



A FLEX TECHNOLOGY GROUP Company

Total Print Management Agreement

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This document is written in "Plain English". The words **you** and **your** refer to the Customer. The words **we**, **us** and **our** refer to Laser Options, A Flex Technology Group Company and trade name of FlexPrint, LLC ("Laser Options"). Every attempt has been made to eliminate confusing language and create a simple, easy-to-read document.

CUSTOMER INFORMATION

Bill To:

Name:

Contact Phone:

Address:

City, State, Zip:

Meter Contact:

Suite / Room #:

Email:

Equipment Location:

Name:

Contact Phone:

Address:

City, State, Zip:

Meter Contact:

Suite / Room #:

Email:

AGREEMENT DETAILS

Term:

Monthly Volume: B/W:

Color:

Cost Per Print:

Cost Per Print: B/W: Color:

See Grouped Pool

Customized Billing (Y/N):

Overages:

Overages: B/W: Color:

See Grouped Pool

Monthly payment:

Reconciled:

Service Response Time:

Comments:

CUSTOMER ACCEPTANCE

THE ADDITIONAL TERMS AND CONDITIONS **ATTACHED HERETO** ARE INCORPORATED IN AND MADE PART OF THIS AGREEMENT. NEITHER PARTY IS AUTHORIZED TO CHANGE, ALTER OR AMEND THE TERMS OR CONDITIONS OF THIS AGREEMENT UNLESS AGREED TO IN WRITING BY BOTH PARTIES.

Customer:

Laser Options Representative:

Print Name:

Print Name:

Signature: **X** _____

Signature: **X** _____

Date: **X** _____

Date: **X** _____

Terms & Conditions

1. **AGREEMENT:** The start date of this Agreement is determined by the service coverage period as set forth on the 1st invoice to Customer.
2. **ITEMS INCLUDED:** This Agreement includes the following as applicable: unlimited service calls, parts (as classified by the manufacturers) and consumable supplies (maintenance kits, transfer kits, fuser kits, process kits, developer imaging drums and toner). Laser Options reserves the right to reset supply items (i.e. fuser and maintenance kits), in lieu of replacement, as long as printer functionality and print quality are not affected. Supply consumption shall be based off the manufacturer's suggested yield and fill rate. If Customer's usage of supplies during any quarterly period exceeds an average of 5% coverage for monochrome (BW) or 20% coverage for Color, Laser Options reserves the right to invoice Customer for any supplies consumption in excess of the average for the quarterly period. Usage will be calculated by the quantity of supplies shipped to the Customer multiplied by the corresponding yield per item. Excessive supplies surcharge will be calculated as the yield of cartridges provided, in excess (number of prints), multiplied by the cost per print rate for both BW and Color yields. Laser Options will notify Customer and the parties agree to investigate the causes of excess consumption. Laser Options and Customer shall mutually determine solutions for reducing the excess usage and make all reasonable efforts to implement such solutions. All supplies remain the property of Laser Options until consumed. Supply freight charges may be invoiced on a monthly basis, not to exceed \$75.00 per month.
3. **ITEMS EXCLUDED:** Except as specified, service and maintenance under this Agreement excludes the following:
 - a. Paper and staples.
 - b. Any items damaged by Customer such as, but not limited to, equipment doors, paper trays and covers. Replacement of these items will be charged to the Customer at \$125/hour for labor, plus cost of parts.
 - c. External cards, hard drives, software, connected hardware, envelope feeders, and mailboxes.
 - d. Network connected equipment is covered up to the network connection of the Printer/MFP. Onsite service calls caused by computer or network issues will be charged to the Customer at \$125/hour for labor.
