CITY OF RICHLAND CENTER - AGENDA ITEM DATA SHEET

Agenda Item: Rhyme Agreement No. 3289343, a 60-month contract for copier equipment.

Committee Review: N/A

Meeting Date: General Government Committee – July 28, 2026

Presented by: Misty Molzof, Treasurer

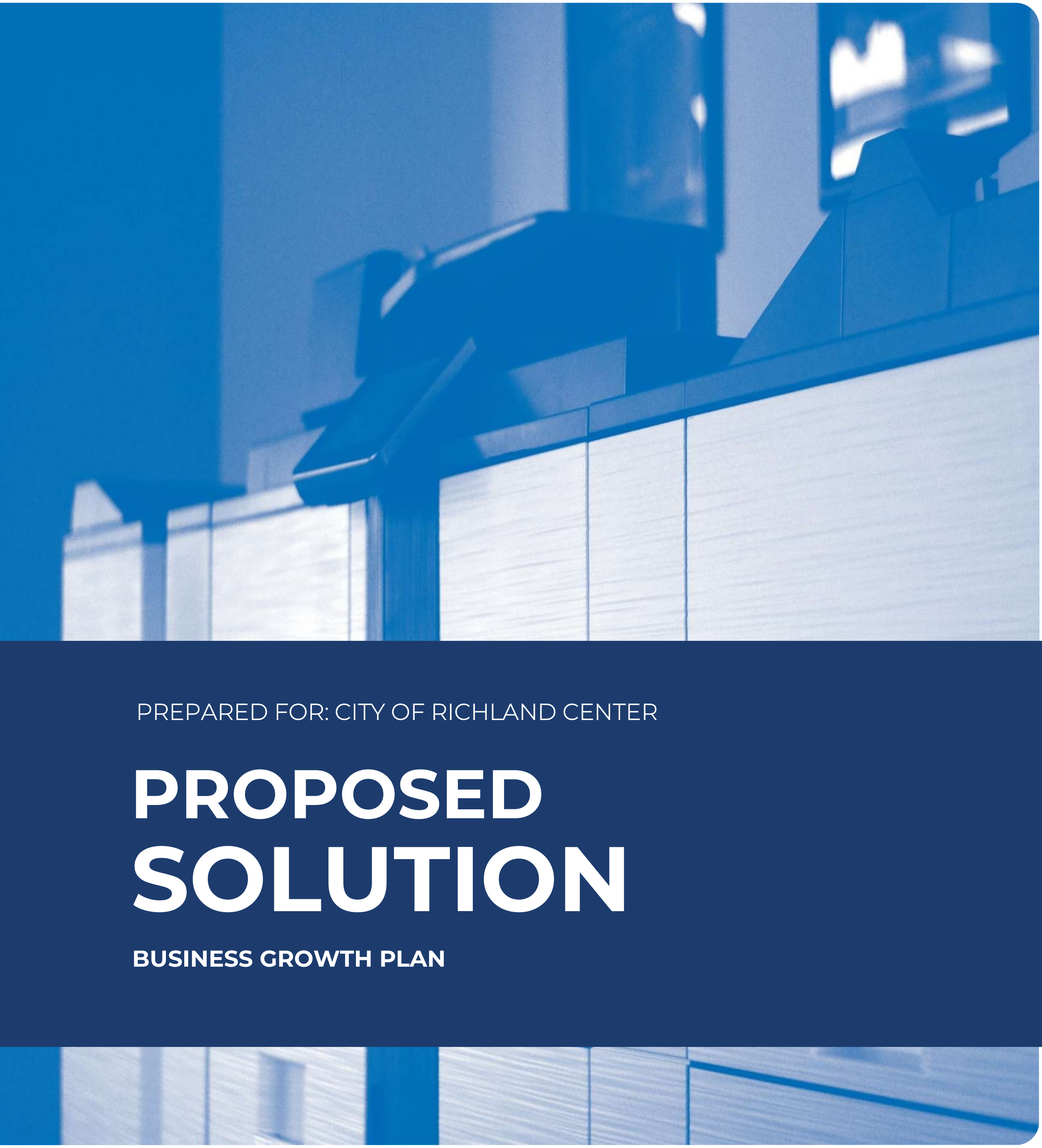
Recommended Action Items:

1. Recommend Common Council approval of Rhyme Agreement No. 3289343, 60-monthth contract as presented (Page 6 of the project proposal), monthly base payment of $477.71 for replacement of 3 copiers/scanners/fax with 2 Sharp BP-71C31 MFPs.

