

Requisition
SUBSTANCE ABUSE TREATMENT FACILITY

Req # 00174638

PO #

Date: 04/27/10

Bill To: x
x

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

Ship To: SUBSTANCE ABUSE TREATMENT FACILITY
 1000 N M. ROAD
 P.O. BOX 1109
 EDINBURG TX 78540

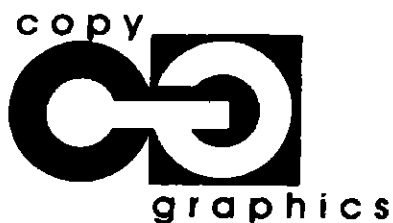
Contact: M.GARZA 4828

Contract No:

Special Instructions:
 REQ.# 491

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1.00	YEAR	PRIOR PO # 622499 DO NOT DUPLICATE ORDER FAX SERVICE MAINTENANCE AGREEMENT FOR THE CANON -LC-7301 SERIAL # KAH06757 FOR APRIL 29, 2010- APRIL 28, 2011. Account No _____ 0-1297-423-00-320-020-0-432 REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233	295.00 <u>Encumbrance</u> 295.00 Freight .00 Total 295.00	295.00 295.00

Authorized By: _____



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

FAX SERVICE AGREEMENT

This agreement is between Copy Graphics, Inc. and:

Company Name Hidalgo Co Substance Abuse Treatment Facility Cust# 3545
 Physical Address 1000 "M" Rd Billing Address PO BOX 1109
 City/State/Zip Edinburg, TX 78539 City/State/Zip Edinburg, TX 78539
 Phone/Fax 956-289-7413 / 956-380-3324 Phone/Fax _____ / _____

EQUIPMENT COVERED

Model: Canon/LC-7301 Serial: KAH06757
 Options: _____ Serial: _____
 Rate: \$ 295.00 per year.
 Effective dates of agreement from April 29, 2010 to April 28, 2011.

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

 Copy Graphics, Inc. Representative

April 27, 2010

 Date

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: Fax 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. 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 continually 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) consumable items such as chemicals and supplies, including but not limited to, ink, toner, toner cartridges, developers, ribbons, drums, maintenance kits, certain fuser and heater rollers, lamps and verification stamps; m) service related to installation of additional accessories.

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

221 North 10th Street McAllen, TX 78501
 P: 956-631-0205 F: 956-630-2628

CONTRACT PROPOSAL

Proposal Number: P100174
 Proposal Date: 04/27/2010

BH To: Hidalgo Co Substance Abuse Treatment Facility
 Accounts Payable
 PO Box 1109
 Edinburg, TX 78540
 USA

Customer: Hidalgo Co Substance Abuse Treatment Facility
 1000 "M" Rd
 Edinburg, TX 78539

3545	NET 30	05/27/2010	\$ 295.00	\$ 295.00
CGI1522-02	Melissa Garza 956-289-7413	04/29/2010	04/28/2011	\$ 295.00

Summary:

Contract base rate charge for the 04/29/2010 to 04/28/2011 billing period

\$295.00

\$295.00

Detail:

CANON/LC-730I

Number	Serial Number	Base Adj.	Location
1607	KAH06757	\$0.00	Hidalgo Co Substance Abuse Treatment Facility 1000 "M" Rd Edinburg, TX 78539

Title to the merchandise delivered will not transfer to the purchaser until amounts due and owing have been paid in full. There is a 20% restocking fee on all stocked supplies. No Returns for special order supply items or any parts.

Proposal SubTotal	\$295.00
Tax:	\$0.00
Proposal Total	\$295.00
Balance Due:	\$295.00