4. **SERVICE:** Laser Options agrees to provide service and all maintenance on the equipment covered under this Agreement except as follows: fire, accident, theft, or damage to the machine arising out of or caused by (i) misuse, abuse, negligence, attachment of unauthorized components, accessories or parts, (ii) use of equipment beyond manufacturers specifications, (iii) movement by someone other than an authorized Laser Options representative; and (iv) use of supplies, parts, or paper not meeting manufacturer's specifications causing excessive service calls. Laser Options is not responsible for any economic loss and unless otherwise agreed upon, this Agreement does not cover charges for installation or removal of the equipment or third party modifications to software or hardware.
 - a. Laser Options guarantees a quarterly average response time as specified on the front of this Agreement. ("Service Response Time")
 - b. Laser Options reserves the right to inspect all equipment to be covered under this Agreement to determine it is in good mechanical condition prior to the effective date of this Agreement. Should any device require repair with cost exceeding the fair market value of the device, Customer will have the option to either replace the device or pay to repair it. Such repairs will only be performed upon agreement of both parties.
 - c. Customer must notify Laser Options of the relocation of any equipment covered under this Agreement. For equipment larger than a desktop device, Customer should contact Laser Options to prepare the device for relocation and to reinstall the equipment following relocation. Labor and, if applicable, delivery fees will be charged at Laser Options' then current rates. If the Customer moves the equipment, Laser Options reserves the right to inspect the device in its new location. If repairs are necessary, Laser Options will provide a quote to repair the equipment. If the Customer authorizes the repair, Laser Options will make the repair and continue services with respect to that device. If the Customer elects not to authorize the repair, the device will be removed from the Agreement. In that event, the Agreement will be reviewed in its entirety to ensure that Laser Options can continue providing the services for the remaining equipment at then current rates, and after such review, adjustment to pricing may be made accordingly.
 - d. For time and material service, if replacement of consumable items recommended by a Laser Options service representative is not complied with and results in additional service calls, the Customer will be charged at \$125/hour for labor, plus cost of parts. These consumable items include, but are not limited to, toner, developer, drums and supplies.
 - e. This Agreement includes service and parts as may be required for normal use of scanning functions on a multifunction/MFP device. However, if Customer's use of the document feeder exceeds 50% of the total output impressions ("High Volume Scanning"), Customer agrees to pay a High Volume Scanning charge of \$9.00 per month. (Example, 240,000 scans divided by 300,000 impressions equals 80%, and would be subject to the High Volume Scanning charge).
 - f. Laser Options does not guarantee parts will be available during the term of the Agreement; and, therefore, such may be cause for Laser Options to be unable to perform all or some of the services. Should some or all parts become unavailable and no longer supported by the Original Equipment Manufacturer ("OEM"), the products shall be considered "End of Life". In such cases, Laser Options will make reasonable efforts to honor any respective contract maintenance Agreement term.