Reasons to replace existing equipment with proposed:

1. Current Agreement expires December 2025, and machines will no longer be under service agreement.
2. Current machines are not conducive to new work environment creating inefficiencies in our workflow and effort of moving forward with digital record keeping.
3. Machine in lobby and in city office will be the same model with the same features – consistent in their use and functions and identical to set up on network.
    a. Lobby machine is primarily used by Zoning, Public Works, and Mayor, with some usage by the utilities.
    b. City Office machine is primarily used by Administrator, Clerk, Treasurer, and Admin Assistant.
4. Cost savings - $95.49/month or $1,145.00 annually.
    a. Currently paying $573.20/month average
    b. New Contact amount is $477.71/month average
5. By removing the fax line, and joining with the Library E-Gold Fax Account, we will also save an additional $45/Month or $540/Year.

Rhyme



PREPARED FOR: CITY OF RICHLAND CENTER

PROPOSED SOLUTION

BUSINESS GROWTH PLAN

Rhyme

PROPOSAL OVERVIEW

Throughout our proposal Rhyme will address the following Print Management Objectives:

- ✓ Provide premium customer service and implementation assistance through dedicated account management and technical support.
- ✓ Continued use of the Auto Toner Replenishment program for easy supply management.
- ✓ Implement a cloud fax platform for cost reduction and simplified fax workflows within the city.
- ✓ Contract with one local partner that provides all hardware, service, and support.

Sincerely,

Ben Havlicek

Client Manager
Rhyme

P: (800) 362-4333
E: bhavlicek@rhymebiz.com

www.rhymebiz.com

TABLE OF CONTENTS

Rhyme

CURRENT STATE OVERVIEW

Below is a summary of your current fleet. The following pages outline our recommendations and pricing structure.

CURRENT EQUIPMENT SUMMARY

Location	Current Model
City Lobby	Sharp MX-3071
City Administrator Office	Sharp MX-B557P
Clerk's Office	Sharp MX-C407F

Current Cost of Operations	
Base Monthly Contract	$472.58/month
Average Overage Cost	$100.62/month
Total Average Monthly Cost of Operations	**$573.20/month**

CHALLENGES & GOALS WITH CURRENT STATE

Through collaboration we've identified the following goals and objectives the proposed solution must meet:

- ✓ Right-size maintenance contract
- ✓ Reorganize equipment layout based on current needs
- ✓ Eliminate equipment that is no longer needed
- ✓ Stay within current budget

PROPOSED SOLUTION FINANCIALS – OPTION 1

RECOMMENDED EQUIPMENT SUMMARY

Model	QTY	Description
Sharp BP-71C31 (Lobby)	1	31 PPM BW/Color MFP 4-550 sheet paper trays, inner stapling finisher & 3-hole punch
Sharp BP-C535WD (Clerk)	1	35 PPM A4 Color MFP, 2-550 sheet paper trays and cabinet stand

PROPOSED COSTS

Monthly: $488.78/month

Lease Term (Months): 60

Sharp BP-71C31

- **BW Cost Per Page:** $0.00943
- **Color Cost Per Page:** $0.05194

Sharp BP-C535WD

- **BW Cost Per Page:** $0.02014
- **Color Cost Per Page:** $0.1049

Pages included for Sharp BP-70C31: 650 BW/mth & 1,200 Color/mth
Pages included for Sharp BP-C535WD: 1,000 BW/mth & 1,300 Color/mth
***pages included based on 2025 & 2026 volumes**

PROPOSED SAVINGS

Period	Total
Monthly	**$84.42**
5-Years	**$5,065.20**

ALL-INCLUSIVE PRICING

Our all-inclusive plans include the following at no additional cost:

- ✓ Help Desk & End-User Training
- ✓ Delivery & Installation
- ✓ Service & Toner Package

Rhyme

PROPOSED SOLUTION FINANCIALS – OPTION 2

RECOMMENDED EQUIPMENT SUMMARY

Model	QTY	Description
Sharp BP-71C31 (Lobby)	1	31 PPM BW/Color MFP 4-550 sheet paper trays, inner stapling finisher & 3-hole punch
Sharp BP-71C31 (Clerk)	1	31 PPM BW/Color MFP 4-550 sheet paper trays, inner stapling finisher & 3-hole punch

PROPOSED COSTS

Monthly: $477.70/month

Lease Term (Months): 60

Sharp BP-71C31s

- **BW Cost Per Page:** $0.00943
- **Color Cost Per Page:** $0.05194

Pages included: 1,700 BW/mth & 2,600 Color/mth

***pages included based on 2025 & 2026 volumes**

PROPOSED SAVINGS

Period	Total
Monthly	$95.50
5-Years	$5,730.00

ALL-INCLUSIVE PRICING

Our all-inclusive plans include the following at no additional cost:

- ✓ Help Desk & End-User Training
- ✓ Delivery & Installation
- ✓ Service & Toner Package

OPTIONAL SOFTWARE ADD-ONS: EGOLDFAX

Faxing from the cloud offers many benefits over traditional faxing.

What is included?

