments. Delay in delivery of any installments shall not relieve customer of its obligations to accept remaining installments. Equipment shall be installed in accordance with manufacturer's specification. At customer's sole cost and expense, customer shall insure that equipment is placed in an environment that conforms with the manufacturer's specifications and requirements and will bear all costs and expenses for any additional necessities required for installation such as telephone and electrical wiring, remodeling, and noise and power filters. Any electrical work external to the equipment (i.e. associated peripheral equipment, power, transmission and phone lines) and equipment line cord is not covered by this agreement.
 7. **Title, Identification and risk of loss.** The goods shall be identified to the contract, and risk of loss shall pass to customer when the goods are placed in the hands of the carrier. For goods purchased outright, title will pass to customer upon payment in full. For goods purchased on an installment payment basis title will pass to customer on the installation date.
 8. **Security Interest.** Seller expressly reserves a security interest in the goods until payment in full has been collected and customer agrees to notify seller prior to relocation of any goods for which seller has a security interest. Customer shall execute any other document, including a financing statement or other document similar to the UCC-1, necessary to protect seller's security interest in the goods. Customer authorizes seller to file at customer's expense any financing statement relating to the goods without customer's signature except where prohibited by law.
 9. **Warranties.** Seller warrants and represents that the goods and services of all new copiers and facsimiles sold by Dealer will conform to the description and specification and be free from defects in material and workmanship for ninety- (90) days from the date of this purchase. Within this period Dealer will repair said equipment without charge for parts and labor. This ninety-(90) day period will not cover supplies normally covered under the Dealer maintenance agreement unless the contract for the maintenance agreement is signed at the point of sale. A \$145.00 per hour fee will apply to all service calls regardless of service needed outside of the maintenance agreement with an upfront one-(1) hour minimum.
 10. **Sellers.** Liability is limited to the cost of purchased products by the customer from seller. Seller shall not be liable for any special damages, including but not limited to damages due to loss of data or information of any kind, loss of or damage to revenue, profits or goodwill, damages due to interruption of business, damage to customer's computers or networks, even if the seller has been advised of the possibility of such damages.
 11. **Seller.** Makes no other express or implied warranties and all other warranties are specifically excluded, including any warranty as to merchantability or fitness for particular or special purposes. Seller shall under no circumstances be liable for any special, exemplary, punitive, incidental or consequential damages regardless of the cause.
 12. **Remedy Limitations.** The goods shall not be returned to seller for credit without seller's written consent. No credit will be given after fourteen-(14) days from the date of the invoice. All returns for credit within fourteen-(14) days are subject to up to a 20% restocking fee. All costs of return shall be the responsibility of the customer. Customer's exclusive remedy for breach of warranty shall be replacement or repair of the item or non-conforming parts at the option of seller. Customer expressly waives its rights to special, consequential, exemplary, and incidental or punitive damages.
 13. **Warranty Service.**
 14. **Renewal/Termination.** This is an annual contract that will automatically renew yearly after the initial period unless written notification is received (60) days prior to anniversary date. Said automatic renewal is to provide uninterrupted coverage to customer. This contract will increase in cost annually to adjust with equipment age. This agreement is subject to acceptance by Dealer and will remain in force until cancelled as stated above. Dealer reserves the right to cancel this contract as its discretion upon ten- (10) day's written notice.
- Early Termination Charges**
In the event cancellation notice is not received in writing 60 days prior to the term of this agreement as described above in term paragraph, an early termination charge of the remaining current contract will be billed. Actual notice charges will be divided by 12 X the remaining months of the contract.
15. **Remedial Maintenance.** During the term of this agreement Dealer agrees to perform the maintenance and repair that will keep the equipment in good working order and condition, normal wear and tear included. If Dealer is notified by a customer during the term of the agreement that the equipment is not in good working condition, Dealer will, during Dealer's established service hours make necessary adjustments and repairs including replacement of parts, or replace the equipment versus repair at Dealer's option. Dealer's service hours are 8:00am to 5:00pm Monday thru Friday Central Time, excluding holidays. Dealer may from time to time adjust these hours as may be required in the course of business, at which time the customer will be advised. Service at times other than Dealer established hours may be furnished on "as available basis" at published rates then in effect. Replacement parts may have been used and/or reconditioned. Parts that have been replaced will remain the property of Dealer.
