

Equipment Maintenance Agreement



2070 Commerce Ave., Concord, CA 94520

10/17/2022

Customer

BILL TO:

Company Name:		Making Waves Academy	
Department:			
Address:	4123 Lakeside Dr.		
City:	Richmond	County:	
State:	CA	Zip:	94806
Contact:	Vi Cung	FAX:	
Phone:	510-964-2424		
Email:	vcung@mwacademy.org		

SHIP TO:

Company Name:		Making Waves Academy	
Department:			
Address:			
City:		County:	
State:		Zip:	
Contact:	Damon Edwards	FAX:	
Phone:	510-964-2424		
Email:	dedwards@mwacademy.org		

Meter Contact Information

Contact Name:	Damon Edwards
Phone Number:	510-964-2424
Email Address:	dedwards@mwacademy.org
Primary Service Tech:	

START DATE: ~12-19-22

END DATE: ~3-19-26

Equipment

N	Location	Make & Model	Serial	Equip ID	BW Images Incl	CLR Images Incl	BW Rate	CLR Rate	BW Overage	CLR Overage	CPC Base Charge	Charge
1	TBD	Canon C270			30,000	22,000	0.0038	0.0350	0.0038	0.0350		\$884.00
2	TBD	Canon C270			Included	Included	0.0038	0.0350	0.0038	0.0350		
3	TBD	Canon C270			Included	Included	0.0038	0.0350	0.0038	0.0350		
4	TBD	Canon C270			Included	Included	0.0038	0.0350	0.0038	0.0350		
5	TBD	Canon iR8705i			Included	N/A	0.0038	N/A	0.0038	N/A		
6	TBD	Canon iR8786i			Included	N/A	0.0038	N/A	0.0038	N/A		
7												
8												
9												
10												
11												
12												
13												
14												
15												
16												
17												
18												
19												
20												
Total Images Included					30,000	22,000						

Special EMA Instructions:

The monthly freight charge is a flat \$15.00/mo. There will be no charge/penalty if MWA terminates this agreement. There will be no charge if MWA is 30-days late in paying...only if MWA is 60-days late. There is no automatic renewal of this agreement and there will be no annual increases. Upon request, Global Office will pause billing during the summer months where there is no usage.

Fees / Misc	\$0.00
Total	\$884.00 (plus tax)

Base Frequency: Monthly

Overage Frequency: Quarterly

Acceptance

Print Name _____ Signature _____ Date _____

Global Office Inc _____ Signature _____ Date 11/22/22
 2070 Commerce Ave., Concord CA 94520 **Mark Hipperson**

Equipment Maintenance Agreement- Terms and Conditions

During the term of the Equipment Maintenance Agreement (EMA), Global Office Inc. (Global) will provide on-site service and repair (including parts and labor) when required, preventative maintenance as required and all supplies excluding paper (for supply inclusive contracts) for the equipment listed on the front of this document or subsequent amendment or equipment schedule. Global will provide all such services, maintenance, and repairs on the Equipment in a good and workmanlike manner.

If Global cannot maintain the equipment to its performance specifications, Global will replace the equipment with a comparable model at no additional charge to the Customer.

For the term following the date of original installation, or purchase of EMA, Global guarantees the copier to operate at 98% uptime. The uptime is calculated per quarter on 600 working hours (8:00 AM - 5:00 PM). Customer will be reimbursed for the time the copier is out of service in excess of 2% of normal working hours per quarter (12 hours). The reimbursement will be determined in increments of 9 working hours and to be settled quarterly.

Meters to be collected at a regular interval for billing purposes. Client agrees to allow Global to install a software tool to automatically collect meters.

Annual plans are for a 12-month period or the specified number of copies, whichever occurs first. All plans are subject to a minimum 3% annual increase.

1. Items NOT Covered by Global EMA

- a) \$15.00 per month flat fee charge to cover shipping.
- b) Maintenance and parts required due to customer neglect, excluding reasonable wear and tear, and not due in whole or in part to Global, its employees or agents negligence willful misconduct or violation of law or any term of this EMA.
- c) Damage caused by the relocation of equipment without prior notification to Global.
- d) Service performed by NON-Global employees.
- e) Any damage caused by natural disasters or other than normal equipment wear and tear excluding damage caused by Global or any of its employees or agents. Damage caused in whole or in part by Global or its agents or employees is covered within this EMA.

2. On Site Response Time

- a) Global guarantees a 4 hour average response time during normal business hours.
- b) Normal Business hours are Monday through Friday 8:00AM to 5:00 PM (Excluding Holidays)

3. Termination of Contract

- a) EMA's may be cancelled by either the customer or Global upon 30 days written notice. The monthly minimum coverage will continue through the end of the month in which the termination becomes effective. There will be a charge according to Per-Call equipment service rates and Terms for any parts and service labor provided on or after the expiration date of the EMA.

4. Reduction in Images Included

- a) At any time during the term of the EMA, Customer may request in writing that the images included be reduced and the Monthly Payment be proportionately reduced. No later than thirty (30) days following such request, Global will execute an amended invoice and/or amendment to the EMA reflecting the requested reduction in the images included and the proportional reduction of the Monthly Payment.

5. After hours or non-contract charges

- a) An hourly rate for non-contract customers is \$150.00 an hour with a two-hour minimum.
- b) After hours service (after 5PM) can be provided at 1.5 times the regular hourly rate, plus \$50.00 travel time.
- c) Global will provide service to non-EMA customers on a time and material basis.

6. Limitations

- a) Neither party will not be responsible for any consequential or incidental damages resulting from the use or service of the equipment. Such damages include loss of revenue, downtime cost and loss of use of equipment.

7. Breach

- a) If the customer fails to pay in a timely manner for services within 60 days of the due date, Global can withhold service and supplies for the equipment covered under this agreement until outstanding past due charges are paid in full.
- b) Invoices are payable upon receipt, terms are net.
- c) All accounts, which go beyond 30 days, will be charged 1% per month.
- d) Customer shall be responsible for all reasonable costs incurred as a result of any collection activity required to satisfy all outstanding balances that are more than 60 days past due.

8. Automatic Renewal of EMA

- a) Unless the customer notifies Global 30 days prior the end of the EMA period, the EMA will be renewed automatically for the succeeding EMA period with a minimum 3% increase.

9. Additional Changes

- a) Global will reduce the images included and the Minimum Monthly Charge proportionately upon MWA's request. Global will provide all services, maintenance, and repairs on the Equipment in a good and workmanlike manner. Damage caused in whole or in part by Global or any of its agents or employees or reasonable wear and tear is covered within this EMA. When the EMA requires replacement of any of the Equipment, the installation of the comparable model and the removal of the dysfunctional/old model will be completed by Global at no charge to MWA. Customer's responsibility for costs incurred due to collection activity required to satisfy outstanding balances is limited to reasonable costs for balances that are more than 60-days past due. Global can withhold service and supplies for the Equipment only if MW fails to pay for services within 60-days of the due date and only until all outstanding past due charges are fully paid.

Making Waves Academy

Global Office, Inc.

By: _____ **By:** _____

Print: _____ **Print:** _____

Title: _____ **Title:** _____

Date: _____ **Date:** _____