Form SS-05 COPIER (Revised 11/18/02)

PAGE\_1\_OF\_2

### PREVENTIVE MAINTENANCE AGREEMENT LF051204-09



# DAKOTA BUSINESS CENTER

	AGREEMENT NO				
	CUSTOMER NO	4024			
l	EFFECTIVE DATE:				
	DENEWAL DATE:				

NOTE: Copier meter reading will be based on one of the following billing dates: 1st, 8th, 15th or 22nd. Annual renewal date will be approximately one year from effective date.

306 East St. Joseph, PO Box 2353.	Panid Cire	SD 57709-2353	605-342-8934/1	-800-292-8934
300 Edil 2r special Lo covariant		994477 900 466	LC746. Carrier.	1_8/10_792_8934

Enst St. Joseph, PO Box 2353, Rapid S. Cantral Ave., Pierre, SD 57501 60 MAKEMODEL	SERIAL NUMBER	ZONE	ANNUÁL AMOUNT	PRORATED AMOUNT	MONTHLY AMOUNT	COST/COPY	ALLOWANCE	OVERAGE
harp AR-M350N	25014092				78,00	.0078	10,000	,0078
Marp HK-1113-2010	3301 70 7 5							
		1						
			<del> </del>					
· · · · · · · · · · · · · · · · · · ·								
			<u> </u>	<b>!</b>		<del> </del>		
						<u> </u>		
		<u> </u>				<u> </u>		
						İ		
pecial Instructions: Supplie taplesY(staples P/N#by Other s	s included-toner and devel	oper X Y	(toner P/N#) Beginning (	A <i>R-450/UT  </i> Copy Count_	N;	SUBTOTAL TAX:		
Date Other sperson to contact for meter re	pecial instructions:	< nion	e 394-6	6/6/ fex_		TOTAL:		
erson to contact for ineter te	Prefe	rred metho	d: Call X	: Fax ; E	mail:			

the second for simples and	d other consumable items.)
PARTS REPLACEMENT-Parts are checked for wear and replaced when necessary free of charge (Except for supplies and the supplies are checked for wear and replaced when necessary free of charge (Except for supplies and the supplies are checked for wear and replaced when necessary free of charge (Except for supplies and the supplies and the supplies are checked for wear and replaced when necessary free of charge (Except for supplies and the supplies are checked for wear and replaced when necessary free of charge (Except for supplies and the supplies are checked for wear and replaced when necessary free of charge (Except for supplies and the supplies are checked for wear and replaced when necessary free of charge (Except for supplies and the supplies are checked for wear and replaced when necessary free of charge (Except for supplies and the supplies are checked for wear and replaced when necessary free of charge (Except for supplies and the supplies are checked for wear and replaced when necessary free of charge (Except for supplies and the supplies are checked for supplies and the supplies are checked for wear and replaced when necessary free of charge (Except for supplies and the supplies are checked for wear and replaced when necessary free of charge (Except for supplies and the supplies and the supplies are checked for wear and the supplies are checked for the supplies are checked for wear and the supplies are checked for the supplies are chec	
PARTS ALL LANGUAGE CENTERS DOWN BUSINESS CENTERS DOWNS HOURS	

EMERGENCY SERVICE-Provided at no additional charge REDUCED EXPENSES-One annual invoice reduces your administrative expense.

ENGINEERING IMPROVEMENTS-Applicable engineering changes designed to improve performance or reduce service time are installed at no extra cost when

determined applicable by Dakota Business Center. PERIODIC INSPECTIONS-All necessary cleaning, lubrication and adjustments performed at appropriate intervals assures maximum performance and minimum

**AUTHORIZED BY** 

THIS IS NOT AN INVOICE - After your signed approval, please return one signed copy to Dakota Business Center. An invoice will be mailed for your payment.

#### SEE TERMS ON THE REVERSE SIDE

Customer hereby orders and Dakota Business Center agrees to provide maintenance service in accord with the terms and conditions specified in this agreement.

