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## COMPREHENSIVE SERVICE PROGRAM

**DIGITAL  
 COPIERS/PRINTERS/MFP's/  
 FAX MACHINES**

EQUIPMENT			START			COPIES PER BILLING CYCLE	BASE CHARGE	
MAKE	MODEL	SERIAL #	DATE	METER	TERM		A	Q
Toshiba	e3508A	CGEF16606			1YR	3,000	M	\$25.00
Please record Email address for meter reading requests								
<b>PER COPY RATE</b>								
Base Rate Above								
<b>EXCESS COPY CHARGE</b>								
0.007								
PLAN								

### MAINTENANCE AGREEMENT COPIER & FAX PLAN TYPES

**Plans**

- A Covers parts, labor, drums, PM kits and toner (excludes paper, staples, color toner, optional color units, & shipping)
- B Covers parts, labor, drums, PM kits (excludes paper, toner, staples & shipping)
- C Covers parts and labor only (excludes drums, paper, toner, PM kits, staples & shipping)
- D Covers parts, labor, drums, PM kits, black and color toner (excludes paper, staples & shipping)
- E External Fiery/controller parts and labor only
- F Excluded, not covered under any service program

This contract is a one year Maintenance Agreement billed according to the terms specified above.

BILLING ADDRESS				INSTALLATION ADDRESS			
Company Name <b>Effingham County Board of Commissioners</b>				Company Name <b>Effingham County Tax Commissioner</b>			
Address <b>601 N. Laurel St.</b>				Address <b>901 N. Pine St., Room 104</b>		Phone <b>912-754-2121</b>	
City <b>Springfield</b>	State <b>GA</b>	Zip <b>31329</b>		City <b>Springfield</b>	State <b>GA</b>	Zip <b>31329</b>	
Attention	Phone <b>912-754-2159</b>			Fax	Email		

DocuQuest, Inc., will be designated as DocuQuest in the following agreement. Customer agrees to purchase and DocuQuest agrees to provide maintenance service for the equipment identified above, in accordance with the terms and conditions of this agreement. No terms or conditions, expressed or implied, are authorized unless they appear on the original of this agreement, signed by the customer and an authorized DocuQuest representative.

THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF ARE INCORPORATED IN AND MADE PART OF THIS AGREEMENT. NO CHANGE, ALTERATION OR AMENDMENT OF THE TERMS OR CONDITIONS OF THIS AGREEMENT ARE AUTHORIZED UNLESS THEY HAVE BEEN AGREED TO IN WRITING BY AN AUTHORIZED OFFICER OF DOCUQUEST, INC.

DocuQuest, Inc.			CUSTOMER ACCEPTANCE		
DocuQuest Representative <i>John P. Russan, President</i>			Company Name Effingham County Board of Commissioners		
Authorized Signature <i>[Signature]</i>			Authorized Signature <i>Wesley M. Corbitt</i>		Date <b>03/03/2020</b>
Office Address 110 Pipemakers Circle, Suite 101			Printed Name Wesley Corbitt		Title Chairman
City Pooler	State GA	Zip 31322	Purchase Order No.		P.O. Date

## TERMS AND CONDITIONS

## **1. GENERAL SCOPE OF COVERAGE**

This agreement covers both the labor and the material for adjustments, repairs and replacements of parts as necessary by normal use of equipment except as hereinafter provided. Damage to the equipment or its parts arising out of misuse, abuse, negligence, or causes beyond DocuQuest's control are not covered. In addition, DocuQuest may terminate this agreement in the event the equipment is modified, damaged, altered or serviced by personnel other than those employed by DocuQuest, or if parts, accessories, or components not authorized by DocuQuest, Inc. are fitted to the equipment.

## **2. SERVICE CALLS**

Service calls under this agreement will be made during normal business hours at the installation address shown on the reverse side of this agreement. Travel and labor time for service calls after normal hours, on weekends and on holidays, if and when available, will be charged at overtime rates in effect at the time the service call is made. Additional Fuel Surcharges may apply.

## **3. EXTENT OF LABOR SERVICES**

Labor performed during a service call includes lubrication and cleaning of the equipment and the adjustments, repair or replacement of parts described in paragraph 4.

## **4. REPAIR AND REPLACEMENT OF PARTS**

All parts necessary to the operation of the equipment, with the exception of the parts listed below, and subject to the general scope of coverage, will be furnished free of charge during a service call included in the maintenance service provided by this agreement. Exceptions are shown on the front side of contract.

## **5. TERM**

This agreement shall become effective upon receipt by DocuQuest of the initial maintenance charge provided on the reverse side hereof, and shall continue for the annual service period specified on the face of this agreement or up to the allowable maximum copy volume. It shall automatically renew for successive similar periods subject to the receipt by DocuQuest of the maintenance charge in effect, provided that the customer is not then in default. This contract is subject to Annual increases. Customer is required (where applicable) to provide meter readings each Month, Quarter, etc. as applies to the contract billing set up. If meters are not provided customer accepts that estimated meter readings will be used based on service history for billing purposes. In addition to any other rights under this agreement, DocuQuest may terminate this agreement at any time by giving 30 days prior written notice to the other party, and the unused portion of that maintenance charge will be refunded. Customer may terminate this agreement by notifying DocuQuest in writing within 30 days of the annual expiration date. Prorated charges will be billed at the time of cancellation.

## **6. CHARGES**

The initial charge for maintenance under this agreement shall be in the amount set forth on the reverse side hereof. The maintenance charge with respect to any renewal term will be the charge in effect at the time of renewal. Annual increases are based on increases in parts and labor costs associated with the equipment. Customer agrees to pay the total of all charges for maintenance during the initial term and any renewal term within 10 days of the date of DocuQuest, Inc.'s invoice for such charges. Customer understands that alterations, attachments or specification changes may require an increase in maintenance charges and agrees to pay such charges promptly when due. DocuQuest reserves the right to share costs of national fuel increases on contracts that provide for labor and connectivity.

## **7. BREACH OR DEFAULT**

If the customer does not pay all charges for maintenance, supplies or parts as provided hereunder, promptly when due: (1) DocuQuest may (a) refuse to service the equipment or (b) furnish service on a C.O.D. "Per Call" basis at published rates and (2) the customer agrees to pay DocuQuest's costs and expense of collection including the maximum attorney's fee permitted by law, said fee not to exceed 50% of the amount due hereunder.

If equipment is moved to a new DocuQuest service zone, DocuQuest shall have the option to charge, and the customer agrees to pay the difference in published maintenance charges between the current zone, such charges to be assessed on a pro rata basis. Equipment must be moved by an authorized Toshiba agent. Failure to use an authorized Toshiba agent may result in cancellation of maintenance contract. Charges apply based on type of move. Minimum charge is 150.00

This equipment is designed to give excellent performance with manufacturer's (of that machine) supplies including paper, developer, toner, and fuser oil. If the customer uses other than manufacturer's supplies and these supplies cause abnormally frequent service calls or service problems, then DocuQuest may, at its option, terminate this agreement and the unused portion of the maintenance charge will be refunded. In that event, the customer will be offered service on a "Per Call" basis at published rates.

## **8. NO WARRANTY**

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

## **9. MISCELLANEOUS**

This agreement shall be governed by and construed according to the laws of the State of Georgia applicable to agreements wholly negotiated, executed and performed in the state of Georgia. It constitutes the entire agreement between the parties and may not be modified except in writing signed by duly authorized officers of DocuQuest, GEORGIA and the customer.