- 250 incoming and outgoing fax pages per month
- Overages invoiced at $0.10 per page
- **Cost: $30.49/mth**
- Porting of existing fax numbers (one time porting fee of $20.00 per number)
- Can merge with Brewer Public Library account
- No hardware necessary
- Current analog fax line(s) can be discontinued

- ✓ **Scalability:** Because cloud faxing is not limited by the number of ports on a fax board, you'll benefit from additional fax capacity just when you need it
- ✓ **Reliability:** Redundant telco carriers and infinite scalability mean you'll never miss a fax due to telco outages or busy signals
- ✓ **Security:** End-to-end encryption ensures your fax transmissions are secure and meet regulatory compliance requirements including HIPAA, PCI, GDPR, FERPA, and more
- ✓ **Universal Access:** Send and receive secure faxes from your MFP, desktop computer or any mobile device
- ✓ **Reduced Maintenance:** No hardware, no software, and no phone lines to maintain
- ✓ **Cost-Effectiveness:** Eliminate the cost of under-utilized fax ports and only pay for the faxing you need

RHYME IS COMMITTED TO BEING A TRUSTED PARTNER, DEDICATED TO YOUR SUCCESS.

01. **Competitive Program Offerings** – No surprises at lease-end so we keep you satisfied.

02. **Flexible Term Options** – 12-63 months to suit your individual needs. We can quote all options so that you can make an informed decision.

03. **Customer service excellence** — we have a commitment to service and pride ourselves on our accessibility to you. Our company culture is centered on our customers' success, doing the right thing, and making it easy to do business with Rhyme.

04. **Team of Individuals & "Customer First" Attitude** — With experts in sales, service and administration of your contract, we ensure that your account is always taken care of.

05. **End-of-term Options** - Rhyme believes in full transparency and long-term customer relationships. That's why you'll never find hidden fees or surprises at the end of term. Month-to-month renewal.

06. **Awareness** — we notify you on your invoice in advance of upcoming lease expiration or termination.

07. **Cost-Per-Image Programs** — we help you save money with an all-inclusive offering and simplify administration with a single invoice to you.

08. **Variety of Equipment Financing Capabilities** – whether it's your phone system, IT equipment or MFPs — we can help you finance it!

SERVICE EXCELLENCE

Rhyme has been recognized as a AAA Platinum Level Service Provider. This program recognizes service organizations for exceeding performance benchmarks and implementing industry best practices. We are among only 19 of 550 total dealers who have earned the AAA distinction.

Commitment To Training

→ All Rhyme technicians are required to go direct to manufacturer training facilities around the country to get their training and certification before they service a machine.

→ Achievement of Gold Level Certification for all technicians in your organization

→ Minimum of two (2) Technicians certified on all current models for each sales office

→ Minimum of one (1) each of the following: CompTIA PDI+ and CompTIA Net+ certified technicians

Service Level Agreements

→ Maximum of four (4) Hour On-site Response Time for down equipment

→ Next-day Loaner machines in the event of catastrophic failures

→ Follow all Preventative Maintenance guidelines

→ Practice written Total Call procedures to maximize mean copies between visits

Our department's average tenure with Rhyme is over seven years and average tenure within this industry is over 20 years.

Third Party Validation

→ We validate our excellence by contracting a 3rd party company to benchmark all our service data against the top dealers in the United States every month. Rhyme has consistently ranked in the top 10, and #1 in the key categories of: first call efficiency (FCE) and copies/prints between service calls.

Customer Centric

→ We bonus our people according to how well your machines are running to make sure you're getting what you pay for and more. We are proud to have a customer-focused service department that provides years of worry-free productivity.

92.2% **2024 NET PROMOTER SCORE**

Here at Rhyme, we have a system that allows us to capture feedback after every service call. We use the Net Promoter Score (NPS) system to measure client satisfaction.

SHARP Platinum Level SERVICE PROVIDER

AUTO TONER REPLENISHMENT PROGRAM

A two-way communication between your equipment and our customer service team.

- ✓ Eliminate excess in-house supply inventory.
- ✓ Reduce time and effort. You're busy as is. Why should you have to worry about your printers running out of toner?
- ✓ It's easy to implement. We start shipping when your printer lets us know it's ready!
- ✓ It's flexible. It can work with multiple manufacturers and models.
- ✓ No contracts required – You can start this service anytime!

PROACTIVE SERVICE

We use software that allows our machines to communicate with our Dispatching team 24/7 allowing us to dispatch service calls proactively rather than waiting for you to call us.

Once our technicians are onsite, they are to never worry about parts costs, their main goal is to fix the issue the first time and do complete preventative maintenance checks and parts replacements while they are there, maximizing uptime and performance.

STRONG PARTNERSHIPS

We are very careful about who we choose to partner with and only work with those who provide the necessary resources to allow us to provide top-level support. Rhyme has partnered with Sharp for over 35 years and are recognized as one of their Hyakuman Kai Elite Providers (Top 10 in the nation).

OUR OFFERINGS

MANAGED PRINT

Xerox Accredited Partner

Optimize your printing resources, regardless of manufacturer and reduce your operating costs—cost-per-print, routine maintenance, and service—by up to 30%.

