



2021-2022 PROJECTIONS

MAINTENANCE AGREEMENT RENEWAL

SOLD TO:

ALVORD UNIFIED SCHOOL DISTRICT
9 KPC PARKWAY
CORONA, CA 92879

EQUIPMENT LOCATION:

ORRENMAA ELEMENTARY SCHOOL
3350 FILMORE STREET
RIVERSIDE, CA 92503

THIS AGREEMENT IS ENTERED AS OF THE DATE SET FORTH BELOW CALLED "STARTING DATE" BY AND BETWEEN RELIABLE WORKPLACE SOLUTIONS, INC. (HEREIN AFTER CALLED RWS) AND CUSTOMER IDENTIFIED ABOVE (HEREIN AFTER CALLED CUSTOMER), COVERING THE EQUIPMENT(S) AND/OR ATTACHMENT(S) IDENTIFIED IN THE SPACE BELOW CALLED "DESCRIPTION".

PERIOD OF SERVICE	START DATE:	07-01-21
12 (Months)	END DATE:	06-30-22

	<i>COPY ALLOWANCE</i>	<i>BASE RATE</i>	<i>OVERAGE RATE</i>	<i>BEGINNING METER</i>
BLACK & WHITE	N/A	\$.0098	.0098	

TO BE INVOICED: ☐ Included In Lease ☐ Annual ☒ MONTHLY

Other

	<i>COPY ALLOWANCE</i>	<i>BASE RATE</i>	<i>OVERAGE RATE</i>	<i>BEGINNING METER</i>
COLOR	N/A			

TO BE INVOICED: ☐ Included In Lease ☐ Annual in Advance ☐ MONTHLY

**35% of all contract/overage charges are to be taxed based on your county's tax rate to cover the tax on parts and/or supplies covered by this agreement, as set forth by the manufacturer. Customer is responsible for shipping charges of \$8.95 for each supply shipment.*

OVERAGES INVOICED IN ARREARS

BLACK & WHITE OVERAGES INVOICED: ☒ Monthly ☐ Quarterly ☐ Annually

EQUIPMENT DESCRIPTION

GESTETNER	CP6143L	N0370570253	24116
TOTAL PROJECTIONS	2021-2022	B/W PRINTS: 60000	\$588.00

THIS AGREEMENT SUBJECT TO AND CONSISTING OF THE TERMS AND CONDITIONS APPEARING ABOVE AND ON THE FOLLOWING PAGES HEREOF IS APPROVED, ACCEPTED, AND EXECUTED BY THE RESPECTIVE PARTIES.

Customer Signature: Sharon Kemp, Ed.D. Title: Assistant Superintendent Date: 6/21/21

