



December 3, 2018

JASMINE DE SMET  
TRAINING FACILITY COORDINATOR  
MERIT CENTER  
1001 WEST ERIE ROAD  
MARSHALL, MN 56258

Reference: Maintenance Service Agreement 14966 for Driving Simulation System No. 44349

Dear JASMINE DE SMET:

Your current maintenance service agreement expires on 12/31/18. Attached is a renewal Maintenance Service Agreement for your consideration. This agreement provides regularly scheduled preventive maintenance calls including parts, labor and travel costs. Emergency service will also be provided as necessary. The price of this service is **\$8,700.00** for the period of **1/01/19** through **12/31/19**.

Preventive maintenance keeps your systems operating properly and insures that your downtime remains minimal. An added advantage of a maintenance service agreement is that it allows your organization to budget operating costs in advance. You will not, therefore, be faced with unbudgeted repair costs.

***Please have an authorized representative sign the Maintenance Service Agreement and return it to Doron's Customer Service Department.*** Upon our receipt of the signed Maintenance Service Agreement an invoice will be sent to you. In the event the contact person, telephone number or e-mail address has changed; please provide us with the correct information. A fully executed copy of the Agreement will be returned to you for your records.

If you have any questions concerning this Maintenance Service Agreement, please feel free to contact me at (607) 772-1610 ext. 313 or by e-mail at [mrothwell@doronprecision.com](mailto:mrothwell@doronprecision.com).

Best regards,

A handwritten signature in blue ink that reads "Mark Rothwell".

Mark Rothwell  
Manager  
Customer Service

MCR:mac  
Enclosure

[jasmine.desmet@ci.marshall.mn.us](mailto:jasmine.desmet@ci.marshall.mn.us)

**DORON PRECISION SYSTEMS, INC.**  
**P.O. BOX 400, BINGHAMTON, NEW YORK 13902-0400**  
**MAINTENANCE SERVICE AGREEMENT - DRIVING SIMULATION SYSTEM**  
**OPTIMUM COVERAGE PLAN**

CUSTOMER: **MARSHALL POLICE DEPARTMENT**  
**LAW ENFORCEMENT CENTER**  
**611 WEST MAIN STREET**  
**MARSHALL, MN 56258**

CUSTOMER NUMBER: **3113100**  
CONTRACT NUMBER: **14966**  
  
SITE NUMBER: **44349**

Doron Precision Systems, Inc. (hereinafter called DPS) agrees to maintain and service in the manner and to the extent hereinafter specified based upon the terms and conditions stated herein for the sum of **\$8,700.00** on the **1 Place 550LEplus** located at **MERIT CENTER, 1001 WEST ERIE ROAD, MARSHALL, MN**

**1. MAINTENANCE AND SERVICE INCLUDED IN THE AGREEMENT**

- A. DPS shall provide regular maintenance and emergency service consisting of periodic on-site visits during the term of the agreement to lubricate, adjust and repair system for normal operation. Service parts required, except those defined in paragraph 2 below, shall be included at no additional cost to the customer. (Timely service is predicated on the customer providing ready access to the system).

DPS shall provide prompt emergency service during normal business hours, holidays and weekends excluded. Emergency Service is defined as any problem that causes any one (1) cab or the Instructor Station to become completely inoperative. Calibrations, bulb replacement, and mechanical adjustments are not considered emergency service.

**2. MAINTENANCE AND SERVICE NOT INCLUDED IN THE AGREEMENT**

- A. Repairs necessitated by willful abuse, neglect, accident, fire, acts of God, riot, or other causes beyond the control of DPS are not included in the Agreement.
- B. Expendable items (i.e. audio-visual materials, printer paper, projection lamps, recording tape, pilot lamps, printer heads, and all other non-electrical or non-mechanical parts) are not included in this Agreement.
- C. DPS shall not be responsible for the AC Power Source, any mobile unit (such as trailer or bus), heat or air conditioning units or other equipment furnished by DPS but listed or otherwise identified as manufactured by another.
- D. DPS shall not be responsible for maintenance of the printer, projector and audiovisual playback unit unless otherwise stipulated herein.
- E. Visual display: please refer to User's Guide for proper operation of visual display devices. Image burn-in is not covered under this Agreement.
- F. Normal wear on items such as seats and carpet is not covered by this Agreement.
- G. Requested repairs not covered by this Agreement shall be paid by the Customer at the current demand service rate, portal-to-portal, plus travel expenses and parts.

**3. PAYMENT**

Payment for maintenance and services under this Agreement shall be made annually, in advance. All other services performed shall be payable on a net thirty (30) day basis.

**4. LIABILITY**

- A. The limit of DPS liability shall be: (1) to repair or service the system to return to operational condition; or (2) to make an equitable adjustment in the maintenance charge. In no event shall DPS be liable for special or consequential damages.
- B. DPS shall not be responsible for any loss or damage due to delay or failure of DPS to render timely service hereunder, where such delay is due to any cause beyond the reasonable control, in whole or in part, by DPS. (See 1A)

**5. TERM OF AGREEMENT**

The Term of this Agreement shall be for **12** months commencing on **1/01/19**. DPS may offer a renewal Agreement on or before expiration of this Agreement to sustain continuity of service.

**6. CONTACTS**

Customer contact for access to the system shall be **JASMINE DE SMET** at **507.337.6163**.

7. The provisions hereof constitute the entire Agreement between the parties and shall not be altered except by a written amendment signed by both parties.

**8. This Agreement shall not be considered binding until signed for acceptance by a DPS Authorized Representative.**

\_\_\_\_\_  
Customer Authorized Representative Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Customer Purchase Order Number

\_\_\_\_\_  
DPS Authorized Representative Signature

\_\_\_\_\_  
Manager, Customer Service

\_\_\_\_\_  
Title

\_\_\_\_\_  
December 3, 2018

\_\_\_\_\_  
Print Date