MANAGED IT

Rhyme Managed IT Services

Managing your own in-house staff can be costly. Rhyme Managed IT eliminates the need to have an IT person on staff – we are your IT support. Call us for a free assessment today!

DOCUMENT IMAGING

Devices You Can Count On

Rhyme has partnered with ***HP, KIP, Kyocera, Lexmark, Sharp,*** and ***Xerox*** to provide our customers with the highest level of service and support. Rhyme offers a variety of products for government agencies, healthcare facilities and educational institutions.

CLOUD TELECOM

Cloud-based Business Phone Systems

Rhyme offers a cloud-based communications solution that combines the benefits of an On-Premise phone system with the technology features of the Cloud, designed to tackle the ever-changing business world.

ADDITIONAL SERVICES

Custom Furniture

- Choose from over 4,500 items with next-day delivery
- Special orders available
- Affordable & on-time delivery and installation.

Janitorial & Sanitation

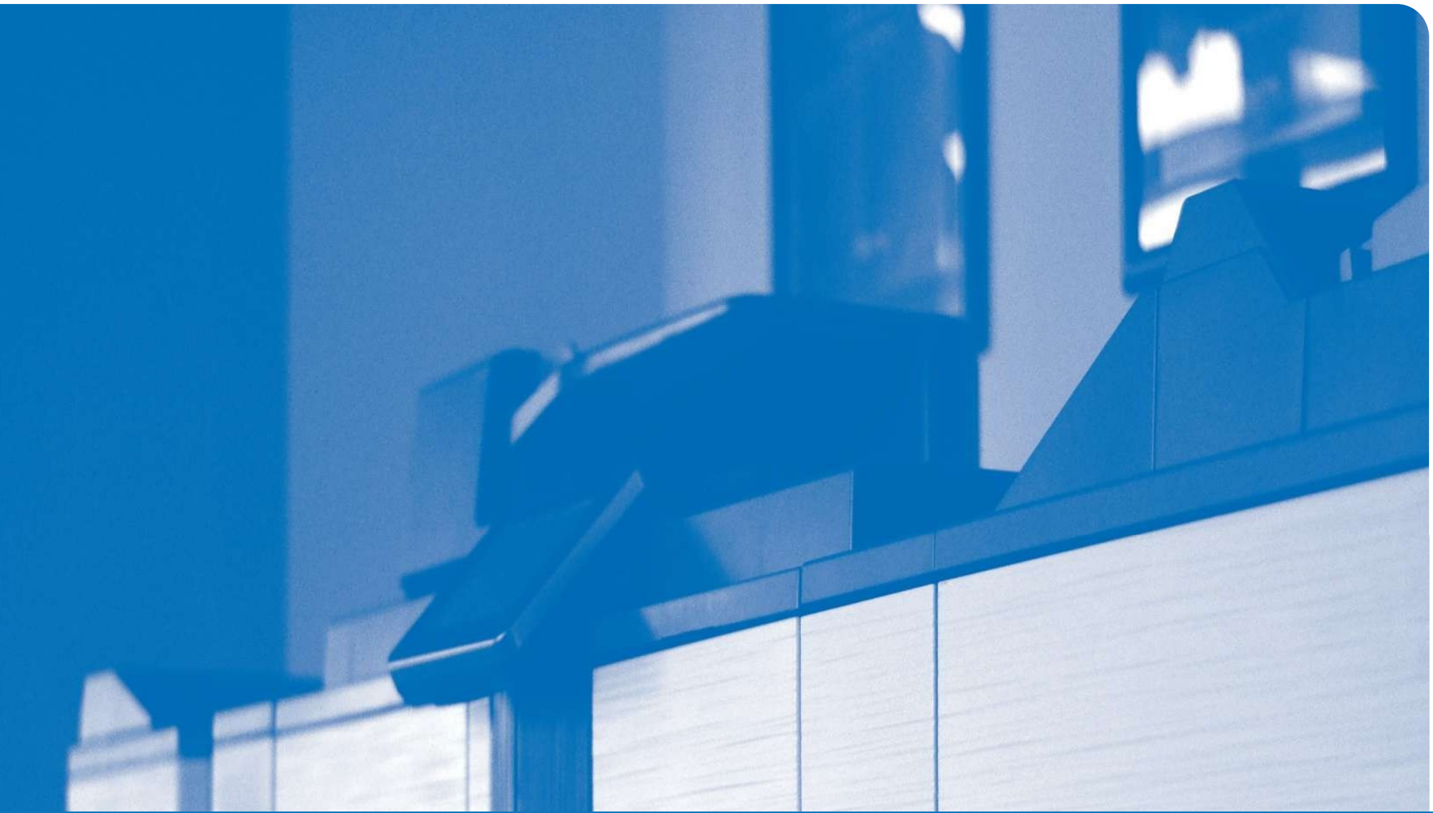
- Air Cleaners & Fans
- Humidifiers & Heaters
- First Aid & Health Supplies
- Personal Hygiene Products
- Floor & Carpet Care
- Hardware Tools & Accessories

Office Products

- 400+ Industry's Top Manufacturers
- Everyday Low Prices
- Fast & Accurate Delivery
- Convenient ordering supplies all with one vendor!

