

Requisition

Req # 00203648

PO #

Date: 09/30/11

Bill To: x
x

Vendor : 42129
XEROX CORPORATION
P. O. BOX 7405
PASADENA CA 91109-7405

Ship To: RIGHT OF WAY DEPARTMENT
2401 N. MOOREFIELD RD
MISSION TX 78572

Contact: Becky Gomez
956-283-8134

Contract No:

Special Instructions:
ROW- 58

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1.00	EACH	DO NOT DUPLICATE ORDER Fee to Relocate Xerox Copy Machine to Edinburg ofc. Account No _____ 1-1200-431-00-260-001-0-346	365.00	365.00
			<u>Encumbrance</u>	
			365.00	
			Freight	.00
			Total	365.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

EQUIPMENT - CUSTOMER MOVES & RELOCATION AGREEMENT MOVE # 648284

Customer: HIDALGO COUNTY

Attention: BECKY GOMEZ

VIA XEROX COORDINATOR: NATOYA WEDDERBURN PHONE 1-800-979-7356 FAX 1-888-217-6333 Quote valid for 30 days.

The following terms and conditions of this agreement apply to all Customers requested moves/relocations of Xerox Equipment "the Equipment" covered by a current Xerox service contract. Via Xerox cannot begin scheduling your move/relocation process until we receive a fax copy of this signed Contract. If paying by purchase order, please fax a copy to us along with this signed form. (PO# _____).

Invoice requires purchase order YES NO . If YES is checked and you wish to waive this requirement for this move (please initial here _____).

Will Customer Bill To address change YES NO

Site check required: YES NO . A site check is available at an additional cost, contact Via Xerox for pricing.

REMOVAL ADDRESS	DELIVERY ADDRESS
Product Description : W7655P	Serial Number : VDR003047
Customer Name : HIDALGO COUNTY	Customer Name : HIDALGO COUNTY
Address : 2401 N MORREFFIELD	Address : 2818 S BUSNZ HWY 281
Room# / Floor / Department :	Room# / Floor / Department :
City / State / Zip Code : MISSION TX 78574	City / State / Zip Code : EDINGBURG TX 78541
Contact Name : BECKY GOMEZ Phone#: 9562838134	Contact Name: BECKY GOMEZ Phone#9562838134
FAX#: 9562838402	FAX#: 9562838402

STANDARD MOVE/RELOCATION TIMES: The following standard move/relocation times are necessary to coordinate Xerox carriers to physically move/relocate the Equipment. Equipment requiring specialized handling or destined to remote areas may take longer.

Localized moves within same metropolitan area MINIMUM of 5 business days
 Moves to rural area MINIMUM of 10 business days
 Relocations between metropolitan areas MINIMUM of 15 business days

DISCLAIMER: Xerox provides only move/relocation services pursuant to the terms and conditions of this Agreement. XEROX DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Xerox's liability for Equipment loss or damage is limited as set forth in the paragraph herein entitled "Limitation of Liability".

CHARGES: Customer shall be responsible for all move/relocation charges actually incurred by Xerox, including but not limited to cartage, disassembly and reassembly charges, additional rigging charges, storage, signed order cancellation, and any required parts and labor. In addition, all Xerox Customer Service Engineer labor associated with removal and reinstallation of the Equipment will be billed separately to Customer at current Xerox Time and Materials labor rates. The estimated transportation cost below does not include, and Customer shall be responsible for, any applicable federal, state, municipal or other governmental taxes, duties, excise taxes, or tariffs.

CUSTOMER SALE OF EQUIPMENT: For Equipment relocations pursuant to Customer sales, Customer shall provide Xerox with a bill of sale or other documents approved by Xerox prior to any move activity.

FORCE MAJEURE: If either party is prevented from fulfilling its obligations hereunder as a result of government actions, regulations, fires, strikes, accidents, war, terrorism or other causes beyond the reasonable control of either party, both parties obligations shall be suspended for a reasonable time during which such conditions exist.

TERMINATION: Either party may terminate this Agreement in the event of

ESTIMATED TRANSPORTATION COST: * \$ 365

REQUESTED MOVE DATE: ** 10/03/2011 10 | 11 | 11

*This nonbinding estimate is for planning purposes only. Customer is responsible for all costs actually incurred by Xerox pursuant to paragraph above entitled "charges".

** Xerox will use reasonable efforts to meet the requested date, but shall have no liability in the event the requested date cannot be met.

CUSTOMER ACCEPTANCE:

Signature: _____ Date: _____

material breach by the other party of the terms hereof if such material breach has not been cured within thirty (30) days of written notice of such breach. In the event Customer terminates this Agreement or cancels the services provided hereunder, Customer shall be responsible for any carrier charges incurred by Xerox as a result of such termination or cancellation.

LIMITATION OF LIABILITY: In the event of Equipment loss or damage, Xerox's sole obligation shall be to repair such Equipment or replace, in its discretion and at its option, such Equipment with equipment of an equivalent configuration. Failure by Customer to give notice of any claim (whether discovered or undiscovered) within thirty (30) days from the delivery date shall constitute a waiver by Customer of all claims with respect to such Equipment. The remedy provided herein is Customer's sole and exclusive remedy with respect to such Equipment, and Customer hereby waives direct, consequential, incidental, indirect or special damages.

DISPUTE RESOLUTION: Any claim or dispute which the parties are unable to resolve informally shall be settled by arbitration administered by the American Arbitration Association, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any monetary awards resulting from the arbitration shall be limited in accordance with the provisions of this Agreement, shall be limited to a specific compensatory sum (as opposed to any equitable relief), and may not be appealed.

GOVERNING LAW: This Agreement shall be governed by New York law without regard to its conflict of laws principles.

ENTIRE AGREEMENT: This Agreement is the complete agreement of the parties and supersedes all prior written or oral agreements regarding the Services, including any preprinted terms on Customer's purchase order, which shall be void and of no force and effect. Xerox may accept this Agreement either by its authorized signature or by commencing performance. Xerox may retain reproduction (e.g. electronic image, photocopy, facsimile) of this Agreement and of Customer's purchase order, each of which shall be considered an equivalent of the original document. All the changes to this Agreement must be made in writing signed by both parties. This Agreement may not be assigned by Customer without the prior written consent of Xerox.

ESTIMATED SERVICE COST: * \$0.0

ESTIMATED DELIVERY DATE: ** 10/03/2011 10 | 11 | 11

XEROX ACCEPTANCE:

Signature: _____ Date: _____