



ANNUAL MAINTENANCE AGREEMENT
CHICAGO OFFICE TECHNOLOGY GROUP
4 Territorial Ct. Bolingbrook, IL 60440
Phone (630)771-2600 Fax: (630)771-2601

A Xerox Company

BILL TO:

Customer Name: Harlem Consolidated SD #122
Address: 8605 North Second Street
City, State, Zip: Machesney Park, IL 61115
Phone: 815-654-4697

EQUIPMENT LOCATION:

Customer Name: SAME
Address:
City, State, Zip:
Phone:

| Model# | Serial Number | Start Meter |
|------------------|---------------|-------------|
| See 'Schedule A' | | |
| | | |
| | | |

Effective From July 1, 2013 to June 30, 2016

Type Of Agreement

☐ **Option A: Yearly Plan**

☐ **Option B: 2-Year Plan**

☒ **Option C: 3-Year Plan**

| | | | | | |
|---------|--------------------|----------|------------------------|------|--------------|
| 160,000 | B/W Prints | .0114375 | Rate | .013 | Overage Rate |
| 26,000 | Color Prints | .10 | Rate | .13 | Overage Rate |
| | MICR Prints | | Rate | | Overage Rate |
| | B&W Flat Fee Units | | Unit Rate | | |
| | CLR Flat Fee Units | | Unit Rate | | |
| | Ink Jet Units | | Unit Rate (Toner Only) | | |

Items Included (check all that apply)

☒ **Parts** ☒ **Toner** ☒ **Maintenance Kits** ☐ **Other (please specify)**

Items Excluded and Special Terms

Monthly Payment: \$4,430.00. Items Excluded: Paper, Staples **Volumes can be adjusted at any time

**COTG will credit 1 free month per year for 3 years

This agreement shall be renewed automatically upon approval by COTG unless Customer notifies COTG in writing at least 180 days prior to the termination of the agreement. Customer agrees to pay the then current rate at the beginning of each subsequent agreement period. Unless stated otherwise all base charges will be billed monthly with any overages calculated quarterly. Scanner coverage includes labor only and is billed annually.

THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF ARE INCORPORATED IN AND MADE PART OF THIS AGREEMENT. NO ONE IS AUTHORIZED TO CHANGE, ALTER OR AMEND THE TERMS OR CONDITIONS OF THIS AGREEMENT UNLESS AGREED TO IN WRITING BY BOTH PARTIES. BY SIGNING THIS AGREEMENT YOU ACKNOWLEDGE RECEIPT OF PAGE TWO AND AGREE TO THE TERMS ON BOTH PAGES 1 AND 2 OF THIS AGREEMENT.

COTG Diagnostic Application

COTG is committed to providing exceptional customer service during the term of this MPS Agreement. Obtaining accurate equipment information, such as current supply levels and meter readings, is vital to providing this level of support. With the installation of our COTG 360 Diagnostic Application, we can not only help you manage your toner inventory, but improve your billing integrity with automatic meter acquisition.

COTG 360 Diagnostic Application Installed? YES NO (circle one)

If yes, who is our IT contact for installation and their email? Paul Cizek paul.cizek@harlem122.org

If no, who is our designated meter contact and their email?

In the event COTG 360 Diagnostic Application is not installed and a COTG representative is required to visit your office to obtain these meters a meter administration charge of \$25.00 will be added to your overage invoice.

Customer's Authorized Signature

COTG's Sales Representative

COTG's Service Manager

Print Name

Print Name

Print Name

Signature

Signature

Signature

COTG's Service Manager's signature must appear on contract to enforce the terms and conditions stated above.

1). All agreements include the following: Unlimited service calls and parts (parts as classified by the manufacturer).

2). All agreements exclude the following unless specified on the front of this contract:

Printers: Thermal heads on Zebra printers and Micr toner.

Connected equipment: Connected equipment will be covered up to the computer/network connection of the printer. Service calls caused by computer/network will be charged at the current published hourly labor rate. Digital connected equipment must be accompanied by a "Scope of Work" agreement. All network, computer, hardware and software are covered by our "Connected Service Agreement" only.

3). COTG (Chicago Office Technology Group) agrees to provide emergency service and all maintenance on the equipment listed on the front of this agreement for a period of one year or the allotted copy allowance, whichever comes first, except as follows:

Repairs resulting from causes other than the normal use, abuse or misuse by the operator, operator-inflicted damage to printer, drums, use of supplies, spare parts, or paper that do not meet manufacturer's specifications and cause abnormal service problems.

Fire, accident, theft or damage to the machine due to repairs/or movement by someone other than an authorized dealer representative.

Reconditioning, rebuilding, or overhaul of equipment.

Changes of toner, paper, or installation of accessories and process units.

Assembly, disassembly or moving of equipment.

4). If replacement of consumable items recommended by COTG service representative is not complied with and results in additional service calls, the customer will be charged at our normal hourly rates. These consumable items are to include, but not be limited to developer, heater rollers, blades, process kits, supply modules, and drums.

5). Shipping for contracts that include supplies will be via UPS Ground. All shipping methods such as UPS Ground, UPS Next Day, messenger service, etcetera will be billed to the customer and may include any special processing charges.

