DIGITAL Imaging Systems
6890 N Camino Martin, Suite 120
Tucson, Arizona 85741
Phone: 520.797.3671 • Fax: 520.797.3681 • Email: digital-imaging@att.net

Maintenance Agreement

Company Name: Gila County Elections

Contact: Linda Eastlick Title: _____

Address: 5515 S Apache Ave, Suite 900

City: Globe State: AZ ZipCode: 85501

Phone: 928-402-8708 Ext.: _____ Fax: _____

Make/Model: Kyocera TA-5500i S/N: N3X1500227

Equipment ID#: 4543 BMR: 0 Date: 07/21/2011

Contract Type:

- ☐ Standard Service: Includes Parts & Labor
- ☑ Full Service: Includes Parts, Labor & Supplies (excluding Paper & Staples)
- ☐ Premium Service: Includes Full plus 7 day a week, 7 a.m. – 7 p.m. service availability

Contract Term:

☐ Annually ☑ Monthly ☐ Quarterly

Contract Includes:

☑ Parts ☑ Fuser
☑ Labor ☑ Toner
☑ Drum ☑ Developer

Contract Pricing:

☑ Copy Allowance 0 ☑ Rate $ 0.00
☑ Excess Copies Billed at $ 0.0041 ea.

Comments: Billed monthly in arrears. No minimums, no maximums

I have read the Agreement and agree to the terms and conditions set forth (see back).

GILA COUNTY:

Michael A. Pastor, Chairman
Board of Supervisors

Digital Imaging Systems, LLC 8.1.11 Date

ATTEST:

Marian Sheppard, Chief Deputy
Clerk of the Board

Bryan B. Chambers, Chief Deputy
County Attorney

TERMS AND CONDITIONS

1. **TERMS.** This Contract shall become effective when signed by the Customer and an authorized Digital Imaging Systems, LLC (Digital) representative and shall remain in force for a period of one (1) year on all products, copier terms shall be one (1) year or the copy volume as specified on the reverse, whichever comes first. This Contract will automatically renew for successive similar periods and copy volumes, as applicable, provided that Customer is not then in default. Should Digital receive an increase in costs, only the actual increase will be passed to Customer during the next billing cycle.

2. **OPTIONS.** Standard Service includes all parts and labor services from 8:00 a.m. – 5:00 p.m., Monday through Friday. Full Service includes all parts, labor services from 8:00 a.m. – 5:00 p.m. Monday through Friday, and all supplies excluding paper. Premium Service includes all Full Service plus extended labor services from 7:00 a.m. – 7:00 p.m.

3. **COMPENSATION TO DIGITAL.** Pertaining to copiers only, this Contract is based on an average monthly volume of clicks. In the event that Customer's contract volume, as stated on the face of this document, is exceeded within the term of this Contract an additional charge per click will be billed to Customer at the per click rate set forth. If a current meter reading is not made available to Digital, billing will be based on an estimated volume. This estimate will be determined by Digital either on the basis of past Customer usage history or if no history exists, by a reasonable determination by Digital.

   For all products, the initial annual charge for maintenance under this Contract shall be the amount set forth on the face of this document. The annual maintenance charge for any renewal term will be the charge in effect at the time of renewal. Customer agrees to pay the total of all charges for maintenance during the initial term, as well as any renewal term thereafter, within ten (10) days of Digital's invoice date for such charges. Customer understands any alterations, attachments or specification changes may require an increase in maintenance charges, and Customer agrees to pay such charges promptly when due.

   The amount of compensation to be paid to Digital by Customer shall be increased by an amount equal to applicable tax now or hereafter assessed, levied, or imposed by any federal, state or local authority. This contract is contingent upon Customer meeting the credit standard set forth by Digital. In the event that Customer does not meet the credit standard, this Contract shall be null and void and of no force or effect. If declined, Digital will notify Customer of the credit determination within sixty (60) days after the commencement of this maintenance agreement. Digital reserves the right, from time to time, to review Customer's credit standards should any payments be made later than ten (10) days from the invoice date for such charges to Customer.

4. **ADVANCE INSPECTION.** Digital reserves the right to inspect all equipment to be covered under this Contract to determine that it meets manufacturer's standards and is in good mechanical condition as of the effective date of this Contract. Should Digital determine that the equipment required repair or overhaul prior to entering into this Contract, such repair or overhaul, if authorized by Customer will be made at Digital's standard hourly rate, plus parts required and promptly billed and paid by Customer.

5. **MAINTENANCE.** Customer shall notify Digital when maintenance service is requested and will give Digital full access to the equipment.

