

Managed Equipment Fleet Service Maintenance Agreement



Agreement No: _____

Customer – Use EXACT registered name if a corp., LLC or LP El Camino Real High School		Customer’s Contact Person:			Contact Person’s E-mail:	
Street 5440 Valley Circle Blvd	City Woodland Hills	State CA	County	Zip Code 91367	Customer’s Telephone (818) 884-7036	

This is your Managed Equipment Fleet Service Maintenance Cost Per Print Agreement referred to as the (“**Agreement**”), the words “**You**” and “**Your**” mean the Customer named above. “**We**,” “**Us**” and “**Our**” mean COPIER HEADQUARTERS, INC., an authorized Channel Partner. **The Agreement represents the final and only agreement between You and Us and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements. The Agreement can be changed only by a written agreement between You and Us. Other agreements not stated herein (including, without limitation, those contained in any purchase agreement or order between You and) are not binding on Us.**

1. EQUIPMENT (SEE ATTACHED SCHEDULE(S) FOR PRICING AND SPECIAL TERMS AND CONDITIONS). Under a separate written agreement, You have purchased or leased the office equipment listed on the attached schedule(s) from Us, or a third party leasing company (together with all existing and future accessories, attachments, replacements and additions, the “**Equipment**”). You desire to enter into this Agreement for supplies and service (if applicable) for the Equipment. You promise to pay to Us the “Base Monthly Charge(s)” shown below each month, any excess print charges and all other amounts stated herein. This Agreement is binding on You as of the date You sign it and cannot be cancelled by You.

2. TERM; TERMINATION AND RENEWAL. The term of this Agreement will begin on the date We accept and sign the Agreement (the “**Commencement Date**”) and will continue for as long as Equipment is covered by a schedule to this Agreement (“**Term**”). Each schedule has its own term (“**Schedule Term**”) for the Equipment covered by such schedule. The agreement terms in years provides that a full service maintenance agreement will be available on your equipment for that term. With respect to billing renewals: Monthly base and meter rates will be adjusted annually, once per year. Each unit of Equipment covered by a schedule to this Agreement will automatically renew for a month to month term unless either party provides the other party with written notice of non-renewal at least 30 days, before the end of the existing Schedule Term. Upon Your request, We will provide You with revised pricing for the renewal term within 30 days before the end of the existing Schedule Term for the devices that will be supported at the time of renewal. We will use reasonable efforts to notify you of the devices that are no longer supported by the Program.

3. SUPPLIES AND SERVICE. You agree to use the Consumables (as defined in the applicable attached schedule(s)) provided under this Agreement only in the covered Equipment. You shall order Consumables only as needed. No “excess shelf stock” of Consumables is permitted under this Agreement. “Excess Shelf Stock” means no more than one extra consumable item (e.g. toner cartridge) that is not installed in the device. We reserve the right to provide remanufactured cartridges which will work as new. You may return any used cartridges or other used Consumables per instructions. Any use of Consumables in devices other than the Equipment constitutes a violation of this Agreement. **Consumables are the property of Copier Headquarters until fully consumed by You in the Equipment. Selling, transferring, bartering or otherwise conveying Consumables to anyone is strictly prohibited and is subject to civil and criminal penalties.** You shall return to Us all unused Consumables upon expiration or termination of this Agreement. We reserve the right to invoice You for any unused Consumables that are not returned at Our then established retail prices, plus shipping and handling charges. You acknowledge that We reserve the right to audit Consumables orders to validate new requests. Shipping of consumables is included at no additional cost. You agree to order ALL Consumables through Us during the Term of this Agreement. **You acknowledge that Copier Headquarters or a service provider will provide You break/fix service for the Equipment pursuant to Copier Headquarter’s standard service agreement. The terms and conditions (including exclusions for accidents, misuse, abuse, unauthorized repair, unauthorized disassembly, etc.) of the applicable Equipment service agreement shall apply.** Upon Your request, We will provide You with a copy of any applicable Equipment service agreement. If You require service on Equipment You may request service using the following methods: (I) send email to service@copierhqs.com (II) calling **1-818-874-1200**, or (III) access our web portal service link; www.chqs.com/services/-copier-service/. You agree that: (a) You must separately purchase all supplies other than Consumables listed above, including, without limitation, paper, at Your own cost; (b) You must separately purchase Equipment service or parts required by Your negligence, misuse of the Equipment, failure to follow the ’s suggested use instructions, or breach any warranty or service agreement provided by Us and (c) We are an authorized Platinum Document Technology Partner, Service Provider and Agent of Corporation.

4. PRINT CHARGES; PAYMENTS, LATE FEES AND TAXES. Each month, You agree to pay Us, by the due date as set forth on Our invoice to You, all Base Monthly Charges, excess print charges and all other amounts due under this Agreement (including all applicable taxes). **You agree to pay the Base Monthly Charges each month even if You do not make the number of prints included with the Base Monthly Charge. If the monthly base charge is part of an equipment lease, rental, or cost per print agreement, the base charges are billed as part of that agreement. You may not carry over a credit from any month during which You make fewer than the minimum number of prints. If your monthly allowance of prints is zero, you will pay for each print as part of this agreement.** You have 30-days from the date of the invoice to make the payment. If You do not make the payment within 30-days, we may charge a late fee which is equal to the greater of 1.5% of the amount that is late from the due date to the date paid. You are responsible for all taxes (including, without limitation, sales, use and personal property taxes, and excluding only taxes based on Our income), levies, assessments, license and registration fees and other governmental charges relating to this Agreement (collectively, “**Taxes**”). We may periodically bill You for, and You agree to promptly pay any Taxes. If applicable, You authorize Us to pay any Taxes when and as they may become due, and You agree to reimburse Us promptly upon demand for the full amount (less any estimated amounts previously paid by You).

