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FEB 28 2005

Maintenance Agreement

Best Business Product, Inc.

BBP Rep Renewal #10729

LF031605-06

Contract Type  Copier  Duplicator  Fax

Bill To: RAPID CITY FIRE DEPT  
Street: 10 MAIN  
PO Box: \_\_\_\_\_  
City: RAPID CITY  
State: SOUTH DAKOTA  
Zip Code: 57701  
PO #: \_\_\_\_\_

Eq. Located At: RAPID CITY FIRE DEPT  
Street: 10 MAIN  
City: RAPID CITY  
State: SOUTH DAKOTA  
Zip Code: 57701

Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
E-Mail: \_\_\_\_\_

Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
E-Mail: \_\_\_\_\_

Eq: 6025  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Serial #: NFN00143  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Toner / Ink Inclusive (Y/N): YES  
Staples / Masters Inclusive (Y/N): NO  
Matrix Code: RENEWAL  
Zone: ONE

Starting Date: 03/18/05  
Expiration/Renewal Date: 03/17/06

Minimum Base: ALL COPIES \_\_\_\_\_ Mgr Initials  
Copies Included in Base: BILLED AT \_\_\_\_\_ Date  
Excess Copy Rate: \$ 0.021400

Starting Meter: \_\_\_\_\_  
Billing Cycle (Mo., Qtr., Annual): MONTHLY

Special Conditions: Please list any warranties, guarantees or special provisions that go with this contract.  
Any alterations to the contract must be initiated by the Service Manager to be approved.  
Failure to do so may result in contract being voided.

Please see reverse side for Terms and Conditions

**Terms and Conditions**

- 1) Best Business Products agrees to keep the herein listed equipment in operating condition and performing according to the manufacturer's specifications as long as this agreement is kept continuously in force and account balances kept within reason or 60 days from date of invoice. BBP reserves the right to discontinue service and supplies if these terms are not met. Best Business Products agrees to provide all the necessary labor and parts to accomplish the above. During a normal service call, BBP technicians will perform preventive inspections, cleaning and lubrication according to each machines individual requirements.
- 2) Accessories and supply items such as paper, staples, ribbons, toner, toner trays / bags, duplicator ink, or masters will not be provided by BBP under this maintenance contract unless explicitly specified. The labor and time required to replace these items is covered by this agreement, provided that special trips will not have to be made for this purpose.
- 3) It is understood that the machine or machines to be covered by this agreement are in good mechanical condition and working order at this time, and that this agreement does not cover service work which may be necessary to place them in such condition.
- 4) The customer agrees not to allow repair or service of the equipment placed under this agreement by anyone except the authorized representatives of BBP, and will operate the equipment in conformance with the instructions of BBP and the manufacturer. Failure to do so is considered to be abuse of the equipment. The customer also agrees to the right of BBP to establish minimum standards for all supplies and consumable items used by or in connection with the equipment.
- 5) BBP requires the use of quality surge protection devices, to insure proper equipment functioning and reliability. Electrical failure of your equipment will not be covered by this agreement if it is not attached to a surge protection device that has been inspected and/or approved by a BBP representative.
- 6) In the event a customer's machine is damaged by other than normal use, such as abuse, floods, fire or other acts of God, an estimate of repairs will be submitted by BBP to the customer who shall have the option of approving such repairs in order to keep the maintenance agreement in effect.
- 7) Service on this maintenance agreement will be provided at no extra charge during BBP's normal business hours. However, if the customer requires service outside of BBP's normal business hours, the customer agrees to pay BBP their current rate for such after hour service.
- 8) BBP will render initial billing in advance upon receipt of a signed copy of this agreement. This agreement will be automatically renewed for successive one-year periods upon receipt of yearly payment from the customer. Either party may withdraw a machine or machines from any ONE-year agreement by giving a 30 day prior written notice to the other party. If service performed to date, at standard rates, has exceeded the cost of the service agreement, no refund will be made. If any multiple year contract is canceled by the covered party there will be a 3 times average monthly charge assessed to the customer against the machine. On the expiration/renewal date listed on the opposite side, BBP reserves the right to increase the maintenance rate.
- 9) There will be added to the maintenance agreement charges, amounts equal to any taxes however designated or levied by any level of government or taxing authority, on these maintenance agreement charges.
- 10) BBP reserves the right to cancel this maintenance agreement should the customer not meet any of the terms of this agreement or if advanced age or environmental conditions render the equipment unsuitable for proper maintenance.
- 11) Customer agrees to notify BBP if any change in ownership occurs and will, at that time, make arrangements for termination of agreement or the new owner to take responsibility for this agreement.
- 12) BEST BUSINESS PRODUCTS, INC. ASSUMES NO LIABILITY FOR DAMAGES, ACTUAL OR CONSEQUENTIAL, ARISING FROM OPERATION OR FAILURE OF OPERATION OF EQUIPMENT AND MAKES NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION OF THE FACE HEREOF. CUSTOMER AGREES THAT THIS AGREEMENT DOES NOT IMPOSE ANY LIABILITY FOR PROPERTY DAMAGE AND PERSONAL INJURY (INCLUDING DEATH), BEYOND THAT IMPOSED BY LAW.

Customer hereby orders BBP maintenance service and BBP agrees to furnish such service for the equipment listed above in accordance with the terms and conditions herein specified.

**Customer Signature:** \_\_\_\_\_

**Customers Printed Name:** \_\_\_\_\_

**Today's Date:** \_\_\_\_\_