- g. All Service under this Agreement shall be rendered during normal working hours of 8:00 A.M. to 5:00 P.M. Monday through Friday, local time, excluding National Holidays, unless otherwise agreed upon by both parties. Travel and labor time for repair calls after normal business hours, on weekends and on holidays, if and when available, shall be subject to a surcharge at Laser Options' overtime rates in effect at the time the repair call is made.
5. **REBUILDING OR OVERHAUL:** Rebuilding or major overhauls of Devices ("Reconditioning") are not covered by this Agreement. When in its sole discretion Laser Options determines that a Reconditioning is necessary, whether as a result of normal wear and tear or otherwise, Laser Options will notify Customer and provide an estimate of the cost to perform the Reconditioning. If Customer does not authorize such Reconditioning, Laser Options may at its option discontinue service under this Agreement of the Devices in need of Reconditioning or may provide any further service on a per call basis based upon Laser Options' standard rates in effect at the time of service.
6. **FORCE MAJEURE:** Laser Options shall not be responsible for delays or inability to provide service calls due to strikes, accidents, act of God or any other events or conditions beyond its reasonable control.
7. **EQUIPMENT:** All equipment covered under this Agreement must adhere to the following guidelines:
- Equipment must be placed in a normal office setting with sufficient amount of space for access, free from excessive dust, humidity, temperature and ammonia or other corrosive fumes.
 - Equipment must always be operated on a UL approved electrical circuit, with proper current, voltage and type of outlets as specified by the OEM.
 - Equipment should be operated within OEM usage and operational specifications.
8. **PREVENTATIVE MAINTENANCE:** Laser Options will perform preventative maintenance on each machine based on the manufacturer's recommended interval. This will include cleaning toner and paper dust out of the inside of the machine, checking and proactively replacing high-mortality parts (i.e. rollers) and a wipe-down of the exterior of the machine.
9. **METERS:** Laser Options utilizes Print Management software to electronically report meters and supply consumption. Customer agrees to work with Laser Options' software administrator to install the Print Management software prior to the Agreement start date. Customer grants Laser Options permission to upgrade, modify, or maintain the Print Management software or to install new releases or additions. Under no circumstances will the Print Management software provide Laser Options access to Customer information other than data directly related to the Printers/Copiers on contract as per this Agreement. Customer agrees not to delete, alter, modify, or otherwise render the software unusable during the term of this Agreement and agrees to reinstall the software in the event their actions inadvertently affect reporting capabilities. If Customer declines to install Laser Options's Print Management Software, then Laser Options retains the right to invoice Customer at the prevailing hourly labor rate of \$125/hour for manual meter collection. Manual meter collection will be performed during standard business hours Monday – Friday with Laser Options required to provide 24 hours' notice of access.
- Throughout the duration of the Agreement, when additional devices of like models to those included in the Agreement at the outset are discovered in the Customer fleet, such additional devices will be automatically added to the Agreement and initiated for coverage and billing.
 - Throughout the duration of the Agreement, when additional metered devices of dis-similar models to those included in the Agreement at the outset are discovered in the Customer fleet, or are reported by the Customer for addition to the Agreement, they will be automatically added to the Agreement at the then current rates and included for coverage and billing. For such additional devices, the Customer will have the opportunity to remove the devices from the Agreement at 90 days from the date they were first added.
10. **REMITTANCE:** Payment is due thirty (30) days from date of invoice. Delinquent amounts not being disputed in good faith by Customer shall accrue interest at a rate of one and one-half percent of the past due amount per month (or, if lower, the maximum rate of interest chargeable under applicable law). Customer shall pay all federal, state and local sales, use, property, excise or other taxes imposed with respect to the payment set forth on the front of this Agreement, and any overages or other charges resulting from this Agreement as may be applicable.
11. **CONTRACT ADJUSTMENT:** Laser Options will invoice Customer for the payment amount set forth on the front of the Agreement. If indicated on the front of this agreement, a custom invoice fee will be assessed. Laser Options offers customized invoicing at a rate of \$59.00 per month; to be invoiced monthly, as well as on any excess usage invoice if usage overages are incurred by the customer. Usage will be reconciled on the frequency indicated in the Agreement. Customer will be invoiced for any overages multiplied by the rates indicated in the Agreement. Any unused prints (by type) will be carried forward and issued as credits to be applied against future overages of the same type. Unused prints carried forward expire 6 months after issuance. Contracts that have a monthly billing amount of less than \$50, are not eligible to receive carry forward credits. Unused print credits have no cash value. Laser Options reserves the right to increase Customer's monthly base usage and monthly base charge, if overages exceed the monthly minimum by

