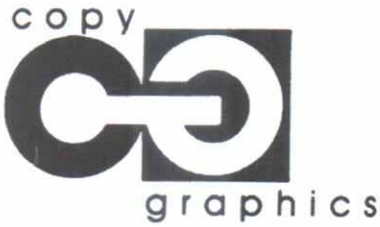


Reg 285437 CC 10/27/15 51636



4093742-03

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

SERVICE AGREEMENT

This agreement is between Copy Graphics, Inc. and:  
Company Name HIDTA (Hidalgo County Task Force) Cust# 3238  
Physical Address 3100 South Clossner Billing Address PO Box 5719  
City/State/Zip Edinburg, TX 78539 City/State/Zip McAllen, TX 78502-5719  
Phone/Fax 956-381-0444 / 956-381-8722 Phone/Fax \_\_\_\_\_ / \_\_\_\_\_  
EQUIPMENT COVERED  
Model: 4005 C/C Shredder Serial: 4093742  
Options: \_\_\_\_\_ Serial: \_\_\_\_\_  
Rate: \$ 495.00 per year.  
Effective dates of agreement from 10/17/15 to 10/16/19.

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

Hidalgo County Judge  
Title

Print Name

Ana Escobar

Copy Graphics, Inc. Representative

Date

# 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. Full and free access includes activation of remote access to automated monitoring of meters, consumable supply usage, and service alerts.

**ERRORS & OMISSIONS:** This contract allows inadvertent mistakes such as mathematical calculations and/or typing errors to be corrected without resulting in a breach of this agreement. All inadvertent errors will be rectified upon discovery and written notice given to the other party.

**TERM:** The term of this agreement shall be for a period of four (4) years commencing on 10/17/15 to 10/16/19 unless terminated earlier as herein provided. Customer may terminate this agreement without cause on thirty (30) days written notice.

**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:** 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) connected products such as computer, printer, software or network-related failures, programming, or training; n) license and/or installation fees for any renewal or upgrade of any and all software installed on unit o) 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.

**From:** Martha Salazar [<mailto:martha.salazar@co.hidalgo.tx.us>]  
**Sent:** Thursday, May 24, 2012 11:42 AM  
**To:** 'Darlene Betancourt'; 'Matilde Faz'; 'Yvette Isles'  
**Cc:** 'Tanya Deira'; [liza.lopez@co.hidalgo.tx.us](mailto:liza.lopez@co.hidalgo.tx.us)  
**Subject:** FW: TAX OFFICE "COPY GRAPHICS" AGREEMENTS

Ms. Yvette

Please follow legal counsel's recommended changes and either make them here or ask vendor to do so. Get contact information from Marty.

Marty

**From:** Steve Crain [<mailto:scrain@attishell.com>]  
**Sent:** Thursday, May 24, 2012 7:44 AM  
**To:** 'Martha Salazar'  
**Subject:** RE: TAX OFFICE "COPY GRAPHICS" AGREEMENTS

The term on the reverse side must be deleted and the following inserted in lieu of the deleted paragraph: The term of this agreement shall be a period of one year commencing on----- and ending on-----unless earlier terminated as herein provided. Customer may terminate this agreement without cause on thirty (30) days written notice.

**From:** Martha Salazar [<mailto:martha.salazar@co.hidalgo.tx.us>]  
**Sent:** Wednesday, May 23, 2012 5:08 PM  
**To:** 'Steve Crain'  
**Cc:** 'Matilde Faz'; 'Darlene Betancourt'  
**Subject:** FW: TAX OFFICE "COPY GRAPHICS" AGREEMENTS  
**Importance:** High

Mr. Crain:

Please review and comment as to form.

Marty

**From:** Matilde Faz [<mailto:matilde.faz@co.hidalgo.tx.us>]  
**Sent:** Wednesday, May 23, 2012 4:03 PM  
**To:** 'Martha Salazar'; 'Darlene Betancourt'  
**Subject:** TAX OFFICE "COPY GRAPHICS" AGREEMENTS

Ms. Marty, Ms. Darlene

Can this be email to Legal for review? I will be placing this for the next Commissioner's Court of 6/5/2012

Thanks!



*Matilde (Marty) Faz*  
THE COUNTY OF HIDALGO, TEXAS  
Purchase Order Specialist II