DAKOTA BUSINESS CI	ENTER
AUTHORIZED SIGNATURE	
ttguip a	DATE

### CUSTOMER AUTHORIZATION/INFORMATION

SERVICE LOCATION (if different)

SERVICE LOCA I ION (II distribut)			
CONTACT	PHONE NO		
NAME 125 Water	100 St.		
RC :	50 01		
Çirş .			
	CONTACT  NAME  125 120 to  STREET ADDRESS  AC		

Page \_2\_ of \_2

## TERMS FOR PREVENTIVE MAINTENANCE

- (1) PERIODIC INSPECTIONS Dakota Business Center (DBC) shall perform preventive maintenance inspections at appropriate intervals including all necessary cleaning, lubrication and adjustment.
- (2) PARTS REPLACEMENT Wom or damaged parts will be replaced at no additional charge. All supplies and consumable parts not covered by this agreement will be furnished at the prevailing rates and billed directly to the customer. These items include but are not restricted to ribbons, paper, inkers, batteries, keys, drawer inserts and other accessories. The customer will use only authorized supplies in the operation of this equipment (toner, developer, masters, typing
- (3) ENGINEERING CHANGES Where applicable engineering changes which in DBC opinion will improve the performance of the equipment shall be installed
- (4) RECONDITIONING When in DBCs opinion a shop reconditioning is necessary because normal repair and parts replacement cannot maintain the equipment in satisfactory operating condition, DBC will submit a cost estimate of needed repairs which will be in addition to maintenance charges. If the customer does not authorize such work, DBC may immediately terminate this agreement with respect to such equipment.
- (5) SHIFT If the equipment is regularly used by more than 1 shift of personnel (40 hours per week) the annual maintenance charge for the equipment may be increased by 50% for each additional shift or part hereof. Such additional charge shall not entitle the customer to free emergency service outside DBC's
- (6) EMERGENCY SERVICE Shall be provided without additional charge during DBC's normal business hours (8:00 am-5:00 pm Monday through Friday, holidays excepted). Travel and labor time plus travel expenses will be charged at established hourly rates for service rendered at the customer's request after DBC's normal business hours. Service is provided beyond normal business hours subject to the availability of service personnel.
- (7) CUSTOMER OBLIGATIONS The customer will provide the following:
- a) Necessary environmental, electrical, power protection, communications and other necessary conditions for proper installation and operation of the
- b) Full and immediate access of the equipment and program(s) to DBC representative at the time of maintenance. The customer will be billed for excess waiting time (over 15 minutes) at prevailing rates.
- Adequate lighting and working space within reasonable distance of the equipment for use by the DBC representative.
- d) Ensure all external plugs are in the correct receptacle and equipment has necessary supplies for operation.
- e) Back up for all software programs and data files including recovery procedures necessary because of equipment failure.
- a) Service or repair from use not in accordance with instruction by DBC/manufacturer, or the use of supplies not meeting or exceeding manufacturers (8) COVERAGE EXCLUSIONS -
- Service or repair required as a result of moving, reinstallation, repair or adjustments made by other than a DBC representative.
- c) Service or repair required as a result of fire, flood, accident, strike, abuse, customer negligence, electrical service interruption of fluctuation, acts of God, foreign material entering the equipment or forced entry.
- Revisions in programs due to changes in customer requirements or tax laws.
- e) Programming and software service/support.
- g) Repair, replacement parts and labor caused by, arising from, related to, or made necessary by operating system or application software, firmware or other programmed code internal or external to the covered equipment.
- (9) TAXES There shall be added to the maintenance charges (including any zone charges) amounts equal to any taxes, however designated, levied or based on such charges or on this agreement or on the service rendered or parts supplied pursuant hereto, including state and local privilege or excise taxes or amounts in lies thereof paid or payable by DBC, in respect of the foregoing, exclusive however of taxes based on not income.
- (10) TERMS AND RENEWAL DBC will render initial billing in advance upon receipt of a signed copy of this agreement. Terms are not ten days. This agreement shall be automatically self-renewing unless prior notice of termination is given in writing by either party not less then thirty days prior to any renewal date. Renewal prices are subject to change in accordance with then current prices. Alterations, attachments or specifications changes may require an increase in maintenance rates.
- (11) ACCEPTANCE of this agreement by DBC is contingent upon a satisfactory credit report on the customer. Unless advised to the contrary within fifteen days, the customer may consider this agreement to have been accepted by DBC as written.
- (12) WARRANTY Dakota Business Center warrants that the equipment listed will be maintained in working order, however, DBC does not assure uninterrupted operation of the equipment and is not responsible for failure to render service due to cause beyond its control. DBC's obligation is limited to the repair of replacement of any equipment or parts which do not conform t this warranty. In no event shall DBC and/or its representatives be liable for indirect incidental or consequential damages. The foregoing warranty is in lieu of all other warranties expressed, implied or statutory, and in lieu of all obligations or implied warranties of merchantability or fitness.

This agreement shall be governed by the law of the State of South Dakota.

It constitutes the entire agreement between the customer and DBC with respect to the subject matter hereof, and no representation or statement not expressed herei shall be binding on DBC.