

FENTON'S OFFICE SOLUTIONS, INC.  
565 1st Street, Idaho Falls, ID 83401  
Office: 208-523-1444 Fax: 208-523-3179

MAINTENANCE AGREEMENT CONTRACT

MACHINE LOCATION

Name: Sandcreek Middle School  
Address: 2955 Owen St  
Ammon, ID 83406  
Contact: Dee LaPearle  
Phone #: 208-525-4416  
Account Number:

BILL TO LOCATION

Name:  
Address:  
Customer PO #:  
Sales Tax Status  
Account Number:

EQUIPMENT COVERED

Model	Serial Number	Equipment ID	Meter	Base price
Various Desktop Printers	See Attachment			\$0.00
Contract Covers	0	Color Copies Per Term	Subtotal	\$0.00
Contract Covers	0	B/W Copies Per Term	Total	
Excess Copies @	\$0.10	(color)		
Excess Copies @	\$0.0135	(B/W)		

Type of Contract

- ☒ Copy Care (labor, parts, drums, toner)  
☐ Copier Maintenance (parts, drums, labor)  
☐ Copy Care (without drum)  
☐ Copier Maintenance (without drum)  
☐ Typewriter/Printer Maintenance (cleaning only)  
☐ Fax/Printer Maintenance (without drum)  
☐ Typewriter Maintenance (parts, labor)

Billing Terms

- ☒ Monthly  
☐ Quarterly  
☐ Semi-Annual  
☐ Annual  
☐ Other \_\_\_\_\_ Months

CALENDAR DATE COVERED

From: 8/27/2018  
To: 8/26/2019

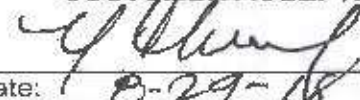
SPECIAL INSTRUCTIONS

- \*Contract is non-cancelable for one year.  
\*Contract does not cover any networking.  
\*Contract is monthly usage only

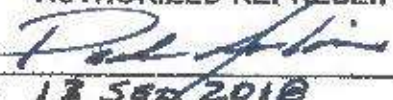
ADDITIONAL TERMS AND CONDITIONS ON REVERSE

I, the undersigned, have read and understand all the terms of this contract.

CUSTOMER ACCEPTANCE

  
Date: 8-29-18

AUTHORIZED REPRESENTATIVE

  
Date: 12 Sep 2018



**CONTRACT AMOUNT:** This is a binding contract that shall become effective upon Customer's signature to this Maintenance Contract. Customer agrees and understands that the length of this Maintenance Contract is 12 months. Customer further agrees and understands that the entire amount due under the Maintenance Contract is \$0.00 plus copy overages. Customer may make payments on the entire amount due under this Maintenance Contract in prorated amounts equal to the Billing Term identified on page one (1) of this Maintenance Contract. If the Customer does not pay the prorated amount in full due during each Billing Term, Fenton's may refuse to provide continued service of the equipment in which case the entire balance under this Maintenance Contract will be immediately due and payable.

**SERVICE HOURS:** This contract covers unlimited service calls during normal working hours: 8:00 a.m. to 5:00 p.m. Monday through Friday, except holidays.

**COVERAGE:** This contract includes all parts and labor for adjustments and repairs necessitated by normal use of the machine as determined by Fenton's. Customer agrees to use only approved supply products on copiers covered by this Maintenance Contract. If service is required due to use of non-approved supplies, customer agrees to pay any additional service charges that may be incurred due to inferior or foreign supply products.

**GUARANTEES:** All local calls have a guarantee that a technician will be on site within a day and the customer will receive a call from the technician within one hour of placing the service call to let them know what time they will be there. All out of the area calls have a guarantee that a technician will be on site by business close the next day if the service request was called in before 10:00 am.

**THIS CONTRACT DOES NOT INCLUDE:** Drums (unless specified on previous page), in-shop overhauls and/or reconditions of equipment, after hours service, abuse or misuse by customer, neglect, fire, flood, lightning, and other acts of nature, or damage resulting from service by unauthorized personnel. The use of unauthorized third party components, modification or personnel to effect repairs or changes will cause additional charges to customer. Also excluded from this contract and chargeable to the customer in the normal course of maintenance are consumable and appearance items. This includes covers, exit trays, toner (unless on copy care contract as specified on previous page), staples, paper, etc. Network, PC and Print Driver service is not included in the maintenance contract and will be billed on a "per call" basis. Any service or supplies which are in excess of the amounts specified on page one (1) of this Maintenance Contract or are not specifically covered by this Maintenance Contract and any service or supplies which are given after the expiration date of this Maintenance Contract will be billed separately.

**KEY OPERATOR:** Maintenance prices are predicated on the requirement that each customer provide a Key Operator that will be responsible for designated duties in the operator's manual and to insure that the proper supplies are loaded correctly.

**DURATION OF CONTRACT:** After expiration of the initial term, the contract shall automatically renew in one (1) year increments unless Fenton's is notified in writing within 30 days from the expiration date. In order to continue providing quality service, the cost of this Maintenance Contract may be escalated on the anniversary date upon renewal. The contract will not be increased more than 10% upon renewal.

**ATTORNEY'S FEES AND COSTS:** The customer agrees to pay the cost and expenses of collection, including any reasonable attorney's fees Fenton's incurs to recover on this contract. The parties stipulate that the venue of any legal action brought to enforce or otherwise adjudicate any of the terms of this Maintenance Contract shall be in Idaho Falls, Idaho.

**LATE FEES:** Late fees will be charged at \$35.00 or 1.5% per month (whichever is greater) after thirty (30) days on any unpaid balance.

**ENTIRE AGREEMENT:** This Maintenance Contract contains the entire agreement between the parties, and supersedes any prior written or oral agreements between them concerning the subject matter contained herein. The provisions of this contract may be modified, waived, altered, amended or repealed, in whole or in part, only upon the written consent of all parties.

**GOVERNING LAW:** This Maintenance Contract shall be interpreted and the legal relations between the parties determined in accordance with the laws of the State of Idaho. The invalidity, in whole or in part, of any provision of this Maintenance Contract shall not affect the validity of enforceability or any other provisions thereof.

**CONSTRUCTION:** The "Terms For Equipment Covered" contained on page one (1) of this contract and the "Additional Terms and Conditions" beginning on page one (1) of this contract shall constitute this Maintenance Contract. In the event of a conflict between the provisions of the "Terms For Equipment Covered" and the "Additional Terms and Conditions," or any other provisions, which may become a part of this Maintenance Contract, the terms and conditions of the "Terms For Equipment Covered" shall take precedence and govern.

**ASSIGNMENT:** This Maintenance Contract may not be assigned without the prior written consent of the other party, which consent shall not be unreasonably withheld. However, Fenton's may assign its rights to monies due or payable under this Maintenance Contract.

CUSTOMER ACCEPTANCE



Date:

8.9.2018