

Please Remit To:
Command Central
POB 7306
St Cloud MN 56302



Phone 320.259.7027
www.ccelections.com

Invoice

Date	Invoice #
11/1/2024	34361

Bill To
Village of Ridgeway Lori Phelan 208 Jarvis ST Ridgeway WI 53582

Ship To
Village of Ridgeway Lori Phelan 208 Jarvis ST Ridgeway WI 53582

P.O. Number	Terms	Shipped	Via	County
HMA Renewal	Net 30	11/1/2024		Iowa

Quantity	Item Code	Description	Price Each	Amount
1	5522702	<p>HMA - ImageCast - ICE v5.5.6.5 / v5.17</p> <p>Coverage for the period of: 1/1/2025 - 12/31/2025</p> <p>This invoice covers the automatic renewal of your existing HMA and/or the addition of any equipment whose initial warranty period/prorated HMA expires on 12/31/2024. See details on the enclosed Hardware Maintenance Agreement (HMA).</p> <p>Please sign and return the enclosed HMA with your payment.</p> <p>Thank You !</p>	410.00	410.00

RECEIVED
NOV 04 2024
village of Ridgeway

Thank you for your continued confidence in Command Central!

Total

\$410.00

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12/10/37
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12/10/37

ImageCast Election Hardware Maintenance Agreement

Customer **Village of Ridgeway**

Date 11/1/2024

County **Iowa**

Contact Lori Phelan

Phone# 608.924.5881

Address 208 Jarvis ST

C/S/Z Ridgeway WI 53582

Service Depot

Email clerk@ridgewaywi.gov

**Service
Site** Iowa County

Commencement Date
January 1, 2025

Expiration Date
December 31, 2025

Contract Type	Hardware Type	Quantity	Serial #'s	Maintenance Fee	Contract #
HMA	ICE	1	AAFEBKR0009	\$410	4122
HMA	ICE - ATI	1	ATI000796		4122
HMA	ICE - BalBox	1	AAUCBKI0006		4122

Includes: Annual Preventative Maintenance
Parts, Labor, and Service
PreLAT and Public Test Support
Election Day and Night Support
Election Guide Updates
Backup Units Available
Post Election Support/Maintenance

Please see the Terms and Conditions on
the reverse side of this document.

Please sign this Agreement and return it
with your payment.

Thank you for your business !

**Total of this
Agreement**

\$410.00

of Units

3

Command Central, LLC

Village of Ridgeway

(I've reviewed and agree to the Terms and Conditions on the reverse side.)

By



Title President

Date November 1, 2024

By

Title

Date

2025 ImageCast Election Hardware Maintenance Agreement Terms and Conditions

TERM/TERMINATION: This agreement shall be automatically renewed for another term (Calendar Year) at the expiration date. This agreement may only be terminated when Command Central is specifically notified in writing at least 60 days before the expiration date of the current term. Annual fees are non-refundable.

FEES: All annual fees are due to Command Central no later than thirty (30) days after invoicing (sent November 1st, two months prior to the start of the HMA's Calendar Year).

CUSTOMER RESPONSIBILITY/EXPECTATIONS: Should the Customer not provide all equipment at the designated service site and time, the Customer shall be responsible for shipping costs, (including insurance), to and from the Command Central maintenance facility. Customer will bear all risk of damage or loss to the equipment during the delivery process.

Should the Customer desire equipment service above and beyond the annual preventative maintenance inspection (PM), the Customer shall be responsible for all costs of shipping and labor (including insurance), to and from the Command Central office, where such service shall be performed.

The Customer assumes responsibility for storing the equipment in a clean, controlled environment. Equipment that has been subjected to extreme heat, cold, water damage, humidity or dust will not be covered under this agreement. Equipment that has been abused, mishandled, dropped, or not used in the manner prescribed in Command Central election guides, training materials or any other online training will not be covered under this agreement. Command Central will not clean exterior covers of the equipment during the PM.

ICE users - PaperMate Flair Black pens are the approved (and only) pens and should be used to mark ballots in the polling place and with early voting. Absentee ballots must be reviewed before inserting into tabulator to make sure no marking instruments that may leave residue are inserted in the tabulator (can cause the tabulator to be inoperable).

Municipality must contact Command Central immediately upon notice of equipment issues during regular business hours.

Command Central will only provide advice on how the equipment operates. Staff shall not interpret state statute. Municipality will consult County Clerk or Wisconsin Election Commission for advice.