RWS Signature: Maureen Farren Title: Contract Administrator Date: _____

TERMS AND CONDITIONS

- 1-This agreement is nontransferable and becomes null and void upon moving or sale of the company or equipment, unless written authorization is given by RWS. This agreement is non-refundable.
- 2-The terms of this agreement is set for one (1) year from the date of signing the Maintenance Agreement Contract unless otherwise specified.
- 3-The amount of base and overage amounts of this agreement shall be increased by an amount equal to any applicable tax now or thereafter assessed, levied, or imposed by any federal, state, or local authority. In the event RWS finds it necessary to increase the cost of service the base amount and/or overage amount may be increased annually by an amount not to exceed 15% of the prevailing rates.
- 4- RWS will furnish all labor and materials for adjustments, repairs, and replacement parts necessitated by normal usage of equipment (s) except those consumables and/or supplies stated on the exclusions section of this contract.
- 5 RWS shall not be responsible for delays or inability to provide service calls due to strikes, accidents, embargoes, acts of God, or any other event beyond its control.
- 6-This agreement does not cover service or parts needed due to customer abuse, neglect or damage from fire, water, or acts of God.
- 7-This agreement will become null and void if found that the use of generic and/or unauthorized supplies, parts, and/or accessories is made, unless authorized in writing by RWS.
- 8-This agreement will become null and void in the event of using any other service provider except RELIABLE WORKPLACE SOLUTIONS, Inc., unless authorized in writing by RWS.
- 9-This agreement only covers routine maintenance (normal parts replacement and repair) and does not cover shop rebuilds or major overhauls. In addition, when in its sole discretion RWS determines that a reconditioning is necessary, as a result of expected wear and tear of materials and age factors caused by normal office usage, in order to keep the equipment in working condition RWS will submit to the CUSTOMER an estimate of needed repairs and their cost which will be in addition to the charge payable under this Agreement. If the CUSTOMER does not authorize such reconditioning, RWS may discontinue service of the equipment under this agreement or may refuse to renew this Agreement upon its expiration. Therefore, the RWS Representative may make service available on a "Per Call" basis based upon published rates in effect at the time of service.
- 10- Preventative Maintenance (PM) shall be performed as reasonable intervals as determined by RWS during the term of the agreement and may be done at the same time as routine CUSTOMER requested service calls.
- 11-RWS is not responsible for delays of service due to manufacturer's non-availability of spare parts or supplies necessary to complete such service as described herein.
- 12-RWS will provide training of designated persons as Key Operators.
- 13-RWS may, at its option, withhold service or terminate this agreement in the event the CUSTOMER fails to comply with any of the terms and conditions of this agreement, or acquires a past-due balance for services rendered and/or products sold, for more than thirty (30) days from date of the unpaid invoice.
- 14-If certain payment arrangements set between RWS and CUSTOMER mentioned on this contract are not met, the CUSTOMER is fully responsible to fulfill all payment arrangements to RWS. RWS has the option in the event of delinquency by the CUSTOMER to stop service, and CUSTOMER is fully responsible for the full balance of the contract immediately.
- 15-RWS will not be responsible for any damages, loss of data, or accidental loss of machines' use caused by fluctuations in power surges, power losses, or accidental power outages. Any copier, computer, or fax machine that does not have a dedicated circuit, and a UL and EMI approved surge protector makes this maintenance agreement null and void. Any extension cord not designed expressly for the purpose of providing means of power to a copier, computer, fax, or printer used to operate a machine under this agreement, automatically voids this contract. The CUSTOMER acknowledges that the service coverage is such that the equipment may continue to provide copies but not function as a printer/scanner. The CUSTOMER shall be liable for these types of repairs unless covered by a network connectivity maintenance agreement. Specifically, this Agreement is applicable to print volume only services and excludes help desk support, network support, software application and any other connectivity support services.
- 16- If supplies are included in the service provided under this agreement, RWS will supply toner, and developer, unless otherwise stated in this agreement to the CUSTOMER based upon normal yields (8 1/2 x 11 copies at 6% image fill or as set forth by the manufacturer). If the CUSTOMER'S usage of the supplies exceeds the normal yields for the equipment being serviced, RWS will invoice and the CUSTOMER agrees to pay for the excess supplies at RWS's current retail prices then in effect or the associated overages are to be paid to cover the additional supplies. RWS reserves the right to charge for supplies and freight.
17. CUSTOMER shall obtain and maintain at its own expense, insurance relating to claims for injury and/or property damage (including commercial general liability insurance) based on its use of the equipment, goods and machinery.
18. The CUSTOMER accepts responsibility for sending proof of usage at the end of each billing cycle. CUSTOMER may have the option to enroll in automatic meter collection through F M Audit, a complimentary program for compatible systems. If the CUSTOMER fails to send proof of usage RWS reserves the right to estimate billing and CUSTOMER agrees to be responsible for the resulting charges.

I have read and accept the terms and conditions stated above: Customer Initials: SK

Contract Coverage Plans

Services	<u>Silver</u>	<u>Platinum</u>	<u>Gold</u>
Paper	x	x	x
Staples	x	x	x
Shipping	x	x	x
Fuser Oil	x	x	x
Toner*	x	√	x
All Maintenance Supplies**	x	√	x
All Maintenance Parts**	x	√	√
Preventative Maintenance	√	√	√
Routine Maintenance	√	√	√
Training of Key Operators	√	√	√
Parts**	√	√	√
Emergency Repairs**	√	√	√

* for the contracted machine only

**due to normal wear and tear

Plan option chosen ☐ Silver ☒ Platinum ☐ Gold |

COMMENTS FULL SERVICE CONTRACT COVERS SERVICE AND SUPPLIES,
EXCEPT PAPER AND STAPLES \$8.95 FOR DELIVERY FEES
NETWORK/I.T COMMUNICATION ISSUES ARE NOT COVERED

CUSTOMER ACCEPTANCE

I have read & understand all pages of this agreement.

Purchase Order Number: _____

Printed Name: Sherri Kemp, Ed.D.

Title: Assistant Superintendent

Authorized Signature: *Sherri Kemp, Ed.D.*

Dated: 6/21/21

For RWS Admin Use Only:

Contract Number	<u>CN#10950</u>
Sales Rep.	_____
Authorized By:	<u>Maureen Farren</u>
Title:	<u>Contracts Administrator</u>
RWS Acceptance:	<u>MAUREEN FARREN</u>