 16. **Dealer** will replace without charge, parts which have been broken or worn through normal use and are necessary to machine servicing and maintenance adjustments, including consumables such as toner, developer, drums and fuser rollers within the limits of their suggested yield. (Paper and Staples are excluded). Additional toner requested beyond 125% of manufacturer's specifications is subject to additional charges.
 17. **Customer Responsibility.** Customer will be responsible for the daily care and cleaning of the top glass, dusting equipment, replenishing toner, replacing disposal tank, clearing jams, reporting meter reads, etc., (where applicable). It is the customer's responsibility to provide a key operator who shall be responsible for normal operator functions listed above. In addition, it is the customer's responsibility to provide Dealer with meter readings as needed. If current meter reading is NOT submitted to seller, Dealer will use an estimated meter reading based on service history for billing period. An image is defined as a standard 8 1/2 x 11 single sided print.
 18. **Customer** agrees that Dealer will not be held accountable to make adjustments, repairs or replacements if Dealer is not provided reasonable access to the equipment.
 19. **Assignment.** This agreement shall not be assigned by customer without seller's express written consent. In the event that seller assigns any of its obligations under this agreement, seller shall remain primarily responsible to perform those obligations. Any claim or defense customer may have relating to those obligations must be asserted on or against seller and not its assignee.
 20. **Notices.** All notices required to be given under this agreement shall be in writing.
 21. **Seller** shall indemnify customer against any costs, losses, damages or liability incurred by customer as the result of any third party's claim of infringement of its patent, copyright trademark which claim arises out of the use of the product by customer. Customer shall immediately notify seller in writing of such claim or demand. Seller shall have the sole right to control, and defense, thereof, and customer agrees that it will not settle any such claim against itself without the prior written consent of seller. Provided however, that seller shall not indemnify customer with respect to any claim relating to product(s) which is/are manufactured according to customer's instructions, or modified by customer or combined with other non-seller products, equipment, systems and/or processes. Failure of customer to provide timely notification of claim to seller shall relieve seller of its obligation to indemnify customer.
 22. **Force Majeure.** Neither party shall be responsible for delays or failure in performance of this agreement (other than failure to make payment) to the extent that such party was hindered in its performance by act of god, abuse, misuse, excess of voltage or power surges, repairs other than those provided by Dealer authorized personnel, civil commotion, labor dispute, or any other occurrence beyond its reasonable control.
 23. **Severability.** If any provision of this agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of the remaining provisions of this agreement.
 24. **Applicable Law.** This agreement shall be governed by the laws of the State of ND and the Uniform Commercial Code as adopted therein without regard to choice of law principles. In the event of litigation or other proceedings by seller to enforce or defend any term or provision of this agreement customer agrees to pay all costs and expenses sustained by seller, including but not limited to, reasonable attorney's fees.
 25. **Seller's Agents.** Customer acknowledges that it has been advised that no agent, employee, or representative of seller has any authority to bind seller to any affirmation promise, representation, or warranty concerning any goods and services, and unless such affirmation, promise, representation, or warranty is specifically set forth in this agreement it does not form a basis of this bargain and shall not be enforceable against seller.
 26. **Customer Documentation.** Customer agrees that any purchase order or other documentation issued to seller covering the goods or services is issued for purposes authorization and customer's internal use only, and any conditions contained therein shall not modify or add to the terms and conditions of this agreement.
 27. **Acceptance.** This agreement and its terms and conditions shall not take effect until accepted and executed by an authorized seller representative at seller's offices in the State of ND.
 28. **Entire Agreement.** This instrument, and any attachments hereto, is the entire agreement between customer and seller and supersedes any proposal or prior agreement, oral written, and any other communications relating to the subject matter of this agreement. The terms and conditions of this agreement shall supersede any terms and conditions which may be contained on any purchase order or other document which may be issued by customer. This agreement shall not be binding unless and until accepted and approved by authorized seller representative.

Customer Initials _____