6). COTG shall not be responsible for repairs or maintenance resulting from the use of supplies or parts not obtained from COTG. The quality of such parts and supplies varies widely and cannot be warranted by COTG. Therefore, use of supplies not purchased through COTG will void your contract.

7). COTG shall not be responsible for delays, inability to provide service calls due to strikes, accidents, embargoes, act of God or any other event beyond its control. All Service under this agreement shall be rendered during normal working hours of 8:00 A.M. to 5:00 P.M. Monday through Friday. Service performed on Saturday will be one and one-half times the hourly rate and twice the hourly rate on Sundays and Holidays.

8). **BREACH OR DEFAULT** - If the customer does not pay all charges for maintenance or parts as provided hereunder, promptly when due: (1) COTG may (a) refuse to service the equipment or; (b) furnish service on a C.O.D. "Per Call" basis at published labor rates and (2) the customer agrees to pay COTG costs and expenses of collection including the reasonable attorney's fees permitted by law in addition to all other rights and remedies available to COTG. All equipment sold by COTG is designed to give excellent performance when operated within the following guidelines:

1. Equipment must be placed in a normal office setting with sufficient amount of space for access, free from excessive dust, humidity, temperatures and ammonia or other corrosive fumes.

2. Equipment must be operated on an isolated electrical line, if so noted on the reverse side of this agreement. Equipment must always be operated on a UL approved electrical circuit, with proper current, voltage and type of outlet, as specified by the original manufacturer.

3. Equipment should be operated within the specified operational (including usage) specifications.

4. Only supplies with manufacturer required specifications may be used.

9). Annual plans will renew at the then current coverage rates. Two year plans have a maximum yearly increase of 7%, and three year plans have a maximum yearly increase of 5%. If service is included in a lease payment the increase terms of the lease will supersede the increase terms of the contract.

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

11). This agreement is not refundable or transferable to a third party, if the equipment is traded in on new COTG equipment any unused portion of the yearly contract shall be pro-rated and applied toward the maintenance of the new equipment. This is determined by time or usage; whichever comes first.

~~12). No credit will be applied toward unused print allowance. Unused prints are lost.~~

13). In the event a manufacturer discontinues parts or supplies for your machine this agreement will be terminated and the unused portion can be transferred to a new machine purchased through COTG.

14). Other than the obligations set forth herein, COTG DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. COTG SHALL NOT BE RESPONSIBLE FOR DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES ARISING OUT OF THE USE PERFORMANCE OF THE EQUIPMENT OR THE LOSS OF THE USE OF THE EQUIPMENT AND THE CUSTOMER HEREBY WAIVES ANY CLAIMS RELATED THEREBY.

15). Miscellaneous:

a) This agreement shall be governed by and construed according to the laws of the State of Illinois applicable to agreements wholly negotiated, executed and performed in Illinois. This Agreement constitutes the entire agreement of the parties with respect to the goods and Services to be provided hereunder and supersedes any and all prior agreements or understandings, proposals, or advertisements, writings, representations, or oral or written statements or communications with respect to their subject matter. Buyer agrees that any oral statements by COTG representatives or writings not signed by an authorized officer of COTG are not warranties and are not part of this agreement. COTG reserves the right to cancel this agreement for any reason based on a 30 day written notice.

b) Full Service Maintenance is only available for equipment having a valid manufacturer serial number and UL certification.

c) The customer agrees to make available and designate a suitable key operator for the training in the use of the equipment. Should the employment status of designated operator change so as to affect the operator's availability to perform this assignment the customer shall inform COTG immediately. A key operator shall be responsible for providing COTG meters when needed. If no meter is received COTG reserves the right to utilize past meters to estimate any required meter in order to process service coverage billing.

d) Customer shall pay all federal, state and local sales, use property, excise or other taxes imposed on or with respect to the purchase price listed on the reverse side of this agreement.

e) COTG is hereby authorized to offset any past balance against amounts due customer at termination. Customer agrees that, should they have any past due balances with COTG for any reason, service under this agreement will be suspended until such past due balances shall have been satisfied.

f) In the event the COTG360 agreement is canceled without 180 day written notice COTG reserves the right to invoice the account a cancellation charge. This charge will amount to 180 days of the monthly or quarterly base rate. If the agreement is billing per print the charge will be based on 180 days of prior average unit use.

g) At the conclusion of this maintenance agreement, any unused toner supplied by COTG remains the property of COTG and will need to be picked up or purchased at current rates.

h) If a specialized billing format is required in place of the standard COTG billing format, a \$100 per invoice administration charge will be implemented on that invoice.

16). Addition of Equipment - Customer is required to immediately notify COTG of any additional equipment at Customer's site capable of using COTG supplied toner cartridges. This will include any new equipment added or existing equipment not included in the original contract due to errors or omissions. In the event such equipment is discovered, it will automatically be added to this agreement with the meter at the time of the discovery being used as the start for meter coverage, or be added at the current flat-fee rate. Such equipment shall be considered the "Equipment" for all purposes under this agreement.

Customer Signature _____

JE
5/30/13