



Company Information

Town of Dundee, Florida

Bill To Address

Town of Dundee, Florida

P.O. Box 1000

Dundee, FL 33838

Contacts

Dex Imaging Sales Representative

Name: James McMullen

Phone: 407.294.4116 x.1348

Email: James.macmullen@deximaging.com

A/P Billing Contact

Name: Gina Garretson

Phone: 863-438-8330 x225

Fax:

Email: ap@townofdundee.com



SALES ORDER / SERVICE AGREEMENT

EQUIPMENT DELIVERY LOCATION

Town of Dundee, Florida
124 Dundee Rd.
Dundee, FL 33838

Delivery Contact: Joseph Carbone
Phone: 863-438-8330
Email: jcarbone@townofdundee.com

EQUIPMENT

Wide Format Service Contract Monthly

Base	SQ FT Included	Mono Lines	Color Lines	Low Density	High Density
\$295.55	2,500	.0992	.0992	.2119	.4553
Pixel Density	Mono/Color Lines	Less than 10%	Less than 10%	11 - 50%	Greater than 50%

Included: Parts, labor & supplies.

Make	Model	Serial	ID#	Purchase Price
HP	DesignJet XL 3800dr			\$18,818.15

Acc: White Glove

Acc:

Acc:

Acc:

Acc:

Acc:

Acc:

Acc:

Acc:

Acc:

Acc:

Special Instructions:

44100000-24-NASPO-ACS

initials: _____

EQUIPMENT SERVICE AGREEMENT TERMS AND CONDITIONS

SCOPE OF COVERAGE

This Agreement covers both labor and material for adjustments, repairs, and replacement of parts as necessitated by normal use of the equipment except for normal key operator responsibilities and others as herein provided. Damage to the equipment and/or its parts arising from misuse, abuse, negligence, or causes beyond DEX IMAGING' control (including acts of God or natural disasters) is not covered. In addition, DEX IMAGING may terminate this Agreement if the equipment is modified, damaged, altered, or serviced by personnel other than those employed or authorized by DEX IMAGING, or if parts, accessories, or components not authorized by DEX IMAGING are fitted to the equipment.

1. BUSINESS HOURS FOR SERVICE

Maintenance services shall be provided here under only during DEX IMAGING's normal business hours, which shall consist of 8:00 AM to 5:00 PM, Monday through Friday, exclusive of DEX IMAGING holidays and subject to change by DEX IMAGING.

2. EXTENT OF LABOR SERVICES, REPAIR, AND REPLACEMENT PARTS

Labor performed during a service call includes lubrication and cleaning of the equipment and the adjustments, repair, or replacement of parts. All parts necessary to the normal operation of the equipment will be furnished free of charge. If the equipment is interfaced to a computer or computer network, this Agreement covers only the labor, parts, software, and updates that are provided by the equipment manufacturer/DEX Imaging which are necessary to interface the connected product. Accessories, Media, and/or Software not sold in conjunction with the connected product and not listed in Appendix A are not covered under this agreement.

2a. BASIC CONNECTIVITY: We are not responsible for Your network. It is agreed that if Our Support Technician can connect a laptop computer directly to the equipment and print a test page, then the network communication functions of the equipment are considered operational. Any other network support, to include re-establishing Your network settings and / or connections after You have had computer work done or changing ISPs will be charged at the prevailing IT rates

3. TERM

This Agreement shall become effective upon receipt and acceptance by DEX IMAGING and shall continue congruent to Rental terms. It shall be automatically renewed for successive one-year periods.

AUTOMATIC RENEWAL- This Agreement is subject to annual increase during the initial term and shall be automatically renewed upon the expiration of the initial term for successive renewal terms. In no case will the renewal or annual increase exceed a 12% price increase over the prior period excluding the Media consideration outlined in Section 11.

TERMINATION - The Initial Term of this Agreement shall be as set forth above. In the event that DEX IMAGING terminates this Agreement due to uncured Customer breach, or if the Customer elects to terminate Maintenance prior to the expiration of the Initial Term, or any subsequent Renewal Term, without cause, Customer will be responsible for the payment of early termination charges which shall be calculated as the average of the three (3) most recent billing periods, total billing multiplied by the number of months remaining in the unexpired Initial Term or Renewal Term.

CUSTOMER METER READING AND REPORTING OBLIGATIONS - Customer agrees to provide DEX IMAGING with accurate and timely meter readings at the end of each applicable billing period by the Monitoring Software during the Initial Term and all subsequent Renewal Terms.

4. WIDE FORMAT CONTRACT TYPES

Labor Only – Parts, Supplies, and Service Maintenance kits at a charge. Labor costs are covered.

Time & Materials – Excluding consumables.

Contractual –Billing by pixel density categories. Includes all parts, labor, ink, with media optional.

