

# Requisition

Req # 00168319

PO #

Date: 01/08/10

*Consent*  
# 19369  
1/19/10

Bill To: x  
x

Vendor: 78174  
COPY GRAPHICS, INC  
221 NORTH 10TH  
MCALLEN TX 78501  
FAX (956) 630-2628

Ship To: HIDALGO CO. PCT 4  
1051 N. DOOLITTLE  
EDINBURG TX 78542

Contact: MUNOZ JR  
956-383-3112

Contract No:

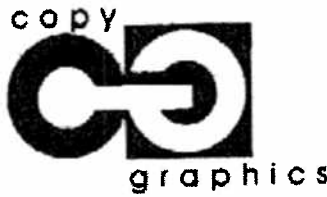
Special Instructions:  
PCT. REQ. #0046

*NIGP# 939-27*

| QUANTITY | UOM  | DESCRIPTION   | UNIT PRICE  | AMOUNT |
|----------|------|---|-------------|--------|
| 1.00     | YEAR | DO NOT DUPLICATE ORDER<br>COPIER SERVICE AGREEMENT FOR 412650<br>MODEL: RICHOH/AF 2020 DIGITALCOPIER<br>SERIAL #K8266840016<br>EFFECTIVE: 1/26/2010 TO 1/25/2011<br><br>TOTAL SERVICE PLAN FOR ONE YEAR OR 20,000 COPIES WHICH<br>EVER COMES FIRST, AND COVERS ALL PARTS AND LABOR,<br>MILEAGE AND SUPPLIES (TONER, DRUM NOT TO EXCEED 5 PER<br>CONTRACT PERIOD) : EXCLUDES PAPER. OVERAGES BILLED @<br>.02 PER COPY<br><br>Account No _____<br><br>0-1204-431-00-124-005-0-432<br><br><br><br>REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 | 400.00      | 400.00 |
|          |      |   | Encumbrance |        |
|          |      |   | 400.00      |        |
|          |      |   | Freight     | .00    |
|          |      |   | Total       | 400.00 |

Authorized By: \_\_\_\_\_

Req # 168319



www.copyp.com

221 North Tenth St • McAllen, Texas 78501
Phone (956) 631-0205 Fax (956) 630-2628 1-800-894-0133

COPIER SERVICE AGREEMENT - SCAN

This agreement is between Copy Graphics, Inc. and:

Company Name Hidalgo Co Precinct # 4 Cust# 3289
Physical Address 1051 N Doslitle Rd Billing Address Same
City/State/Zip Edinburg, TX 78539 City/State/Zip
Phone/Fax 956-383-3112 / 956-381-5905 Phone/Fax /

EQUIPMENT COVERED

Model: Ricoh/AF-2020 Options: SN: K8266S40016

Starting Meters: Copy/Print Clicks: 47,090 Scan:

Rate: \$ 400.00 for 20,000 clicks. Overage Rate: .02 per click.

All scans will be charged at \$.0025 per scan when scans exceed service agreement minimums or actual print usage. Scan meters will be checked every anniversary date of the contract and billed yearly.

Effective dates of agreement from January 26, 2010 to January 25, 2011 or clicks specified.

Contract to be billed: [X] Yearly [ ] Quarterly [ ] Monthly [ ] Included in Lease

I have read and agree to the terms and conditions of coverage on the reverse side of this service agreement. These conditions constitute the entire understanding between Copy Graphics, Inc. and the company I represent or myself. No other written or oral representations by any party shall be binding upon Copy Graphics, Inc. Prices are subject to change from year to year without notice. All charges and costs for which Copy Graphics, Inc. sends an invoice to Customer shall be due and payable, in full, thirty (30) days from the date of the invoice. Copy Graphics, Inc. may either suspend service OR charge service on an hourly basis (plus parts and mileage) until all outstanding, overdue invoices are paid in full.

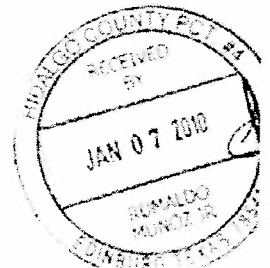
Authorized Signature

Title

Print Name

Laura Daza
Copy Graphics, Inc. Representative

January 7, 2010
Date



## DIGITAL TOTAL TERMS AND CONDITIONS

**ACCEPTANCE:** Copy Graphics, Inc. (Seller) agrees to provide and the Customer agrees to accept maintenance service on equipment listed at charges indicated in accordance with Seller's service policies. Seller shall have full and free access to the equipment to provide service thereon.

**TERM:** This Agreement will automatically be renewed unless previously cancelled in writing and accepted by Seller's Service Manager (30) thirty days prior to expiration of contract.

**SERVICE AVAILABILITY:** Service will be rendered under this Agreement only during normal business hours of Seller (Monday through Friday 8 a.m. to 5 p.m. except national holidays).

**INCLUSIONS:** Digital Total service plan includes on-site remedial maintenance, lubrication, cleaning, adjustments and the replacement of unserviceable parts except integrated circuit boards, unless equipment is protected by Seller approved power protection device. Plan also includes consumable supplies such as drum, developer and toner, not to exceed 5 per contract period. If the Customer has more than one unit that uses the same consumable supplies, all units must be placed under the same type of service plan. The unserviceability of parts will solely be determined by Seller, and replaced on an exchange basis. Replaced parts will become the property of Seller.

