PINNELL

ANNUAL SERVICE & SUPPLY AGREEMENT

Business Name KITTITAS COUNTY (SHERRIFF'S OFFICE) Phone Number 509-962-7575

Installation Address 307 W UPTANUM ROAD

Billing Address 307 W UPTANUM ROAD, ELLENSBURG, WA 98926

Contact Name BOB GUBSER Fax Number 509-962-7516

Model	Service ID	Serial #	B&W Meter	Color Meter	Start Date
SHARP					
MX-3100N					
MX-3100N					
SERVICE PRICING IS PER WA STATE CONTRACT # 03706c AND REFLECTS ALL OF IT'S TERMS AND CONDITIONS.					

[X] **FULL COVERAGE AGREEMENT** - Includes all parts, labor and supply items for one year. This agreement does not cover paper, transparencies, or Riso/Gestetner ink and masters.

0 **Copies Included** **Month / Quarter / Annual** **0.01** **B&W Rate** **0.05** **Color Rate**

[ ] **FAX AGREEMENT** - Includes all parts and labor charges for one year. This agreement does not include supplies.

_____ **Annual Rate**

[ ] **DECLINE** - I understand that by declining a Pinnell Service & Supply Agreement, I am liable for all charges pertaining to Service calls, Parts usage and Supplies.

Customer agrees to purchase and Pinnell agrees to provide maintenance service for the equipment identified above, in accordance with the terms and conditions of this agreement. No terms and conditions, expressed or implied, are authorized unless they appear on original of this agreement, signed by Customer and Pinnell Service Manager.

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 and conditions of this agreement unless agreed to in writing by officers of both parties.

Authorized Customer signature below and/or payment of the agreement rate constitutes acceptance of all terms and conditions of this agreement including additional terms and conditions on the reverse side. This agreement is not valid unless signed by the Pinnell Service Manager.

Customer Signature Date

Pinnell Service Manager Date

Print Name

Print Name

TERMS AND CONDITIONS

1. DESCRIPTION OF COVERAGE

This agreement covers labor and parts as deemed necessary by the Field Service Technician through normal operation of the equipment. Labor and parts needed to repair the machine due to misuse, abuse, negligence or environmental conditions are not covered and will be billed at the then published rates. PINNELL may cancel the agreement in the event the equipment is modified or damaged, altered or serviced by personnel other than those employed by PINNELL, or, if parts, accessories or components are installed without prior approval from PINNELL.

2. EXTENT OF LABOR SERVICES

Labor performed during a service call includes testing, programming, adjusting and cleaning of the equipment, also repair or replacement of parts described in Paragraph 3.

3. SERVICE CALLS AND REPLACEMENT OF PARTS

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

All parts and labor necessary to operate the equipment as originally designed, with the exception of the parts and labor listed below will be furnished free of charge during a service call.

Exceptions are:

i. Copy/print control auditing equipment.
ii. Memory upgrades, for all equipment.
iii. Paper, staples, labels, and transparencies.
iv. Any damage caused by abuse of the equipment, to include damage caused by improper use, faulty or poor electrical power or damage resulting from improper moving of the equipment.
v. Labor associated with reloading of print/scan drivers in the event the customer's network is modified or changed which results in the corruption or loss of the associated drivers.

4. CONNECTED DIGITAL EQUIPMENT

Connected equipment will be covered up to the computer connection or the network connection. Service calls caused by the customer's computer/network will be charged at the current published hourly rate. Scanning or printing issues resulting from problems with the customer's network will be charged at the current published hourly rate.

5. SHOP REPAIRS

During the term of this agreement it may be necessary to bring the covered equipment in to PINNELL repair facility to determine the problem and effect repair due to space requirements at the customer's location or if the machine is to be down for an extended period of time. During this time, we will provide a loaner machine of like capabilities for the customer to use. The page count from the loaner machine will be incorporated in the normal billing of the original machine at the current rate.

6. TERM

This agreement takes effect on the date listed on page 1 and when both parties have agreed to the terms and conditions. The term is twelve (12) months in length, in the event of a T.I.M. (Total Image Management) agreement; it will be automatically renewed each year to match the length of the equipment lease. The volume limits and rates may be adjusted if both parties agree, but only at the contract billing interval date (monthly or quarterly). The new volume commitments and/or rates will be effective only going forward. Unless notified in writing thirty (30) days prior to the renewal date by the customer this maintenance agreement shall be automatically renewed for the same successive period of time upon the same terms and conditions also subject to any price/rate increase at any twelve (12) months renewal interval.

7. CANCELLATION CLAUSE

This contract may not be transferred if equipment is sold, or title is transferred. This agreement is non-cancelable or refundable.

8. CHARGES

Customer agrees to pay the base charges and any overage charges within fifteen (15) days of the date PINNELL invoices for such charges. CUSTOMER AGREES THAT, SHOULD THEY BECOME PAST DUE WITH PINNELL FOR WHATEVER REASON, SERVICE UNDER THIS AGREEMENT WILL BE SUSPENDED UNTIL ACCOUNT IS BROUGHT CURRENT.

9. BREACH OR DEFAULT

All equipment sold by PINNELL is designed to give excellent performance when operated within the following guidelines:

i. Equipment must be placed in a normal office setting free from excessive dust, humidity, temperatures and ammonia fumes.
ii. Equipment must be operated on a dedicated electrical line. Equipment must always be operated on a UL approved electrical circuit, with proper current, voltage, and receptacle configuration.
iii. Equipment should be operated within the specified operational (including usage) specifications.
iv. Only supplies (including paper) within manufacturer required specifications should be used (refer to CHARGES paragraph).

If the customer operates any machine outside the above listed guidelines and thereby causes abnormally frequent service calls or service problems, then PINNELL may at its option, terminate this agreement immediately. In that event, the customer will be offered service on a "Per Call" basis at published rates. In The event that the equipment is moved from the *Installation* address set forth on the reverse side of this agreement, then, at PINNELL option, the agreement pertaining to the moved equipment may be terminated or an additional service charge may be added to the basic charge set forth on the reverse side of this agreement. If, in the course of moving the equipment the customer or his agent causes damage to the equipment, the customer will be responsible for any service charges necessary to bring the equipment back into full operational specifications and operation.

10. NO WARRANTY

PINNELL offers no warranty in addition to the manufacturer's written warranty. This includes any warranti[illegible] or expressed in regards to fitness for use, fitness for a particular use or merchantability of the equipment.

11. MISCELLANEOUS

i. This agreement shall be governed by and construed according to the laws of the State of Washington [illegible] to agreements wholly negotiated, executed and performed in Washington State. The Washington State Contract # 03706c and this document constitute the entire agreement between parties and may not be modified except in writing signed by duly authorized officers of PINNELL and the customer.
ii. If toner is included, the consumption shall be within 10% of manufacturer's suggested yields. A charge for t[illegible]mption exceeding 10% of manufacturer's suggested yields will be charged at current retail price.
iii. Maintenance Agreements are only available for equipment having a valid manufacturer Serial Number and UL Certification.
iv. The customer agrees to provide PINNELL with monthly/quarterly meter readings.
v. 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.
vi. This agreement does not cover equipment moves and a freight/fuel surcharge may apply.

INITIALS_____ DATE_____

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0 Copies Included **Month / Quarter / Annual** **0.0065** B&W Rate **N/A** Color Rate

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Authorized Customer signature below and/or payment of the agreement rate constitutes acceptance of all terms and conditions of this agreement including additional terms and conditions on the reverse side. This agreement is not valid unless signed by the Pinnell Service Manager.

Customer Signature Date

Pinnell Service Manager Date

Print Name

Print Name

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