

**RESOLUTION NO. \_\_\_\_\_**

**BE IT RESOLVED** by the Board of Commissioners of the City of Dothan, Alabama, as follows:

**Section 1.** That the City of Dothan enters into a twelve (12) month maintenance agreement to include all toner, remote support, and parts and labor with U.S. Business Products for a Sharp Copier Model MX-M464N located in the Accounting office of the Finance Department at an estimated cost of \$50.00 per month, which said agreement is attached.

**PASSED, ADOPTED AND APPROVED** on \_\_\_\_\_.

**ATTEST:**

\_\_\_\_\_  
**City Clerk**

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**Associate Commissioner District 1**

\_\_\_\_\_  
**Associate Commissioner District 2**

\_\_\_\_\_  
**Associate Commissioner District 3**

\_\_\_\_\_  
**Associate Commissioner District 4**

\_\_\_\_\_  
**Associate Commissioner District 5**

\_\_\_\_\_  
**Associate Commissioner District 6**

**BOARD OF CITY COMMISSIONERS**



**Value Service Agreement**

Company: City of Dothan (1276)  
Key Operator: Tracie Williams Accounts Payable: \_\_\_\_\_  
Address: 126 North St. Andrews St. Rm. #110  
City: Dothan State: AL Zip: 36303  
E-Mail: trwilliams@dothan.org Phone: 334-615-3145 Fax: 334-615-4139  
IT Company or contact: Davis Hart Phone: 334-615-4310  
Email: wdhart@dothan.org  
Equipment Location: Accounting

Make: Sharp Model: MX-M464N Serial: 55011777X  
USID: 500916 Starting Meter Black: 7561 Starting Meter Color: N/A

This agreement covers all parts, Supplies may be included:

Toner Included	Yes	<u>X</u>	No	_____
Drums Included	Yes	<u>X</u>	No	_____
Labor Included	Yes	<u>X</u>	No	_____
Fuser Unit	Yes	<u>X</u>	No	_____

Other: Surge Protector must be and remain installed on the unit. Staples for finisher are not included.

Loading printer drivers and scan to destinations support is included for 15 days. After the 15 day period the following will be applied:

- Emergency (same-day) toner delivery fee is \$50.00.
- Print driver installation, email, or any network related support: X \$4.99 per month or \_\_\_\_\_ \$45 per computer.
- Remote support: X \$7.49 per month or \_\_\_\_\_ \$75 per session.  
(Please choose an option by initials; if none chosen the default fees apply per service requested.)

X Customer agrees to pay monthly, in arrears \$25.90 per month which covers 3,500 B&W images per month and N/A Color images. Additional images charged at \$0.0074 B&W and N/A Color.

