



CENTURY BUSINESS PRODUCTS, Inc.

P.O. Box 1838 Sioux Falls, SD 57101-1838
605 335-7367 1-800-529-1950

For this contract to be accepted,
please sign and return to CBP

LF063004-02

MAINTENANCE AGREEMENT

PRODUCT #	EQUIPMENT		METER READING		SVC ZONE	CHARGE	MAXIMUM ALLOWABLE COPIES
	MODEL	SERIAL NO.	READING	DATE			
Id# 11234	KM4095 SRDF2 DF13 STAND Print N Fax J.	AJ# 3011543 ADD 3198266 AKF 3002336	300	6-16-04 to 6-16-05		20,000 minimum allows for 3334 copies overages. @ .006	Includes all parts, labor drums, developer, toner, mileage Excludes Paper, Staples
* 90 day warranty or 20,000 copies (Toner billed @ .004 during for toner)							

BILLING ADDRESS:

Customer Number

Company Name *City of Rapid City Human Resources*

Address *300 6th ST*

City *Rapid City* State *SD* Zip *57701*

Attn: Phone *394-4136*

INSTALLATION ADDRESS:

Customer No.

Company Name *City of Rapid City Human Resources*

Address *300 6th ST.*

City *Rapid City* State *SD* Zip *57701*

Attn:

Customer agrees to purchase and CBP agrees to provide maintenance service for the equipment identified above, in accordance with the terms and conditions of this agreement. This maintenance agreement does not cover service calls on network connected copiers or printers where the problem resulted from computer, network-equipment or software that was not provided by CBP.

No terms or conditions expressed or implied are authorized unless they appear on original of this agreement, signed by the Customer and a CBP Manager.

THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF ARE INCORPORATED IN AND MADE PART OF THIS AGREEMENT. NO CHANGE, ALTERATION OR AMENDMENTS OF THE TERMS OR CONDITIONS OF THIS AGREEMENT ARE AUTHORIZED OR EFFECTIVE UNLESS THEY HAVE BEEN AGREED TO IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF CBP. ALL CONTRACTS ARE SUBJECT TO CBP MANAGEMENT APPROVAL.

Century Business Products, Inc.			Customer Acceptance		
CBP Representative Signature <i>[Signature]</i>	CBP Management Approval		By: <i>City of Rapid City Human Resources</i> Date		
Printed Signature Name Brett Gildemaster			Printed Signature Name		
Branch Office Address PO Box 1838 City State Zip Sioux Falls SD 57101-1838			Title Purchase Order No. Date		

TERMS AND CONDITIONS

1. GENERAL SCOPE OF COVERAGE

This agreement covers both labor and material for adjustments, repairs and replacements of parts as necessitated by normal use of the equipment except as hereinafter provided. Damage to the equipment or its parts arising out of misuse, negligence, unfavorable environmental conditions, electric current fluctuations, connection of the equipment to any other device or any other causes beyond CBP's control are not covered. In addition CBP may terminate this agreement in the event the equipment is modified, damaged, altered or serviced by personnel other than those employed by CBP or if parts, accessories or components not authorized by CBP are fitted to the equipment.

2. SERVICE CALLS

Service calls under this agreement will be made during normal business hours at the installation address shown on the reverse side of this agreement. Travel and labor time for service calls after normal hours, on weekends and on holidays, if and when available, will be charged at overtime rates in effect at the time the service call is made.

3. EXTENT OF LABOR SERVICES

Labor performed during a service call includes lubrication and cleaning of the equipment and adjustments, repair or replacement of parts described in paragraph four (4).

4. REPAIR AND REPLACEMENT OF PARTS

All parts necessary to the operation of the equipment, with the exception of the parts listed below, and subject to the general scope of coverage, will be furnished free of charge during a service call included in the maintenance service provided by this agreement.

Exceptions are:

- Exposure Glass
- Receiving Trays
- Copy drums unless specified
- Developer unless specified
- Exterior Covers
- Paper Cassettes and Components
- Power Cords

5. RECONDITIONING

When in its sole discretion CBP determines a shop reconditioning is necessary to keep the equipment in working condition, CBP will submit to customer an estimate of needed repairs and the cost thereof, which will be in addition to the charge payable under this maintenance agreement. If the customer does not authorize such reconditioning, CBP may discontinue service of the equipment under this agreement, refunding the unused portion of the maintenance charge, or may refuse to renew this agreement upon its expiration. Thereafter, CBP service will be available on a "Per Call" basis at published rates.

6. TERMS

This agreement shall become effective upon receipt by CBP on the initial annual maintenance charge provided on the reverse side hereof and shall continue for one full calendar year of the maximum number of copies shown on the reverse side, whichever occurs sooner. It shall be automatically renewed for successive similar periods subject to the receipt by CBP of the maintenance charge in effect at the time of renewal, provided that the customer is not then in default. Overage billings will occur anytime contracted copy quantity is exceeded.

7. CHARGES

The initial charge for maintenance under this agreement shall be the amount set forth on the reverse side hereof. The annual maintenance charge with respect to 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 and any renewal term within 10 days of the date of CBP invoice for such charges. Customer understands that alterations, attachments and specification changes may acquire an increase in maintenance charges and agrees to pay such charges promptly when due.

8. BREACH OR DEFAULT

If the customer does not pay all charges for maintenance or parts provided hereunder, promptly when due: (1) CBP may (a) refuse to service the equipment or (b) furnish the service on a C.O.D. "Per Call" basis at published rates and (2) the customer agrees to pay CBP costs and expenses of collection including the maximum attorney's fee permitted by law, said fee not to exceed 25% of the amount due hereunder. If the equipment is moved to a new CBP service zone, CBP shall have the option to charge, and the customer agrees to pay, the difference in published maintenance charges between the current zone and the new zone, such charges to be assessed on a pro-rata basis. If equipment is moved beyond CBP's published service zones, customer agrees to pay a fair and reasonable upcharge for continued maintenance under this agreement, taking into account the distance to customer's new location and CBP's published rates for service on a "Per Call" basis.

CBP equipment is designed to give excellent performance with CBP supplies. If the customer uses other than CBP supplies, and if such supplies are defective or not acceptable for use on CBP equipment and causes abnormally frequent service calls or service problems, the customer will be offered service on a "Per Call" basis at published rates. It is not a condition of this agreement, however, that the customer use only CBP supplies.

9 NO WARRANTY

Other than the obligations set forth herein, CBP DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE OR FITNESS FOR A PARTICULAR PURPOSE. CBP 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 USE OF THE EQUIPMENT

10. MISCELLANEOUS

This Agreement shall be governed by and construed according to the laws of the State of South Dakota applicable to agreements wholly negotiated executed and performed in the state of south Dakota. It constitutes the entire agreement between the parties and may not be modified except in writing signed by duly authorized officers of CBP and the customer.