

COPYFAX

CS-04-33
RICOH

6631 N. Executive Park Ct.
Suite 210
Jacksonville, FL 32216
Phone: (904) 296-1600
Fax: (904) 296-7111

MAINTENANCE AGREEMENT

Please check one of the following:

- This agreement is a **Full Coverage Maintenance and Supply Agreement** and provides for the repair, preventative maintenance and replacement of all parts, including copier drum or OPC master unit, broken or worn through normal use of equipment and supplies, excluding staples and paper.
- This agreement is a **Full Coverage Maintenance Agreement, not including supplies.** This agreement provides for the repair, preventative maintenance and replacement of all parts, including copier drum or OPC master unit, broken or worn through normal use of equipment.
- This agreement is a **Limited Coverage Maintenance and Supply Agreement** and provides for the repair, preventative maintenance and replacement of all parts, **excluding copier drum or OPC master unit**, broken or worn through normal use of equipment and supplies, excluding staples and paper.
- This agreement is a **Limited Coverage Maintenance Agreement, not including supplies.** This agreement provides for the repair, preventative maintenance and replacement of all parts, **excluding copier drum or OPC master unit**, broken or worn through normal use of equipment.
- This agreement is a **Full Coverage Rental Agreement** and provides for the machine, repair, preventative maintenance and replacement of all parts, including copier drum or OPC master unit, broken or worn through normal use of equipment and supplies, excluding staples and paper.
- This agreement is a **Facsimile Machine Maintenance Agreement, not including supplies,** and provides for the repair, preventative maintenance and replacement of all parts, **excluding drum or OPC master unit**, broken or worn through normal use of equipment.
- I refuse any maintenance agreement at this time and agree to pay the prevailing labor rate for maintenance performed on this equipment.

Company Name NASSAU COUNTY BOARD OF COMM	Machine Model J5186 F551
Street Address 96160 NASSAU PLACE	Serial # 4715500148
City/State/Zip YULEE FL, 32097	Install Date/Beginning Meter Reading 182,325
Phone 904-321-5915	Install Street Address
Contact SUE BUTLER	Install City/State/Zip

The effective date of this contract is _____ and this agreement will remain in effect according to the terms and conditions on the reverse.

Term to run concurrent with the lease term _____ yes no

Plan Description	Base Charge	Copies/Prints Included	Excess Per Copy/Print	Term
6EM	—	—	.0095	1 YR

The additional terms and conditions on the reverse side hereof are incorporated into and made part of this agreement. No change, alteration or amendment of the terms and conditions of this agreement are authorized or effective unless they have been agreed to in writing by an authorized agent of customer and an officer of CopyFax, Inc.

Customer Printed Name/Title Nassau County Board of County Commissioners Floyd L. Vanzant, Chairman	CopyFax, Inc. Printed Name/Title Govt. Rep. Richard P. Duran
Signature <i>Floyd L. Vanzant</i>	Signature <i>Richard P. Duran</i>
Date <i>5/26/04</i>	Date <i>7-6-04</i>

