



2674 Sims St Suite A
 Dickinson, ND 58601
 (701) 264-1127
 www.abmnow.com

Service Agreement

Order #: 14669	Order Date: 03/08/2024	Sales Representative: Mike Knuth
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Ship To	
City of Dickinson Museum	
188 Museum Dr E	
Dickinson, ND 58601	
Meter Contact:	Robert Fuhrman
Phone:	701/456-7063
Email:	robert.fuhrman@dickinsongov.com

Bill To	
City of Dickinson	
38 1st St W	
Dickinson, ND 58601	
Contact:	Aaron Meyer
Phone:	(701) 456-6225
Email:	aaron.meyer@dickinsongov.com

Term	Base Rate	Start Date	End Date	Base Billing Cycle	Overage Billing Cycle
12 months	\$527	04/01/2024	04/01/2029	annually	annually

Make, Model	Serial #	EQJD #	Base Rate	Beginning Meter Reading		Image Allowance		Overages Billed	
				B & W	Color	B & W	Color	B & W	Color
Canon imagePROGRAF PRO-6600 Printer			\$527.00			1	1	\$0.00	

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

FSMA - FSMA - Full Service Maintenance Agreement. Provides support for all equipment listed on this agreement, trip charges, inspections, on-call repair service, all parts (including drum). EXCLUDES - all supplies. (toner, ink, developer, staples and masters) and support for Networked print /scan / fax utilities.

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

Warranties

There are no warranties, express or implied including but not limited to any implied warranties of merchantability or fitness for a particular purpose.

Title

Title to merchandise is to remain vested in Advanced Business Methods (referred to as ABM) until the full purchase price thereof shall have been paid. Failure to pay the purchase price of merchandise when due shall give ABM the right without liability to repossess that merchandise with or without notice and to avail itself of any legal remedy.

Maintenance Services

During the terms of this contract ABM agrees to maintain the equipment stated above in good operating condition. ABM shall provide parts and labor necessary to maintain equipment which has become unserviceable due to normal usage. All parts replaced will be furnished on an exchange basis. Maintenance services will be provided during regular business hours (8:00a.m to 5:00 p.m.) Monday through Friday, except holidays. If service is provided at Customer's request, not during regular business hours, the Customer agrees to pay for such services at ABM's then applicable rates and terms. Preventative maintenance will be performed at times and intervals to be specified by ABM. Additionally, on call or emergency service will be provided following Customer notification that the equipment is inoperative. Preventative maintenance may be performed in conjunction with regular emergency service calls.

Service Limitations

Maintenance services provided by ABM under this agreement do not include the following:

Repairs or damage resulting from accident, transportation, neglect, misuse, failure or fluctuation of electrical power, telephone equipment or communication lines failure, or environmental conditions. Catastrophic or causes external to the equipment such as, but not limited to, accident, fire and water damage.

Installing or moving equipment, devices, or accessories, or performing services connected with the relocation of equipment. ABM will not be obligated to perform continued service if equipment is moved from its original location or reinstalled without prior consent from ABM.

Repairs made necessary because of the service that was provided by persons other than ABM representatives.

Replacement of parts required by other than normal wear and tear, i.e. exit trays, copy cabinet, removable cassettes, exposure glass, or other breakable items that are not related to the mechanical or electrical operation of the equipment. Repairs or service calls resulting from accessories or consumables not provided or approved by ABM.

Support Service Limitations

This maintenance agreement does not extend to software, network printing, scanning or any external interface equipment. The purchaser will be solely responsible for obtaining, installing and maintaining all required non-equipment related software, programming, design or coding. If service is provided at Customer's request, the Customer agrees to pay for such support services at then current rate.

Reconditioning

Rebuilding or major overhauls are not covered by this agreement. ABM, in its sole discretion May determine that age factors of the equipment are beyond the normal scope of this Service Agreement. As a result, ABM will submit to the Customer an estimate for repairs and reconditioning. These costs are not covered by this agreement. If the Customer does not authorize such reconditioning, then ABM may at its option (i) discontinue this agreement and Refund any unused portion or (ii) refuse to renew this agreement upon expiration. Thereafter, Services will be available on an on-call basis at the then current rate.