Length of Term for Value Service Agreement: 12 Months

See reverse side for terms and conditions - Which are part of this agreement

\_\_\_\_\_ USBPi Rep. \_\_\_\_\_ Date \_\_\_\_\_

1. *US Business Products forth known as USBPI will provide unlimited emergency service calls to the Customer listed in this agreement. Emergency service calls are guaranteed to occur within 5 hours, if such 5 hours falls within normal business hours (8:00 a.m. to 5:00 p.m., Monday through Friday, except Holidays) and the equipment is located within in Houston, Dale, Barbour, Coffee, County Calls required to be made outside the normal business hours shall be provided on an "if available" basis at the after-hours service rate.*
2. *USBPI will replace, without charge, parts, which have been broken or worn through normal use and are for equipment servicing and maintenance adjustments shall provide a temporary replacement (loaner) for any irreparable copier in the Customer's office that is not operable for consecutive business days. For Digital copiers any new service required after changes to the original operating system end user installs, software updates or makes any changes will be billed at dealer's hourly rate.*
3. *This agreement shall not apply to repairs made necessary due to defective supplies, accident, abuse, misuse, neglect, operator error, theft, vandalism, substandard paper and supplies, fire, water, lightning of. Or repairs made necessary by service performed by personnel other than those of USBPI. USBPI shall not be responsible for equipment performance or parts and circuit boards affected or damaged by defective phone lines, brown-outs, power failures, surges or power strikes, except for those units connected to a USBPI approved surge protector. Direct lightning strike excluded.*
4. *Customer will:*
  - A. *Provide suitable electrical service, acceptable access to equipment and maintain proper environmental requirements.*
  - B. *Promptly notify USBPI of any problem or malfunction with the equipment and cease usage until it is corrected.*
  - C. *Use the equipment for only the uses for which it was designed.*
  - D. *Provide a "key operator" who will perform basic assignments and responsibilities as described and instructed by USBPI*
  - E. *Provide a true and accurate meter reading at prescribed intervals and in any reasonable manner requested by USBPI. If USBPI does not receive the current monthly copy count by meter card or phone, the current monthly charges will be based on average monthly usage, subject to adjustment upon receipt of an accurate, current copy reading. An additional \$25 fee may be charged if copy count is not received within 5 days of request by USBPI.*
5. *The term of a USBPI agreement is one year, unless otherwise specified. The equipment must be in good working order on the start date. Any parts and labor needed to bring the machine up to specification will be invoiced at current rate.*
6. *All USBPI invoices are billable and are due within 30 days of invoice date. Late payments may accrue interest of 2% per month. If Customer does not pay within the required periods, USBPI at its discretion, may (a) furnish service only on a C.O.D. "per call" basis calculated at the then current rate and/or (b) declare the Customer in default, consider this agreement canceled by the Customer and proceed according to the provisions of paragraph 7.*
7. *This agreement cannot be honored if the equipment is moved out of USBPI normal servicing area. In the event of such relocation, Customer agrees that this contract shall be deemed terminated by Customer and Customer agrees to pay liquidated damages upon such termination in accordance with the formula set forth in Paragraph 7.*
8. *All software and manuals are provided on install unless otherwise noted. Charges may apply for new copies.*
9. *The payment under this agreement shall be increased by an amount equal to any applicable tax now or hereafter assessed, levied or imposed by Federal, State or local authority.*
10. *Title to all supplies furnished hereunder, including consumable parts such as the drum, remains with USBPI until said supplies are completely consumed. Upon termination of this agreement, such supplies may not be further utilized in the copy making process, and USBPI shall retain the right to recover such supplies or invoice Customer for the unused portion.*
11. *Customer agrees to indemnify and hold harmless against all loss, cost and/or liability for injury to any persons for damage to property arising out of Customer's possession and use of the supplies or equipment hereunder. USBPI shall not be liable for any special, indirect or consequential damage whatsoever, nor for any loss, damage or delay from causes beyond USBPI reasonable control. USBPI assumes no liability for anything other than the hardware provided...*
12. *Customer shall pay all of USBPI costs in the collection of any amount due hereunder, in the recovery of any property pursuant hereto or in the enforcement of its rights against Customer, including reasonable attorney's fees, whether or not suit is brought.*
13. *This is a binding contract, and contains the entire agreement of the parties, and supersedes all other written or oral communications. USBPI is specifically not bound by any oral or written representation made by its representatives that do not appear in writing herein. This contract. Service rates will not increase more than 10% per year as machine ages or fuel costs increase.*
14. *This agreement extends only to the original Customer and is non-transferable.*
15. *This agreement will become binding only upon acceptance by USBPI as evidenced by the signature of an authorized manager or owner.*
16. *Customer agrees to purchase OEM supplies from USBPI. It is the customer's responsibility to keep on hand toner and other consumables or supplies. If the customer runs out of toner and USBPI is not notified; a \$25 emergency toner delivery fee and freight charges may apply.*
17. *If equipment needs to be relocated; the customer must notify USBPI. If USBPI is not notified and customer relocates equipment and USBPI is needed to setup equipment for use at new location additional charges may be applied.*