TERMS AND CONDITIONS

Maintenance Plan ("MP") Terms

- A. During the term of this contract, CopyFAX shall maintain Equipment in accordance with its service policies as revised from time to time. This agreement covers material and labor for adjustment, repairs and replacement of parts, as required by normal use of equipment.
- B. CopyFAX shall provide during normal business hours of Monday through Friday 8:00 a.m. to 5:00 p.m., except for holidays observed by customer or CopyFAX, maintenance and repair services. Subject to service representative availability, CopyFAX may provide services during other than business hours provided that (i) Customer provides an agent or employee to accompany CopyFAX authorized personnel servicing equipment; and (ii) Customer agrees to pay, and timely pays, for such overtime services at CopyFAX overtime rates in effect at the time overtime service is rendered.
- C. Subject to paragraphs 1(E) and 1(G), if CopyFAX, in its sole judgment determines that it cannot maintain Equipment in good working order, CopyFAX shall, at its own expense and in its sole discretion, perform off-site renovation of such Equipment or replace such Equipment with another unit of the same product designation as that Equipment (a "replacement unit"); provided, however, that (i) the replacement unit may be reconditioned or otherwise used unit rather than a new unit, and (ii) if a replacement unit of the same product designation as the unit of Equipment it replaces is not available, the replacement unit may, in CopyFAX sole discretion, be a product of substantially similar or greater capabilities. In such instances, the MP rate customer shall pay for the replacement unit shall be the rate charged for such other unit specified in the CopyFAX price list then in effect.
- D. Customer shall permit CopyFAX to install on-site engineering improvements designated by CopyFAX as "mandatory retrofits".
- E. Notwithstanding anything in this contract to the contrary, CopyFAX shall not be obliged to provide (i) retrofits (whether mandatory or optional); (ii) relocation of Equipment for customer without additional charge; (iii) service labor or parts repair or replacement resulting from movement of Equipment by customer or any agent of customer or any other person other than CopyFAX; (iv) services connected with adding or removing accessories, attachments or other devices; (v) exterior painting or refinishing Equipment; (vi) performance of normal operator functions as described in Equipment Operations Manual(s) or as described by CopyFAX; (vii) repair services or replacement parts or units necessitated by damage from any cause other than ordinary use, except damage caused by the sole negligence of CopyFAX; (viii) Equipment service necessitated by operator neglect or unusual applications of Equipment and (ix) services for Equipment which is not used in accordance with the terms and conditions of this contract. Performance by CopyFAX of services not included in MP will be charged in accordance with CopyFAX prices for such services then in effect.
- F. Customer shall (i) maintain Equipment in strict compliance with the instructions specified in the Operations Manual(s) and by CopyFAX including, but not limited to, the specifications for electrical service and space; (ii) make or permit no alterations to Equipment without CopyFAX written permission; (iii) attach no item to Equipment unless neither the Equipment nor such item has been altered and the combination is UL approved; (iv) not move Equipment unless such Equipment is designated by CopyFAX as moveable; (v) not relocate Equipment to another address without written notice to CopyFAX; (vi) not use any attachment or supply item which, in the opinion of CopyFAX, could cause damage to or necessitate unreasonable or unusual servicing of Equipment; (vii) not itself install or remove developer in or from Equipment; (viii) afford CopyFAX authorized personnel unrestricted access to Equipment.
- G. CopyFAX shall be under no obligation to provide maintenance services for Equipment relocated to any place where CopyFAX services are not available.
- H. If this maintenance agreement provides for Equipment maintenance including supplies, then, at all time during this agreement, and upon cancellation, the "unused supplies" that were delivered to be used in the copier will be owned by CopyFAX, Inc. These supplies are not sold or offered for sale to the customer until used in the process of making a copy on the Equipment covered by the "cost per copy maintenance and chemical agreement." Upon cancellation by either party, CopyFAX will be allowed to pick up and remove all of their supplies from the customer location.

2. Price

Except as provided herein, the prices for MP are based upon the price list in effect upon the date Customer executes this contract.

3. Invoicing and Payment

- A. Charges for the Annual/Copy Volume Payment Plan will be invoiced in full prior to or after the commencement date. Monthly charges for the Monthly Payment Plan will be invoiced in advance of each month and the initial invoice of such plan will include the monthly charge for the month in which Equipment is installed. If Equipment is installed for less than a full month, the monthly charges shall be pro-rated on the basis of a thirty day month.
- B. On the last business day of each month Customer shall complete and mail to CopyFAX the meter card setting for the meter reading of Equipment on that day unless CopyFAX and Customer have made other arrangements for delivery of the meter reading. If such meter reading is not received by CopyFAX on a timely basis, CopyFAX shall be permitted to estimate the meter reading and to invoice the meter charges accordingly.