Break Room Supplies

- Over 6,500 products!
- Coffee & Filters
- Towel Dispensers & Tissue Paper
- Beverages & Beverage Dispensers
- Cutlery



THANK YOU

REACH NEW HEIGHTS IN YOUR BUSINESS

Locations Serving Wisconsin and Illinois

P: (800) 362-4333
E: bhavlicek@rhymebiz.com

www.rhymebiz.com

COST PER IMAGE AGREEMENT

AGREEMENT NO.: **3289343**

CUSTOMER ("YOU" OR "YOUR")

FULL LEGAL NAME: **Richland Center, City of** FEDERAL TAX ID #:

ADDRESS: **450 S Main St** **Richland Center, WI 53581-2545**

A/P CONTACT NAME: A/P CONTACT EMAIL: A/P CONTACT PHONE:

EQUIPMENT AND PAYMENT TERMS

☐ SEE ATTACHED SCHEDULE

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES	NOT FINANCED UNDER THIS AGREEMENT	BEGINNING METER READING		MONTHLY IMAGE ALLOWANCE		EXCESS PER IMAGE CHARGE (PLUS TAX)	
		B&W	COLOR	B&W	COLOR	B&W	COLOR
2 Sharp BP-71C31 MFPs	☐						
	☐						
	☐						
	☐						
	☐						
	☐						
	☐						
	☐						
	☐						
	☐						
TOTAL CONSOLIDATED MONTHLY IMAGE ALLOWANCE AND EXCESS PER IMAGE CHARGES (IF CONSOLIDATED)				1,700	2,600	.00943	.05194

EQUIPMENT LOCATION: **As Stated Above** METER FREQUENCY: **Monthly**

TERM IN MONTHS: **60** MONTHLY BASE PAYMENT AMOUNT*: **$477.71** (*PLUS TAX)

PURCHASE OPTION*: **Fair Market Value**

TERMS AND CONDITIONS

CONTRACT. THIS AGREEMENT IS IRREVOCABLE AND NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. IT CANNOT BE TERMINATED. PLEASE READ CAREFULLY BEFORE SIGNING. YOU AGREE THAT THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE IN WHICH OUR (OR, IF WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE'S) PRINCIPAL PLACE OF BUSINESS IS LOCATED AND ANY DISPUTE CONCERNING THIS AGREEMENT WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN SUCH STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS AND WAIVE TRANSFER OF VENUE. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL.

NET AGREEMENT. YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL AMOUNTS DUE UNDER THIS AGREEMENT FOR THE ENTIRE TERM. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON.

LIMITATION OF WARRANTIES. EXCEPT TO THE EXTENT THAT WE HAVE PROVIDED YOU A WARRANTY IN WRITING, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU CHOSE ANY/ALL THIRD-PARTY SERVICE PROVIDERS BASED ON YOUR JUDGMENT. YOU MAY CONTACT US OR THE MANUFACTURER FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.

APPLICABLE TO GOVERNMENTAL ENTITIES ONLY

You hereby represent and warrant to us that as of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on your behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against you have been followed; (c) the Equipment will be operated and controlled by you and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted, and unencumbered appropriation; (e) you intend to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) your obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of your tax or general revenues; and (h) you will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns. If funds are not appropriated to pay amounts due under the Agreement for any future fiscal period, you shall have the right to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available, without penalty or additional expense to you (other than the expense of returning the Equipment to the location designated by us), provided that at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, your Chief Executive Officer (or Legal Counsel) delivers to us a certificate (or opinion) certifying that (a) you are a state or a fully constituted political subdivision or agency of the state in which you are located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by you; and (d) you have exhausted all funds legally available for the payment of amounts due under the Agreement. You agree that this paragraph shall only apply if, and to the extent that, state law precludes you from entering into the Agreement if the Agreement constitutes a multi-year unconditional payment obligation.

CUSTOMER'S AUTHORIZED SIGNATURE

BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS TWO-PAGE AGREEMENT. THIS AGREEMENT IS BINDING UPON OUR ACCEPTANCE HEREOF.

(As Stated Above)	**X**		
CUSTOMER	SIGNATURE	PRINT NAME & TITLE	DATE

OWNER ("WE", "US", "OUR")

Rhyme Business Products	**X**		
OWNER	SIGNATURE	PRINT NAME & TITLE	DATE

.