Charges

The minimum charges will be invoiced monthly, quarterly, semi-annually, or annually based upon the billing cycle specified. All maintenance amounts will be payable by the Customer in advance with the excess rate per copy charges billed in arrears. ABM may adjust any charges from time to time to correspond to the then current rate. Charges for any equipment added to this agreement will be at the then current rate.

Term

This agreement is effective from commencement date and shall automatically renew annually at the then current rate unless canceled in writing 60 days prior to the expiration of this agreement. ABM may terminate this agreement upon written notice prior to any renewals.

Customer Responsibilities

The Customer will provide reasonable facilities such as but not limited to, adequate working space including heat, light and electrical power outlets. If equipment has remote capabilities, the Customer will provide telephone or necessary communication lines. The Customer will provide a key operator for the equipment and make available operators for instruction in use and care of the equipment. All supplies for use with the equipment must meet with the manufacturer's specifications.

Meter Readings

The customer is allowed the number of copies/scans as provided by the annual copy allowance. In the event that the actual copies/scans exceed the allowance, the customer agrees to pay an additional amount equal to the excess copies times the excess rate per copy. The Customer further agrees to provide ABM true and accurate meter readings as requested. If meter readings are not provided on a timely basis, ABM reserves the right to estimate meter readings based upon previous reading.

Flat-Rate

Rates for any flat-rate agreements that do not require the capture, reporting and billing of device. Meters are calculated off of customers previous usage history and may be revised during the term of the agreement if necessitated by an unusual increase in overall usage

Limitations of Liability

In providing maintenance, ABM does not assure uninterrupted operation of the equipment and is not responsible for failure to render services due to causes beyond its control.

ABM's liability to the Customer for damages from any cause whatsoever and regardless of the form of action, whether in contract or in tort, including negligence, shall not exceed the charges paid or payable for one year of maintenance that is the subject matter of or is directly related to cause of action. Such charges will be those in effect when the cause of action arose. If either party defaults in its obligations under this agreement and the default continue for 30 days after written notice thereof by the other party, this agreement may be terminated by the other party without prejudice to any other remedy.

Delivery

Delivery will be made in accordance with the established delivery schedules subject to any and all conditions beyond the control of ABM. Freight charges will be added to invoice. Upon expiration of agreement, net supply quantities due will automatically be shipped and invoiced.

Taxes

Customer agrees to pay all applicable taxes that may be measured by the prices herein or the products use, as well as file personal property reports and pay personal property taxes covering products ordered by Customer.

Late Charges & Default

Customer agrees to pay late payment charge with respect to each invoice or portion thereof in default more than thirty (30) days from date of invoice, computed monthly at the maximum rate allowed by state law. Should Customer fail to make payment within thirty (30) days of its due date or should Customer be or become insolvent or be a party to any bankruptcy or receivership proceeding prior to the full payment hereunder, ABM may, with or without written notification to Customer, declare and demand the entire unpaid balance immediately due and payable. ABM's right to the purchase price is in addition to all other remedies provided by law or equity. Customer agrees to pay all applicable costs and reasonable attorney fees to the extent permitted by law for the collection of payments due under this Agreement.

Limits of Liability

In no event will ABM be liable for any loss of data, lost profits or any other special, indirect, or consequential damages, or for any claim against the Customer by any other party.

Assignment

Without the prior written consent of ABM, the Customer may not assign this agreement. Any attempt to assign any of the rights or obligations of this agreement without such consent is void.

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 3 x monthly average billings (actual annual charges divided by 12) will be billed.

Entire Agreement

This agreement constitutes the entire agreement between the Customer and ABM, and supersedes any previous agreements between the Customer and ABM.

Customer Initials