Thomas Reprographics, Inc.

Maintenance Agreement

Bill To

Gila County Engineering
1400 E. Ash Street
Globe, Arizona 85501
Valrie Bejarano 928-402-8612
vbejarano@co.gila.az.us

Location

745 N. Rose Mofford Way
Globe, Arizona 85501

Model #	Serial #	Contract Terms	Rate
Oce Plotwave 300	**330200694**	Maintenance Agreement provides all Travel, Labor, Parts and Preventive Maintenance visits. Consumable items such as Media, Toner and Developer are not covered.	1,680 / Year
Allowable Usage	24,000 LF/ Year	Client agrees to pay Thomas Reprographics .041 per Sq. ft. for usage in excess of the semi-annual usage factor of 12,000 Sq. feet. The excess copy charge is billed semi-annually in arrears.	
		Special Notes: Photoreceptor coverage YES Beginning Meter to be taken Additional Terms and Conditions on page 2. Coverage period 9/1/2012 – 8/31/2013	

The equipment listed is to be maintained subject to the terms and conditions on the reverse side.

Acceptance

Customer Name Don E. McDaniel, Jr. Gila County Manager P.O# _____

Customer Signature _____ Date 7/18/12

Service Manager Chris Rice Date 7/10/12

TERMS AND CONDITIONS

THOMAS REPROGRAPHICS

AGREEMENT

This Agreement covers the equipment described on the face hereof and does not include any equipment or accessories not listed thereon. During the term of this Agreement, specified on face hereof, Thomas Reprographics will maintain the Equipment in good working order in accordance with the terms and conditions set forth.
This Agreement may not be assigned by Customer. Cancellation requires a 30-day written notice and is subject to penalty as set forth in Paragraph 4.
Specifically excluded from this Agreement is the photoreceptor drum and consumable supplies necessary to test or operate equipment covered through this Agreement unless otherwise specified.
All taxes levied or imposed, now or hereafter, by any government authority shall be timely paid by the Customer.
This Agreement provides service for Equipment at the address specified on the face hereof. Customer agrees to be responsible for all costs associated with relocation initiated by Customer.
In the event any equipment is moved to another location, this agreement is subject to an appropriate adjustment in the annual rate and meter charge where applicable.

INVOICE/PAYMENT

Maintenance Agreement charges are made payable in advance as specified on the face hereof. This Agreement will automatically renew on the annual renewal date shown on the face hereof, unless written notice is received 30 days prior to the annual renewal date at Thomas Reprographics, Inc. 4102 N. 24th Street Phoenix, Arizona 85016.
With respect to Equipment subject to associated usage or overage fees, at the end of each period, Customer agrees to provide meter readings to Thomas Reprographics. If meter readings are not provided promptly to Thomas Reprographics, meter charges may be estimated and invoiced accordingly.
Invoices are payable Net 10th Prox.

FULL SERVICE MAINTENANCE

Service as specified in the face hereof, will be provided by Thomas Reprographics or its designated Authorized Dealer during normal business hours. Service at time other than Thomas Reprographics normal business hours shall be furnished at Customer's request on an "If available" basis at the "After Hours," travel and labor rates.
Customer agrees to provide Thomas Reprographics access to the Equipment to perform the Periodical Maintenance Program as specified by Thomas Reprographics.
Thomas Reprographics has the right to install and or remove developer to maintain good copy quality in performance of their Agreement. Developer will be removed in accordance with applicable Periodic Maintenance programs and will be removed from the Customer's premises unless The Customer specifically requests otherwise.
All parts determined to be irreparable by Thomas Reprographics will be replaced under Thomas Reprographics sole judgment. Replaced parts become the property of Thomas Reprographics.
Thomas Reprographics will install improvements designated by the Manufacturer as "Mandatory retrofit" for the equipment.
Equipment upgrades designated as "Optional" by the Manufacturer are not covered by this agreement. Such "Optional" upgrades will be performed at the current prevailing rate.
Customer agrees that Thomas Reprographics will not be required to perform maintenance under this Agreement made necessary due to accident, misuse, abuse, neglect, theft, vandalism electrical power failure, fire, water or other casualty, or to repairs made necessary as a result of service personnel other than Thomas Reprographics or a undesignated authorized dealer, or repeated use of supplies or parts that do not meet the manufactures specifications. Separate charges for repairs or replacement due to the foregoing shell be born by the Customer and performed at Thomas Reprographics prevailing rates.

H Repetitive service resulting from either a failure in replacing or updating recommended supplies which have exceeded their use through damage or normal wear, or the performance of key operator duties as set forth during operator training at time of installation of equipment, will be subject to charge at the current prevailing rates in effect.

I When service work beyond the scope of this Agreement is required. Thomas Reprographics will submit a cost estimate for such service work as authorized by the Customer. A separate invoice will be rendered.

4. BREACH/CANCELLATION

A Thomas Reprographics may cancel this agreement on breach by Customer of any terms and conditions hereon, by written notice to customer ten (10) days in advance.

B In the event of cancellation initiated by Customer, Thomas Reprographics must receive cancellation notice from Customer 30 days in advance.

C Upon termination of this Agreement either by breach or cancellation, Customer shall forfeit all payments made annually in advance plus the linear meter charge for 30 days from the effective date of notice or cancellation. If the specified Agreement on the face hereof is an annual contract with the minimum charge payable monthly in advance, the Customer shall remain liable for the remaining monthly charges until the termination of the contract period as specified on the face hereof plus the linear meter charge for 30 days from the effective date of notice of cancellation.

5. FORCE MAJEURE

A Thomas Reprographics shell not be responsible for failure to render service due to causes beyond its control including, but not limited to: work stoppages, fire, civil disobedience's, riots, rebellions acts of God, and similar occurrences

6. GENERAL PROVISIONS

A Equipment Operators: Customer shall provide specified equipment operators trained to perform key operator duties as set forth during operator training at time of Equipment Installation

B Notices: All notices made pursuant to this Agreement will be effective upon mailing to Thomas Reprographics and the Customer at the addresses on the face hereof.

C Headings: The headings and titles of the agreement are inserted only for convenience and shall not effect the interpretation or construction of any provision.

D Governing Law: The Agreement will be governed by and construed according to the laws of the State of Arizona

7. ENTIRE AGREEMENT

A This Agreement shall become effective only after execution by Customer and Thomas Reprographics in the (place) provided. It is expressly understood that no further form of acceptance, verbal or written, will be valid or binding and that this Agreement shall constitute the entire Agreement between the Customer and Thomas Reprographics with respect to its subject matter, irrespective of inconsistent or additional terms and conditions in Customer's Purchase Orders and any other documents submitted to Thomas Reprographics by Customer or in representations made by Thomas Reprographics, Inc. personnel.

Attachment "A" by mention is made a binding part of this agreement as set forth herein.

ATTACHMENT "A"

Anti-Terrorism Warranty: Pursuant to **A.R.S. §35-393.06(B) and 35-391.06(A)** the Contractor 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 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 the cancellation pursuant of A.R.S. §38.511.

Thomas Reprographics, Inc.

Chris Rincon

Individual authorized to sign

CHRIS RINCON

Print Name

SERVICE MANAGER

Title

7/10/12

Date