5. CHARGES

The charge for maintenance under this Agreement shall be the amount set forth on the reverse side hereof. The charge with respect to any 12-month Renewal Term will be the charge in effect at the time of renewal. Customer agrees to pay the total of all charges for maintenance during the Term and any Renewal Term within fifteen (15) days of the date of invoice date for such charges. Billing is based on square footage used according to the Pixel coverage category.

6. CUSTOMER CHANGES

DEX IMAGING also reserves the right to terminate this Agreement in the event that it shall determine that such changes, alterations, or attachments make it impractical for DEX IMAGING to continue to service the Equipment. Customer must advise DEX IMAGING of any equipment movements not performed by DEX IMAGING via the portal at www.deximaging.com. This can be completed by selecting machine movement found within the service dropdown located on the site.

7. POWER REQUIREMENTS

Equipment under this Agreement must have a DEX IMAGING approved surge protector/power filter. Customer agrees to provide the power recommended by the equipment manufacturer. Customer understands that service or parts required due to improper power, telephone lines, or computer cabling not supplied by DEX IMAGING or an authorized agent of DEX IMAGING, may not be covered under this Agreement.

8. WAIVER OF JURY TRIAL

CUSTOMER HEREBY EXPRESSLY WAIVES TRIAL BY JURY AS TO ANY AND ALL ISSUES ARISING OUT OF, OR IN ANY WAY RELATED TO THIS EQUIPMENT ORDER.

9. BREACH OR DEFAULT

If the Customer does not pay all charges for maintenance, parts, or supplies as provided hereunder, promptly when due: (1) DEX IMAGING may (a) refuse to service the equipment, (b) furnish service on a C.O.D. "per call" basis at published rates, or invoice the Customer for early termination charges in accordance with the termination paragraph, and (2) the Customer agrees to pay DEX IMAGING cost and expense of collecting including the maximum attorney's fees permitted by law.

If the equipment is moved to a new service zone, DEX IMAGING shall have the option to charge, and the Customer agrees to pay, the difference in published maintenance charges between current zone and new zone, assessed on a pro rata basis. If equipment is moved beyond DEX IMAGING' service zone, Customer agrees to pay a fair and reasonable up charge for continued service under this Agreement, considering the distance to Customer's new location and DEX IMAGING published rates for service on a "per call" basis. If Customer uses supplies other than DEX IMAGING' supplies, and such supplies are determined to be defective or not acceptable by DEX IMAGING and/or cause abnormally frequent service calls or service problems, then DEX IMAGING may, at its option, terminate this Agreement. In that event, Customer may be offered service on a "per call" basis at published rates. It is not a condition of this Agreement, however, that the Customer uses only DEX IMAGING supplied materials.

10. NO WARRANTY

Other than the obligations set forth herein, DEX IMAGING DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. DEX IMAGING SHALL NOT BE RESPONSIBLE FOR DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES ARISING OUT OF THE USE OR PERFORMANCE OF THE EQUIPMENT OR THE LOSS OF THE EQUIPMENT.

11. CONSUMABLES

Ink bottles or cartridges will be shipped via electronic alerts generated by DEX IMAGING Monitoring Software. DEX IMAGING reserves the right to bill for premature ink cartridge removal. .0085 has been added to the square foot rates shown on the front of this agreement in lieu of freight. In a cost per square foot contract, all unused consumable items remain the property of DEX IMAGING. At contract termination, all unused consumable items, Ink bottles/cartridges, printheads, maintenance kits, etc. must be promptly returned to DEX IMAGING. Dex Imaging reserves the right to adjust prices due to market fluctuation of 15% annually, without notice. Any increase exceeding 15% will come with a 30-day notice. **Media Pricing does not include freight.**

12. MISCELLANEOUS

This Agreement shall be governed by and construed according to the laws of the State of Florida and is applicable to agreements wholly negotiated, executed, and performed in the State. It constitutes the entire Agreement between the parties and may not be modified except in writing, signed by duly authorized officers of DEX IMAGING.

Date: _____
Initial: _____



APPROVALS

TOTALS

Subtotal: \$18,818.15 Tax: _____ Total: _____

SPECIAL INSTRUCTIONS

44100000-24-NASPO-ACS

3. TERMINATION CLAUSE: With regards to early termination. After the initial 12 months this contract will continue to renew for addition 12 month periods. After the initial 12 month period DEX agrees to allow The Town of Dundee to cancel with 30 days written notice with NO PENALTY or EARLY TERMINATION FEES. The amount of ink supplied by DEX that remains in the device will be prorated and charged based on NASPO ink pricing. Example - if the machine still has 50% ink life remaining in the device - DEX will take 50% of the NASPO price for ink and charge as part of a final invoice.

DEX Sales Associate: _____

Customer's Authorized Representative

Signature:

Authorized Signature

Name/
Title:

Date:

Approvals

I have read and agree to all terms and conditions contained in the document.

DEX Imaging LLC

Regional Service Director

DEX Wide Format Specialist

Name: _____

Name: Brian Basinski

Date: _____

Date: 9/10/2026