   A. Digital agrees to make all necessary adjustments and repairs during normal business hours to keep the equipment in good operating condition in accordance with Digital's policies then in effect. Normal business hours shall be defined as 8:00 a.m. – 5:00 p.m. Monday through Friday, holidays excepted.
   B. Digital will replace without charge, parts which have become broken or worn through normal use and are necessary to equipment servicing and maintenance adjustment. This Contract covers all labor necessary for cleaning, lubrication, technical adjustments and replacement of parts, EXCEPT
      1. Repairs resulting from causes other than normal use; abuse or misuse by Customer (including without limitation, damage to copier drums and use of supplies or spare parts that do not meet manufacturer's specifications and which cause abnormally frequent service calls or service problems); accident, transportation, electrical power failure, air conditioning or humidity control.
      2. Repairs made necessary by service performed by other than a Digital authorized representative.
      3. Service calls or work the Customer requests to be performed outside Digital's normal business hours.
      4. Shop repair, reconditioning, rebuilding, overhauls or modifications of the equipment. The hourly charge for any of these repairs is $65.00 per hour and the parts will be charged at 15% above cost.
   C. "After hours" or overtime service requested by Customer will be provided on an "if available" basis, and charged to Customer at Digital's overtime rate. If a special call is requested for the mere purpose of installing such consumable supplies, Customer will be charged Digital's normal hourly rate. Additional freight charges will be applied when Customer requests delivery of supply items by a carrier other than normal delivery means as specified by Digital.

6. **KEY OPERATOR INSTRUCTION.** Customer shall provide a Key Operator for each shift of operation, and shall at Digital's request ensure that all operators are instructed by Digital in the use and care of the equipment. Customer's Key Operator shall be responsible for notifying Digital when preventative maintenance needs to be performed according to equipment specifications, to be scheduled at Digital's earliest opportunity. Should Customer's Key Operator change, Customer is responsible to see that the equipment remains in an area where the temperature, airflow and electrical requirements meet those of the manufacturer's specifications and that the area selected allows Digital maintenance personnel reasonable access for repairs.

7. **TERMINATION OF CONTRACT.** This Contract may be terminated immediately by Digital for any one of the following reasons:
   A. Failure of Customer to pay any amount which is due hereunder;
   B. Discovery by Digital that the machine is not being used in accordance with the intended purpose;
   C. Discovery by Digital of lack of proper maintenance by Customer between scheduled preventative maintenance calls;
   D. Abuse of the equipment by Customer and/or any equipment operators;
   E. If in the reasonable opinion of Digital, equipment services requires removal to a Digital location, and Customer denies the removal;
   F. The transfer of the equipment from its present location beyond a fifty (50) mile radius of any Digital facility. In this event, Digital may at its option not terminate the Contract, but rather by mutual agreement increase the compensation payable pursuant to Paragraph 2;
   G. If Customer does not pay all charges for maintenance or parts as provided hereunder, promptly, when due: (1) Digital may (a) refuse to service the equipment or (b) furnish service on a C.O.D. "per call" basis at published rates, and (2) Customer agrees to pay Digital's costs and expenses of collection which include the principle balance plus 16% simple interest per annum, Digital's reasonable attorney's fees (whether or not litigation is commenced or prosecuted to final judgement) and, in addition thereto, all court costs in connection with any legal proceeding.

   This contract may be terminated by either party by giving written notice thirty (30) days prior to the expiration date of this Contract. If not cancelled, this Contract will renew automatically for another twelve (12) months.

8. **DELAYS BEYOND CONTROL OF DIGITAL.** Digital assumes no liability for delays or failures hereunder caused by government, acts of God, labor difficulties, and causes beyond Digital's control, or for damages resulting from delays in performing the services under this Contract or any consequential damages whatsoever.

9. **MODIFICATION AND/OR TRANSFER OF CONTRACT.** No amendment, change, or modification of this Contract shall be valid unless in writing and signed by an Officer of Digital except with prior written consent of Digital, which consent will not be unreasonably withheld, this Contract is not transferable.

10. **NO WARRANTY.** Other than the obligations set forth herein, Digital disclaims all warranties, express or implied, which includes any implied warranties of merchantability, fitness for user, or fitness for a particular purpose. Digital shall not be responsible for direct, incidental, or consequential damages, including but not limited to, damages arising out of the use or performance of the equipment or the loss of the equipment.

11. **MISCELLANEOUS.** This Contract shall be governed by and construed according to the laws of the State of Arizona, in which Digital is located, applicable to agreements wholly negotiated and performed in such State.

Anti-Terrorism Warranty: Pursuant to **A.R.S. §35-397** the Supplier certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

Legal Arizona Workers Act Compliance: Firm hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Firm's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Firm shall further ensure that each subcontractor who performs any work for Firm under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Firm and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Firm's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Firm to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Firm shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to County approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

Firm shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Cancellation: This agreement is subject to cancellation pursuant to A.R.S. §38.511.

GILA COUNTY:

GILA COUNTY BOARD OF SUPERVISORS

_____

Michael A. Pastor, Chairman, Board of Supervisors

07/05/2011

Date

ATTEST:

_____

Marian Sheppard, Chief Deputy Clerk of the Board

APPROVED AS TO FORM:

_____

Bryan B. Chambers, Chief Deputy County Attorney
***for* Daisy Flores, County Attorney**

DIGITAL IMAGING SYSTEMS:

_____

Individual Authorized to Sign

Shana Almon

Print Name

Managing Member

Title

8.1.11

Date