



Rep: \_\_\_\_\_

Order Date: 9/21/2020  
P.O. # \_\_\_\_\_

## Maintenance / Support Agreement

### Sold to Customer (Billing Address)

Name: KEDC  
 Address: 904 Rose Lane  
 City: Ashland State: KY Zip: 41102  
 Phone: 606 928-0205  
 Fax: 606 928-3785  
 Contact: TVonderheide  
 Email: tammy.von@kedc.org

### Ship to Customer (Physical Location)

Name: KEDC  
 Address: 118 James Court  
 City: Lex State: KY Zip: 40505  
 Phone: 859-255-6411  
 Fax: \_\_\_\_\_  
 Contact: \_\_\_\_\_  
 Email: \_\_\_\_\_

Plan Type	Beginning Date	Ending Date	Model	Serial Number	Base Price	Copies Included	Overage Rate	Billing Cycle	Group Y/N	Begin Meter
FCMA			C5750			3,000	\$0.011000			
				Included in Lease		1,000	\$0.0700			
				Bill Excess Qrtly						

**Quarterly reviews will be performed to ensure that monthly committed volumes are being met. If they fall below commitment, we reserve the right to alter the terms and pricing of this contract.**

*Scanned pages may be billed at a rate of \$0.001 per page if scanning is determined to be excessive*

<b>FCMA:</b>	<b>Includes toner, parts, labor &amp; travel. Excludes staples &amp; network support.</b>
<b>FCMA-S:</b>	<b>Same as FCMA except staples are included. Excludes network support.</b>
<b>FCECT:</b>	<b>Same as FCMA except excludes color toner. Excludes network support.</b>
<b>FAX:</b>	<b>Includes parts, labor &amp; travel. Excludes toner &amp; process kits. Excludes network support.</b>

**This contract includes toner to the extent of the manufacturer's stated yield. The yield for your toner is based on 6% coverage. If coverage or toner**

*Tammy Vonderheide*  
 Accepted By

*CFO*  
 Title

*10/8/20*  
 Date

**\*\*Declined By**

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date

**\*\*By signing "declined or "declined by" I acknowledge that I do not wish to take any maintenance plan and understand that fix/repair service will be billed at a rate of \$140/hour and network support service will be billed at a rate of \$160/hour. I further acknowledge that I am authorized to sign legally binding documents on behalf of my company.**

Commonwealth Technology Office Approval: \_\_\_\_\_

Client Name:

KEOC

**TERMS AND CONDITIONS OF SUPPORT & MAINTENANCE AGREEMENT**

**PAYMENT TERMS:** Commonwealth Technology payment terms are Net 20 Days from date of invoice. Commonwealth Technology, Inc., reserves the right to charge 1.75% per month interest on all account balances past due. Prices are subject to change.

**TONER BILLING:** We require a meter reading and ID # (serial number) when toner is ordered. Toner included in any applicable maintenance agreement and excessive copies agreement is based upon manufacturers' stated yields and are subject to change. Toner requests exceeding these yields will be billed to the customer. \*\*A three business day notice is required for toner orders. If expedite is requested, additional charges may be incurred. Toner shipments are subject to shipping and handling charges. Client is responsible for supplying meter readings at Commonwealth Technology's request. If readings are not supplied, Commonwealth Technology reserves the right to estimate readings for billing purposes. Client agrees to allow Commonwealth Technology to install software on client's network to obtain meter readings, supply levels and service alerts (at the discretion of Commonwealth Technology).

**QUARTERLY VOLUME REVIEW:** This agreement and pricing is based upon the committed monthly volumes stated on the first page of this document. A quarterly review will be conducted to ensure that volumes stay at or above committed levels. If volumes fall below commitment, the pricing of this agreement may be adjusted.

**CONTRACT RENEWAL:** Commonwealth Technology reserves the right to review and amend and/or increase the contract as needed on an annual basis (up to 20% annually). If excessive usage and wear and tear on the equipment is determined, prices are subject to change at any time.

**TERMINATION / DEFAULT:** This agreement is for a one-year period from begin date and will automatically renew upon the expiration date, at the same rate or greater per year, unless a written notice is provided to or by Commonwealth Technology within 30 days of the renewal date. If payments are past due, Commonwealth Technology may suspend all services and supplies until payments are made. In the event of a default, Commonwealth Technology may terminate agreement without notice. Client remains obligated to pay all unpaid invoices accrued through and including the final billing payment period. Default occurs when client fails to fulfill or abide by any of the obligations or terms under this agreement, including non-payment of invoices. All unused toner or supplies in possession of the customer at the time of contract termination must be returned to Commonwealth Technology, Inc. in useable condition. If customer uses toner in covered equipment purchased from any other vendor, this contract can be immediately cancelled by Commonwealth Technology and damaged caused by the use of the toner can be billed to the client. Client is further responsible for providing a final meter reading to Commonwealth Technology, Inc. and is obligated to pay the final meter due invoice.

**NETWORK SUPPORT:** No network support is included in this agreement. Network support is available on a separate contract (Connectivity Support Agreement) and is charged over and above the equipment maintenance agreement. An equipment maintenance agreement must be in place before a Connectivity Support Agreement can be added. The Network Support Agreement supports printing, scanning and faxing functions as it relates to covered equipment only. Any manufacturer's software or third party software is not included in our equipment maintenance agreement.

**EXCLUDED FROM THESE AGREEMENTS:**

Paper or the reliable use of said equipment utilizing paper weights, staples & qualities not recommended by the manufacturer.

Damage to the equipment caused by unauthorized repairs, alterations, relocation, reinstallation or vandalism or damage caused by floods, earthquakes, fire, acts of God or any acts of war. Moves must be completed by Commonwealth Technology

Service calls after normal working hours (8-5 EST, Monday through Friday, company holidays excluded) are not included in this agreement. Emergency, after-hours rates would apply to work performed outside of these hours.

Photoreceptor / Drum replacement damage due to nicks, fingerprints, scratches caused by staples, paper clips, unauthorized repairs, or tampering. If damage is determined by any of the above it will be replaced at customer's expense plus labor.

Customer Initials:

EW

Meter Reading Contact:

Gaby Flowers

Phone:

859 255-6411

Email:

gaby.flowers@keoc.org