On Election Day, any errors or issues should be called in to Command Central immediately. Command Central is not responsible for improper operation by election workers, nor any issues not promptly reported.

ANNUAL PREVENTATIVE MAINTENANCE: Command Central Technician(s) shall provide such services as may be necessary to keep tabulators operational. Preventative Maintenance inspections occur once every twelve (12) months per calendar year. Annual inspections include cleaning, calibration, diagnostic and functionality testing, test election.

Any improper handling that does not adhere to written instructions by Command Central that results in excessive repair costs shall be the responsibility of the Customer.

IMPORTANT: Bent or broken pins in the CF card slots are caused by inserting the card(s) upside down or forcing the card in at an incorrect angle. This damage is considered incorrect use or customer damage. The repair of the pins requires replacing a new motherboard. This repair is not covered under the Dominion initial warranty (1 year after delivery), nor the Command Central Hardware Maintenance Agreement (HMA). This is currently a \$2,250 cost that customers will incur if pins are bent or broken.

The Customer shall bear the costs to repair or replace all batteries*, ink cartridges, roll paper, or any other supplies.

***ICE/ICX battery replacement is currently \$235/\$205. Battery replacement will occur every Presidential Election year (every four years). You will be invoiced for the battery(ies) November 1st of the prior year, with battery replacement and recycling to occur by Command Central technicians during annual maintenance inspections. Proper charging of the battery is required every three months. The machine log will be accessed to determine if routine and proper charging occurred. If a battery fails because of improper charging, the customer shall be responsible for earlier replacement (and associated costs).**

The use of any applied adhesive label or "sticker" to a ballot for write-in campaigns or otherwise that cause any damage to the equipment or result in additional repair work are not covered by this agreement and will be the responsibility of the customer. Repair work related to stickers damaging the internal workings of a tabulator both void the tabulator warranty and can have costs for repair/replacement starting at \$1,750...but could run as high as the full cost of a new tabulator. Stickers or any foreign object can cause ballot misreads and/or ballot jams for other ballots cast as well.

Command Central reserves the right to decline service to any equipment determined to be un-repairable to a maintainable condition.

Preventative Maintenance inspections are provided at County's designation depot location, where each municipality will deliver their equipment to be inspected.

REPAIR SERVICES:

Defects Under Normal Use and Service: If a defect or malfunction occurs on any tabulator while it is under normal use, Municipality shall promptly notify Command Central. Command Central will make reasonable efforts to restore the item to normal working condition as soon as practicable.

Defects Due to Municipality Actions or Omissions: If a defect or malfunction occurs as a result of (1) repairs, changes, modifications or alterations not authorized or approved by Command Central or (2) by accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by Command Central, Municipality shall pay Command Central for repairs at Command Central's current rates, as well as for the cost of all parts used in connection with the repair.

Loaner Units: Command Central shall use reasonable efforts to make loaner equipment available while municipality's tabulator is being repaired. Paid shipping/handling are part of this Hardware Maintenance agreement.

REINSTATEMENT OF HARDWARE MAINTENANCE AGREEMENT & INSPECTION: Reinstatement Fee is \$300/unit plus shipping to/from the Command Central office for any agreement allowed to lapse. The purpose of such inspection shall be to determine whether or not the tabulator is in Normal Working Condition, and thus, able to be reinstated. An HMA must be maintained continuously, i.e., may not be purchased only during Partisan Primary/General Election years. (Without an active agreement, Command Central's technical support is billable at \$180 per hour with a two-hour minimum (\$360); and such work will only be undertaken after all customers covered by HMA's are assisted.

SUPPORT SERVICES:

STATEWIDE ELECTION SUPPORT: Command Central shall provide regional support for any statewide election in Wisconsin. Technicians across the state will be available should you have issues with your tabulator and phone support doesn't resolve the issue. Exceptions to this are if the weather, traffic/traffic incident or unforeseen circumstances prevent the technician from arriving in a timely manner.

FORCE MAJEURE: Command Central or Customer shall be excused from performance hereunder for any period Command Central or Customer is prevented from performing their obligations hereunder in whole or in part as a result of an act of God, war, civil disturbance, court order, labor dispute or other cause beyond its reasonable control. In addition, such nonperformance shall not be grounds for termination or default.

WAIVER: Any waiver by either party of any provision of this agreement must be in writing and shall not imply subsequent waiver of that or any other provision.

GOVERNING LAW: This agreement shall be construed and enforced with the laws of the State of Wisconsin.

Payment of your 2025 Hardware Maintenance Agreement constitutes acceptance of the above terms and conditions.