20%. The contracted volume can be adjusted at the end of each reconciliation period. The contracted volume may be adjusted down to the previous quarters' actual usage; but not to exceed 15% (by pool) of the current contracted volume. At the end of the first year of this Agreement and once each successive twelve-month period, Laser Options may increase the base contract payment by a maximum of 15%.

12. **BREACH OR DEFAULT:** If the Customer does not pay all charges as provided hereunder promptly when due, Laser Options may (a) refuse to service or maintain the equipment; and/ or (b) furnish service on a C.O.D. "Per Call" basis at \$125/hour for labor, plus cost of parts. If Customer breaches the Agreement, Customer agrees to pay Laser Options costs and expenses of collection including reasonable attorney's fees in addition to all other rights and remedies available to Laser Options.
13. **ASSIGNMENT:** This Agreement may not be assigned by either party without the prior written consent of the other party; provided, however, either party may assign this Agreement without consent to: (a) any entity, which directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with such party; or (b) any purchaser of all or substantially all of such party's assets or to any successor by way of merger, acquisition, consolidation or similar transaction. Subject to the foregoing, this Agreement will inure to the benefit of and bind all successors, assigns, receivers and trustees of the respective parties hereto.
14. **EARLY CANCELLATION:** This Agreement is binding and non-cancellable. If the Customer wishes to terminate the Agreement in advance of the Agreement maturity date, the Customer is responsible for buying out the remaining term of the Agreement. For Customer agreements which are billed on an actual usage based program, the buyout will be calculated as follows: the Customer's monthly average for up to 12 months preceding cancellation multiplied by the remaining term in the Agreement. If there is no request for cancellation, but all devices covered under this Agreement are removed from service, the formula described in the preceding sentence will apply.
15. **RESPONSIBILITY:** Other than the obligations set forth herein, Laser Options DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, AND OF USE. Laser Options shall not be responsible for indirect, incidental, consequential, exemplary or punitive damages, including but not limited to, damages arising out of the performance of the equipment or the loss of the use of the equipment, and the Customer hereby waives any and all such claims.
16. **INDEMNIFICATION:** Except as otherwise limited by the Responsibility section above, each party shall indemnify, defend and hold harmless the other party and its officers, directors, employees, agents and representatives from any and all claims, losses, damages or expenses, including but not limited to, court costs, fees and expenses of counsel and attorney fees to the extent any such claim, loss, or damage results from a breach of the terms of the Agreement by a party, or resulting from the death or bodily injury to any person or damage to any property to the extent it was caused by the negligent act, willful misconduct, tortious or unlawful act, error or omission of a party or its officers, directors, employees, agents and representatives in connection with the subject matter of this Agreement.
17. **JURISDICTION:** This Agreement shall be governed by and construed according to the laws of the State of Arizona, without regard to any conflicts of laws principles. This Agreement constitutes the entire agreement between the parties and may not be modified except in writing signed by a duly authorized officer of Laser Options and the Customer. Any action maintained by Customer to enforce this Agreement will be maintained in the State of Arizona. Any action maintained by Laser Options to enforce this Agreement may be maintained in Arizona or any jurisdiction in which Laser Options is providing services to the Customer or wherever Customer does business.
18. **RENEWAL:** This Agreement shall be renewed automatically, upon approval by Laser Options, for the original term of the Agreement, unless Customer notifies Laser Options in writing between 90 and 150 days prior to the end of the Agreement term. Customer agrees to pay the then current rates at the beginning of each subsequent Agreement period.
19. **ENTIRE AGREEMENT:** This Agreement, including the front side hereof, constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties, and may not be added to, modified, supplemented or waived in any way except in writing signed by both parties.

APPLICATION NO.

AGREEMENT NO.

This Grouped Pool Billing Schedule is to be attached to and becomes part of the above-referenced Agreement by and between the undersigned and **FlexTG Financial Services**.

POOL NAME: **BW Prints 1**

Pool Location: _____

MAKE/MODEL/ACCESSORIES	EQUIPMENT POOL DESCRIPTION	SERIAL NO.	STARTING METER	NOT FINANCED UNDER THIS AGREEMENT
HP 401				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>

No. of Pages Included 700 Overages billed quarterly at \$.015 per page*

Please check one of the following: B&W Pages Color Pages

*plus applicable taxes

POOL NAME: **BW Prints 2**

Pool Location: _____

MAKE/MODEL/ACCESSORIES	EQUIPMENT POOL DESCRIPTION	SERIAL NO.	STARTING METER	NOT FINANCED UNDER THIS AGREEMENT
HP 477, 576, 252, 451, 570				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>

No. of Pages Included 2,300 Overages billed quarterly at \$.02 per page*

Please check one of the following: B&W Pages Color Pages

*plus applicable taxes

POOL NAME: **Color Prints**

Pool Location: _____

MAKE/MODEL/ACCESSORIES	EQUIPMENT POOL DESCRIPTION	SERIAL NO.	STARTING METER	NOT FINANCED UNDER THIS AGREEMENT
HP 477, 576, 252, 451, 570				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>

No. of Pages Included 1,300 Overages billed quarterly at \$.13 per page*

Please check one of the following: B&W Pages Color Pages

*plus applicable taxes

POOL NAME:

Pool Location: _____

MAKE/MODEL/ACCESSORIES	EQUIPMENT POOL DESCRIPTION	SERIAL NO.	STARTING METER	NOT FINANCED UNDER THIS AGREEMENT
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>

No. of Pages Included _____ Overages billed quarterly at \$ _____ per page*

Please check one of the following: B&W Pages Color Pages

*plus applicable taxes

Each piece of Equipment described in this Grouped Pool Billing Schedule includes all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

PAYMENT INFORMATION

Monthly Payment* \$ 210.06

*plus applicable taxes

CUSTOMER ACCEPTANCE

This Grouped Pool Billing Schedule is hereby verified as correct by the undersigned Customer.

City of El Mirage - Police Department

X

CUSTOMER
31518 (2017)

SIGNATURE

TITLE

DATED