**EXCLUSIONS:** Service and maintenance support to be provided under this Agreement does not include repairs, replacement of parts and labor caused by, arising from, related to or made necessary by: a) use of equipment in a manner not recommended by OEM; b) failure to continuously provide a suitable installation environment, including but not limited to, adequate electrical power, air conditioning or humidity control; c) Customer's improper use, management, or supervision of covered equipment; d) accident and disaster, including but not limited to, fire, flood, water, wind or lightning; e) electrical work, devices, cables, etc., external to the equipment; f) the maintenance of accessories, alterations, attachments or other devices not covered by this agreement; g) excessive electrostatic discharge, improper grounding, improper power line protection; h) failure of Customer to perform OEM recommended daily/weekly maintenance and cleaning as described in the manufacturer's operator manuals; i) service providers and parts installers other than the Seller; j) improperly trained and inexperienced operators; k) service related to relocation of equipment; l) all consumable items not specifically listed in inclusions; m) connected products such as computer, printer, software or network-related features.

**EQUIPMENT OVERHAUL:** In the event that Equipment requires repairs beyond the limits of regular service and maintenance, such as, but not limited to, excessive wear and tear, age, long-term use, excessive use or other similar causes, an overhaul, as determined by Seller, may be required. Said overhauls are not covered by this Agreement. In such event an estimate of repairs shall be submitted by Seller to Customer detailing the cost of an overhaul. If Customer does not authorize said overhaul, Seller may discontinue service of the equipment without refund of the unused portion of this Agreement. Seller may refuse to renew this Agreement upon expiration.

**ASSIGNMENT:** This Agreement is not assignable to a third party without written permission from Seller, such permission not to be unreasonably withheld, and any attempt by Customer to assign any rights, duties, or obligations which arise under this Agreement without such permission shall be void. This contract is not refundable. If the equipment is traded in on new Seller equipment, any unused portion of the yearly contract charge will be prorated and applied towards the maintenance of the new equipment.

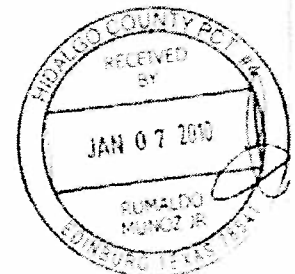
**LIMITED WARRANTY:** Seller warrants that services will be performed hereunder in a workmanlike manner in accordance with reasonable commercial standards. Parts are warranted against defects solely to the extent of the manufacturer's warranty, if any.

**DISCLAIMER OF WARRANTY:** EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, REPLACEMENT PARTS, LABOR AND SERVICES ARE PROVIDED "AS IS". SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**HAZARDOUS PRODUCTS:** Customer acknowledges that there may be products covered under this agreement that may be or become, considered as hazardous materials under various laws and regulations. Seller agrees to make available to Customer, safety information concerning said products. Customer agrees to disseminate such information, so as to give warning of possible hazards to persons who Customer can reasonably foresee may be exposed to such hazards, including but not limited to Customer's employees, agents, contractors and customers. If Customer fails to disseminate such warnings and information, Customer shall defend and indemnify Seller against any and all liability arising out of such failure.

**LIMITATION OF LIABILITY:** SELLER SHALL NOT BE HELD RESPONSIBLE FOR SELLER'S INABILITY TO PROVIDE TIMELY SERVICE DUE TO DELAYS. IN NO EVENT WILL SELLER, OR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR AFFILIATES, BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA OR BUSINESS INFORMATION, LIABILITY TO THIRD PARTIES, AND THE LIKE, ARISING OUT OF THE USE OR INABILITY TO USE THE EQUIPMENT. SELLER'S LIABILITY TO CUSTOMER (IF ANY) FOR ACTUAL DIRECT DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL BE LIMITED TO, AND IN NO EVENT EXCEED THE AMOUNT PAYABLE BY CUSTOMER FOR SERVICE AND MAINTENANCE SUPPORT ON THE UNIT OF EQUIPMENT INVOLVED FOR THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT WHICH ALLEGEDLY GAVE RISE TO THE DAMAGES.

**GOVERNING LAW:** This contract shall be governed by and construed according to the laws of the State of Texas.



COPY



graphics

# Fax Transmission

|                                   |                   |
|-----------------------------------|-------------------|
| 221 North 10 <sup>th</sup> Street | McAllen, TX 78501 |
| Phone: 956-631-0205               | Fax: 956-630-2628 |

To: Rumaldo Munoz Fax: 381-5905

From: Laura Garza Date: Jan 7, 2010

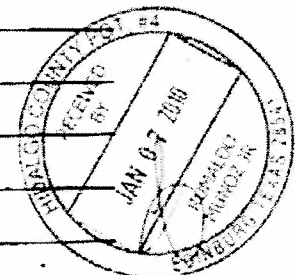
Re: Proposal Pages: 3

CC: \_\_\_\_\_



Short     For Review     Please Comment     Please Reply

*Please review attached  
Service Agreement expires  
January 25, 2010*



If you do not receive all pages, please call us at 956-631-0205. Contents of this fax are confidential. If you received this transmission in error, please notify the sender by phone or email at info@copyg.com.