ADDITIONAL TERMS AND CONDITIONS

AGREEMENT. You want us to now provide you the equipment and/or software referenced herein, excluding equipment marked as not financed under this Agreement ("Equipment") and you unconditionally agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement is binding upon our acceptance hereof and will begin on the date the Equipment is delivered to you or any later date we designate. We may charge you a one-time origination fee of $125.00. If we do not receive by the due date, at the remittance address indicated on your invoice, any amount payable to us, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or thirty-nine dollars ($39.00); or 2) the highest lawful charge, if less.

IMAGE CHARGES AND OVERAGES. You are entitled to make the total number of images shown under Image Allowance (or Total Consolidated Image Allowance, if applicable) each period during the term of this Agreement. If you make more than the allowed images in any period, you will pay us an additional amount equal to the number of the excess images made during such period multiplied by the applicable Excess Per Image Charge. Regardless of the number of images made in any period, you will never pay less than the Base Payment Amount. You agree to provide us with the actual meter readings on any business day as designated by us, provided that we may estimate the number of images used if such meter readings are not received within five days after being requested. We will adjust the estimated charge for excess images upon receipt of actual meter readings. After the end of the first year of this Agreement and not more than once each successive twelve-month period thereafter, the Base Payment Amount and the Excess Per Image Charges (and, at our election, the Base Payment Amount and Excess Per Image Charges under any subsequent agreements between you and us that incorporate the terms hereof) may be increased by a maximum of 10% of the then existing payment or charge. Images made on equipment marked as not financed under this Agreement will be included in determining your image and overage charges.

EQUIPMENT USE. You will keep the Equipment in good working order, use it for business purposes only and not modify or move it from its initial location without our consent. You agree that you will not take the Equipment out of service and have a third party pay (or provide funds to pay) the amounts due hereunder. You will comply with all laws, ordinances, regulations, requirements and rules relating to the use and operation of the Equipment.

SERVICES/SUPPLIES. If we have entered into a separate arrangement with you for maintenance, service, supplies, etc. with respect to the Equipment, payments under this Agreement may include amounts owed under that arrangement, which amounts may be invoiced as one payment for your convenience. You agree that you will look solely to us for performance under any such arrangement and for the delivery of any applicable supplies.

SOFTWARE/DATA. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.

ASSIGNMENT. You may not sell, assign, or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement and our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, our assignee will have our assigned rights under this Agreement but none of our obligations and will not be subject to any claim, defense, or set-off that may be assertable against us or anyone else. Notwithstanding the foregoing, if we sell or assign this Agreement or our rights in the Equipment, we will retain our obligations under the Agreement.

LOSS OR DAMAGE. You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. Except for claims, losses, or damages caused by our gross negligence or willful misconduct, you agree to indemnify us and our assignee, if applicable, against any claims, losses, or damages, including attorney fees, in any way relating to the Equipment or data stored on it. This indemnity will survive the expiration of this Agreement. In no event will we be liable for any consequential or indirect damages. We may, at reasonable times and with prior notice, inspect the Equipment and any documents relating to its use, maintenance and repair.

INSURANCE. You agree to maintain commercial general liability insurance acceptable to us and to name us as an additional insured on the policy. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as lender's loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, we may charge you an insurance fee, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, both of which may result in a profit to us. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 3% per annum.

TAXES. We own the Equipment. You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement. Sales or use tax due upfront will be payable over the term with a finance charge.

END OF TERM. At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew month to month unless a) we receive written notice from you, at least 30 days prior to the End Date, of your intent to return the Equipment, and b) you timely return the Equipment to the location designated by us, at your expense. If a Purchase Option is indicated above and you are not in default on the End Date, you may purchase the Equipment from us "AS IS" for the Purchase Option price. If the returned Equipment is not immediately available for use by another without need of repair, you will reimburse us for all repair costs. You cannot pay off this Agreement or return the Equipment prior to the End Date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the price of the Equipment.

DEFAULT/REMEDIES. You will be in default hereunder if a) a payment becomes 10+ days past due; b) you become insolvent or there has been a material adverse change in your or any guarantor's financial, business or operating condition since commencement hereof; c) you made false or misleading representations to us herein or in another document; d) you have defaulted under any other agreement in effect between us and you; e) you, your owners, or your guarantors are or become listed on a U.S. or foreign government sanctions list or are subject to sanctions therefrom; or f) you otherwise breach this Agreement. In the event of your default, you waive notices of our intent to accelerate the payments, the acceleration of the payments and of the enforcement of our rights under this Agreement; and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, discounted to present value at 3% per annum; and we may disable or repossess the Equipment and use all other legal remedies available to us. You agree to pay all costs and expenses (including reasonable attorney fees) we incur in any dispute with you related to this Agreement. You agree to pay us interest on all past due amounts at the rate of 1.5% per month, or at the highest rate allowed by applicable law, if less.

UCC. If we assign rights in this Agreement for financing purposes, you agree that this Agreement, in the hands of our assignee, is, or shall be treated as, a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.

