

**SUPERIOR SIMULATOR SERVICE
3732 EAST 4TH STREET
SUPERIOR, WI 54880
MAINTENANCE SERVICE AGREEMENT**

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

**CUSTOMER NO: 3548562
CONTRACT NO: 1920**

Superior Simulator Service, (hereinafter called SSS) 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 **\$1495.00**, on the following **1** Driving Simulation System:

<u>SITE NO</u> 5376920	<u>SYSTEM</u> 1 Place 550EPlus	<u>LOCATION</u> Merrit Center
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1. MAINTENANCE AND SERVICE INCLUDED IN BASIC COVERAGE

- A. Regular Maintenance and Service consisting of **2** periodic inspections per site per agreement period to lubricate, calibrate, adjust and repair system for normal operation. Service parts required shall be included at no additional cost to the customer, if a service part is not a stock item of SSS it would be the responsibility of the customer to purchase from Doron Precision Systems
- B. SSS shall provide emergency service during normal business hours, holidays and weekends excluded. An emergency is defined as any problem the causes any one cab or Instructor Station become to completely inoperative.
Calibrations, bulb replacement, and mechanical adjustments are not considered emergency service

2. SERVICE NOT INCLUDED IN BASIC COVERAGE

- A. Service calls in excess of item 1, Basic Coverage, shall be provided by SSS at customer request, and will be invoiced at the current demand service rate, portal-to-portal, plus travel expenses and parts.
- B. Repairs necessitated by willful abuse, neglect, accident, fire, acts of God, riot, or other causes beyond the control of SSS are not included in the basic coverage. Requested repairs will be invoiced at the current demand service rate, portal-to-portal, plus travel expenses and parts.
- C. Expendable items (i.e. audio-visual materials, printer paper, projection lamps, print cartridges, and all non-electrical or non-mechanical parts) shall not be included in this agreement.
- D. SSS shall not be responsible for the maintenance of the AC Power Source, Computer Monitors, LCD Projectors, DVD Players, Third Party manufactures and Audio Amplifiers unless otherwise stipulated herein.

3. PAYMENT

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

4. LIABILITY

- A. The limit of SSS liability shall be: (1) to properly repair or service the system; or (2) to make an equitable adjustment in the maintenance charge. In no event shall SSS be liable for special or consequential damages.

5. TERMS OF AGREEMENT

The term of this agreement shall be for **12** months commencing on **2/15/2019** * SSS shall offer renewal agreement on or before expiration of this agreement to sustain continuity of service.

***This contract offer is valid for 60 days from commencement date.**

6. CONTACTS

Customer contact for access to the system shall be:

<u>CONTACT</u> JASMINE DE SMET	<u>PHONE</u> 507.337.6163	<u>LOCATION</u> Merrit Center
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- 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 countersigned for acceptance by SSS Authorized Representative in Superior, Wisconsin.**

Customer Authorized Representative Signature

SSS Authorized Representative Signature

Title

Title

Customer Purchase Order Number

Print Date