4. Term

- A. The initial term of this agreement commences upon the commencement date and shall continue, in the case of the Monthly Payment Plan, for twelve months from the first day of the calendar month following the commencement date and in the case of the Annual/Copy Volume Payment Plan for twelve months or for the term indicated on the contract greater than twelve months or until the applicable copy volume specified in the contract is produced whichever occurs first.
- B. Unless CopyFAX receives notice of termination in writing from Customer thirty days before the end of the initial term or any renewal period, this contract shall be deemed automatically renewed for additional periods of one year. There shall be no automatic renewal of this contract for any period beyond five years from the date of original new equipment installation. A rate increase not to exceed 6% annually will be applied.
- C. Equipment is eligible for an MP contract for a minimum of five years from date of original new Equipment installation. Upon the expiration of this five year period, CopyFAX shall accept orders for the MP contract for additional periods of one year provided that (i) CopyFAX, before such acceptance, shall inspect such Equipment and if necessary, perform off-site renovation at the Customer's expense as a condition precedent to acceptance of such an order and (ii) CopyFAX on notice to Customer terminate the MP contract for any such additional period if CopyFAX, in its sole judgment, determines that it cannot maintain such Equipment in good working order. If Customer does not authorize the off-site renovation, CopyFAX shall continue to offer Hourly Rate Service at the rates in effect at the time. Equipment is eligible for an MP contract for a maximum of seven years from the time of original installation.

D. In the event of early termination of this agreement by the customer, for any reason, the customer shall be charged, as liquidated damages, the average of the per machine charge for the three months immediately preceding termination multiplied by the number of months remaining in this agreement or five hundred dollars (\$500.00) per machine covered by agreement, whichever is greater.

5. General Conditions

- A. Training. CopyFAX shall, at no additional charge, train in the operation of Equipment, a reasonable number of key operators designated by Customer with the consent of CopyFAX at a time and place acceptable to CopyFAX.
- B. Assignability. This contract cannot be assigned by Customer without written consent of CopyFAX. This contract can be assigned by CopyFAX without additional written consent of the customer.
- C. Attorney Fees/Costs. Customer shall pay all costs and expenses related to enforcement or preservation of CopyFAX rights under this contract including attorney's fees and court costs.
- D. Force Majeure. CopyFAX shall not be liable for delays in performance or failure to perform its obligations under this contract caused by circumstances beyond its control including, but not limited to delays or failure to perform caused by work stoppages, delays or losses in shipping, bad weather, import or other government restrictions, accidents or delays or failure to perform by its suppliers.
- E. No Warranties. CopyFAX disclaims all warranties, express or implied, including implied warranties of merchantability, fitness for use or fitness for a particular purpose. Customer agrees that CopyFAX is not responsible for direct, incidental or consequential damages, including but not limited to damages arising out of the use or performance of Equipment or the loss of use of such Equipment.
- F. Governing Law. This contract shall be governed by the laws of the state of Florida.
- G. Entire Agreement. This contract is the entire agreement between the Customer and CopyFAX and may not be modified except in writing signed by duly authorized officers of the Customer and CopyFAX.

RECEIVED
COUNTY COORDINATOR'S
OFFICE



Please send FAX from this edge
904-296-7111

Counter

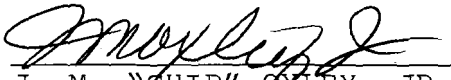
Serial No :H4715500148

Print Out Date:07/08/2004,10hr.51min.08sec.

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■ 11x17 Paper	0 0 0 2 3 7 9
■ Duplex	0 0 0 6 0 7 6
■ Staple	0 0 0 4 9 1 2

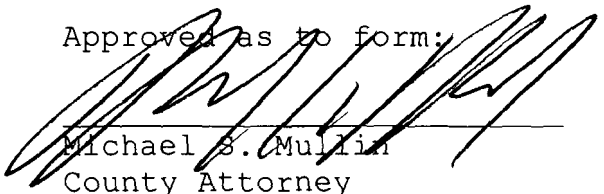
Please FAX to:904-296-7111

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AEST:



J. M. "CHIP" O'LEARY, JR.
EX-OFFICIO CLERK

Approved as to form:



Michael S. Mullin
County Attorney