MISCELLANEOUS. This Agreement is the entire agreement between you and us relating to our providing and your use of the Equipment and supersedes any prior representations or agreements, including any purchase orders, requests for proposals (and any responses thereto) or any other bid documents. Any reference to a request for proposal or other bid document in this Agreement is solely for your administrative convenience and is not intended to incorporate any of the terms appearing in such document herein. If you issue a purchase order ("PO"), any additional or conflicting terms appearing in a PO shall not amend this Agreement. Upon request, we may reference the PO number on invoices (solely for administrative convenience). Any terms and conditions separately introduced as a part of your vendor onboarding or invoice payment process shall not amend this Agreement even if agreed to by us as a convenience to you, and you will reimburse us for any costs incurred by us as a result. Amounts payable under this Agreement may include a profit to us. The original hereof for perfection purposes, and the sole "authoritative copy" of the "record" evidencing "chattel paper" under the UCC, is the record hereof in our possession or controlled by us (or our assignee or custodian) as chattel paper under the UCC, bearing (i) the original or a copy of your manual signature (whether wet ink or electronic), and (ii) our original wet ink or electronic signature. Upon execution, the parties agree to be bound to the terms hereof regardless of the medium or format in which this Agreement is maintained or controlled. If any provision of this Agreement is unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law. Within 30 days after our request, you will deliver all requested information (including financial statements and tax returns) which we deem reasonably necessary to determine your then current financial condition. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity. You consent to receive communications, including calls, text messages, and emails related to this Agreement, which may be sent using automated systems. You authorize us to either insert or correct the Agreement number, serial numbers, model numbers, beginning date, and signature date. All other modifications to the Agreement must be in writing signed by each party.

Rhyme

(800) 362-4333 **Phone**
(800) 697-8518 **Fax**
info@rhymebiz.com **Email**
www.rhymebiz.com **Web**

Maintenance Agreement

CUSTOMER INFORMATION					
Customer Number:	PT9500			**Phone Number:**	(608) 647-3844
Company Name:	City of Richland Center			**Contact: Name:**	Misty Molzof
Address:	450 S Main St				
City/State/Zip:	Richland Center	WI	53581	**Email:**	treasurer@richlandcenterwi.gov
Notes:					

SERVICE CONTRACT INFORMATION					
Base Billing Cycle:		Monthly		**Monthly Base Amount:**	
				$151.07	
Excess Cycle:	**Black:**	Monthly		**Usage:**	No
	Color:	Monthly		**CPI:**	Yes
XEROX Direct MA:		No		**Lease #:**	**3289343**
Start Date:	**At Install:**	Yes	**Other Date:**		
Includes:		Toner (Color & Black) Labor Parts			
Meter Collection Method:		Rhyme Device Management	**Meter Read Contact Name:**	Misty Molzof	
			Meter Read Email:	treasurer@richlandcenterwi.gov	
Invoice Received by Email:		Yes	**Invoice Contact Name:**	Misty Molzof	
			Invoice Email:	treasurer@richlandcenterwi.gov	

EQUIPMENT

Serial #	ID	Model	Start B/W	B/W (Qty Incl)	B/W CPC (Rate Incl)	B/W Rate (Excess)	Start Color	Color (Qty Incl)	Color CPC (Rate Incl)	Color Rate (Excess)
		BP-71C31		1,700	$ 0.00943	$ 0.00943		2,600	$ 0.05194	$ 0.05194
		BP-71C31								

Rhyme agrees with the undersigned customer ("Customer") to provide maintenance for the equipment and accessories described above ("Equipment"), subject to the terms and conditions set forth on the reverse of this agreement. Customer acknowledges that they have read and agree to the terms and conditions on the back.

Authorized Signature – Dealer	**Title**	**Date**
	Client Manager	**7/20/2026**
Authorized Signature – Client	**Title**	**Date**

(800) 362-4333 Phone
(800) 697-8518 Fax
info@rhymebiz.com Email
www.rhymebiz.com Web

TERMS FOR MAINTENANCE AGREEMENT

1. TERMS & RENEWAL-This Agreement is effective from the commencement date and shall continue for an initial minimum term of one (1) year. Thereafter, this Agreement shall automatically be renewed for successive one (1) year terms unless terminated sooner by either party on no less than sixty (60) days prior written notice to the other party. Rhyme reserves the right to cancel Agreement. The prices, terms and conditions for such successive term(s) shall be those in effect at the time of renewal, not to exceed 10% increase. Vendor will render initial billing in advance receipt of a signed copy of this Agreement. Terms are net thirty days. Alterations, attachments or specification changes may require an increase in maintenance rates. Early cancellations are non-refundable.

2. NETWORKING SERVICES –This Agreement does not include network services, such as installing or updating software, installing or updating print drivers, troubleshooting operating system configuration, cloud services like Gmail and M365, or network devices, such as network hubs, switches, routers and cabling. These services will be billed at the currently established hourly rate.

3. DATA SECURITY - This Agreement does not include the removal of the hard drive for data security purposes. Data security and hard drive removal options can be purchased separately from this Agreement. The client is responsible for the security of their data.