THE TERMS OF THIS AGREEMENT ARE CONTINUED ON THE NEXT PAGE.

5. 5. ASSISTANT SOFTWARE. You agree (a) to install Copier Headquarter's meter reading and Equipment device information software (including any updates, patches, or replacement software ("Print Tracker Software") on one or more of Your workstations that are connected to Your network so that meter reads and Equipment device information can be retrieved from the Equipment and transmitted via the Internet to Us, (b) to the end-user license Proposal for such software, (c) to keep the workstations on which the software is installed powered on and connected to the Equipment via Your network at least five days a week and 6 hours a day, except during network outages and routine network maintenance, and (d) not to disable, disassemble, reverse engineer or otherwise interfere with the operation of the software. If Copier Headquarters fails to receive meter reads or device information on the Equipment, We will give You notice that You are in breach of this Proposal. If You do not provide with meter readings within five (7) days of the date of Our request, then (i) We may estimate the number of prints used and invoice You accordingly, (ii) We will charge a fee in the amount of \$_____ (if left blank the amount is zero) per piece of Equipment that We do not receive meter readings for each month until We receive meter readings, and (iii) We will adjust the estimated charge for excess prints upon receipt of actual meter readings. If You do not provide with meter readings within fifteen (30) days of the date of Our request, then We may terminate this Agreement by giving You written notice of such termination. **You acknowledge that if You do not provide meter readings, primarily through the Print Tracker software, or if it stops reporting data, we may not be able to provide You with Consumables or Service repairs and the Equipment may not function or produce prints. You also acknowledge that the Assistant Software will send meter reads and equipment diagnostic information on your networked print devices automatically to Us from time to time.**

6. LOCATION AND USE OF EQUIPMENT. You shall give Us at least 15 days prior written notice before moving the Equipment from the location set forth above to a different location. The notice must include the mailing address of the new location so that Consumables are sent to the new location. You shall not sell or otherwise transfer any rights in the Equipment unless You first get Our permission. You shall use the Equipment in accordance with all laws, operating manuals and service agreements. Any relocations of equipment to another county or state requires permission in advance.

7. NO WARRANTIES; LIMITATION OF LIABILITY. THE ONLY WARRANTIES MADE WITH RESPECT TO THE EQUIPMENT IS BY AS SET FORTH IN THE APPLICABLE SERVICE AGREEMENT. ANY WARRANTY STATEMENT INCLUDED WITH THE EQUIPMENT IS SUPERSEDED BY THE APPLICABLE SERVICE AGREEMENT. WE HAVE NOT MADE AND HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING BY APPLICABLE LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Our liability to You for any cause whatsoever shall be limited to amounts paid by You to Us under this Agreement. This limitation shall apply regardless of the form of action, whether contract or tort, including without limitation negligence actions, provided, however, that this limitation shall not apply to damages resulting from personal injury caused by Our negligence. In no event shall We be liable to You for any special, indirect, incidental, consequential, exemplary or punitive damages in any way arising out of or relating to this Agreement.

8. LOSS AND DAMAGE. If the equipment becomes lost You shall bear the risk of loss and shall continue performing all Your obligations to Us even if it becomes lost. If the equipment becomes damaged, an insurance claim must be placed in order to pay Us for the obligations set forth in this agreement, even if it suffers a loss.

9. ASSIGNMENT. YOU SHALL NOT SELL, ASSIGN, OR OTHERWISE TRANSFER (collectively, "TRANSFER") THIS AGREEMENT, IN WHOLE OR IN PART, WITHOUT THE PRIOR WRITTEN CONSENT OF US AND . Any attempted assignment or delegation without the prior written consent of Us shall be void. The equipment manufacturer and its suppliers are a third party beneficiary of this Agreement. You acknowledge that We may, without notice to You, Transfer this Agreement to or a third party reseller of products.

10. DEFAULT. You will be in default hereunder if You fail to pay any amount within 30 days of the due date as set forth in an invoice from Us to You or if You fail to perform any other obligation under this Agreement. If You default, We may do any or all of the following, at Our option: (a) terminate this Agreement, (b) require You to pay to Us, on demand, an amount equal to the sum of (i) all amounts then due and past due, (ii) all remaining Base Monthly Charges for the Term and (iii) all other amounts that may thereafter become due hereunder to the extent that We will be obligated to collect and pay such amounts to a third party, and/or (c) exercise any other remedy available to Us under law. You also agree to reimburse Us on demand for all reasonable expenses of enforcement (including, without limitation, reasonable attorneys' fees and other legal costs).

11. APPLICABLE LAW; VENUE; JURISDICTION. Any action related to this Agreement shall be governed by the laws of your state _____ without regard to choice of law principles, and any litigation hereunder shall take place in the state or federal courts located in ____ Los Angeles, CA. Each term hereof shall be interpreted to the maximum extent possible so as to be enforceable under applicable law.

12. MISCELLANEOUS. This Agreement may be executed in counterparts, all of which together shall constitute the same document. You agree that a facsimile or other copy containing the signatures of both parties shall be as enforceable as the original executed Agreement. The failure of either party to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision or the right thereafter to enforce each and every provision hereof. No waiver by either party, either express or implied, or any breach of these terms or conditions shall be construed as a waiver of any other term or condition. The provisions of this Agreement that by their nature continue in effect shall survive the termination or expiration of this Agreement. **You hereby represent to Us that this Agreement is legally binding and enforceable against You in accordance with its terms.**

Accepted by COPIER HEADQUARTERS, INC.	Customer: El Camino Real High School
By: _____ / _____ (Date)	By: X _____ Date
	Print Name: _____ Title:

Copier Headquarters, Inc. 21109 Oxnard Street, Woodland Hills, CA 91367