4. DEVICE MONITORING – Customer agrees to provide and maintain a compatible computer for a data collection agent (DCA) to provide automated meter reads and for the Auto Toner Replenishment Program (ATR). Customer also agrees to maintain communication between covered device(s) and DCA. If Customer doesn't provide or maintain computer, device and DCA communication, or, they stop using a covered device, they agree to a $5.00 per device meter analysis fee, and Vendor is owed the monthly fees for the life of the outstanding contract based on the averages of the previous reported usages.

5. SUPPLIES – Any and all supplies, ie toner, ink, imaging units, staples, used in equipment covered by this maintenance Agreement must be acquired from or approved by Rhyme. Any supplies provided under the terms of this Agreement are the property of Rhyme. Unused supplies must be returned to Rhyme within 30 days of cancellation. Unreturned supplies will be billable to the customer. Any service necessitated by the use of unauthorized supplies will be billable to the customer. Vendor reserves the right to bill customer for lost supplies or excessive supply usage.

6. AUTO TONER REPLENISHMENT PROGRAM – Customer agrees to assign someone to act as the ATR contact who is responsible for allocating received toners to correct departments or equipment.

7. PARTS REPLACEMENT- Worn or damaged parts will be replaced at no additional charge providing that the damage is not caused by misuse or negligence on the part of the customer, its employees, agents, or third parties.

8. ENGINEERING CHANGES - where applicable engineering changes, which, in the Vendor's opinion, will improve the performance of the equipment, shall be installed at no additional charge.

9. EMERGENCY SERVICE shall be provided without additional charge during Vendor's normal business hours (8:00 a.m. to 5:00 p.m.) (Monday through Friday, except Holidays). Travel and labor time plus travel expenses will be charged at established hourly rates for service rendered at the customers request after Vendor's normal business hours. Service that is provided beyond normal business hours is subject to the availability of service personnel.

10. LIABILITY- Vendor shall not be responsible for failure to perform its maintenance obligation due to strikes, fire, flood and other causes beyond its control. Vendor shall not be responsible for any accidents to or caused by the equipment or machine. Vendor shall not be liable for service or parts in the instance where anyone other than the maintenance contractor herein or his agent has worked on the machine nor where the customer damages the machine due to negligence or misuse. Vendor not responsible for excessive color consumption from misconfigured print drivers or end user error. Vendor shall in no event be liable to customer or any other person for incidental or consequential damages which may arise as result of the performance of any obligation of its Agreement.

11. LIMITATIONS- Maintenance services shall not include electrical work external to the equipment, maintenance of accessories, attachments, equipment or devices unless specifically included on the face of this Agreement. Maintenance, repair and parts or device replacement shall not be covered under this Agreement if problems relating to or caused by: operating environment including electrical power, heating, air conditioning, and humidity which are not within Vendor or OEM specifications, equipment located in an unsuitable place of installation or an unsafe or hazardous environment as determined by Vendor or OEM, usage or media that is not within normal operator functions or equipment specification as described in Vendor or OEM publications, or if repair exceeds half the current value of replacement. Training and workflow analysis for production print devices is not included under this Agreement. Maintenance, support, and upgrades for software is not included under this Agreement.

12. TAXES- There shall be added to the maintenance charges (including any zone charges) amounts equal to any taxes, however designated, levied or based on such charges or on this Agreement or on the services rendering or parts supplied pursuant herein. Including state and local privilege or excise taxes or amounts in lieu thereof paid or payable by Vendor, in respect to the foregoing, exclusive however on taxes of net income.

13. ACCEPTANCE of this Agreement by Vendor is contingent upon a satisfactory credit report on the Customer, and (2) with regard to the dollar amounts and zone charges stated herein, the absence of any mathematical error or deviation from Vendors then current maintenance rates, and (3) receipt of the confirming copy of this Agreement signed and approved by the Vendor's Service Manager and authorized representative.

14. WARRANTY- (1) All parts furnished hereunder will be free of defects in material and workmanship at the time of installation. (2) There are no other warranties, expressed or implied, which extend beyond the face of this Agreement.

15. OPTION - When an option is installed in a customer's unit during the term of this Agreement the customer agrees to pay in full upon receipt of Vendors invoice, the scheduled installation and maintenance fee for said option. The maintenance fee will be prorated over the remaining months of the customers' maintenance Agreement.

16. EQUIPMENT TRANSPORTATION - Vendor is not liable for any shipping damages or loss of equipment in commercial transportation to or from Vendor's service location. Customer agrees to pay all commercial freight or transportation charges to and from Vendor's service location.

17. COST PER IMAGE (CPI) AGREEMENTS – When MA is part of CPI, the CPI contract terms and conditions supersede this contract. When CPI Lease ends the maintenance portion of the billing (renewal) will be direct billing from Rhyme versus Rhyme Leasing.