



312 Roberts Road
 Chesterton, IN 46304
 (800) 837-1400 ext 225

Contract No: 4924

Annual Maintenance Agreement

Customer Name: MUNSTER, TOWN OF **Contact:** _____
Phone: (219)836-8810 **Fax:** (219)836-8350 **Email:** _____
Billing Address: MUNSTER, TOWN OF, 1005 RIDGE RD DAVID WALEN MUNSTER IN 46321-1899
Equipment Location: Multiple Locations

Manufacturer	Model	Serial	Meter Reading
<i>Location: MUNSTER, TOWN OF, 1001 RIDGE MUNSTER IN 46321-1849</i>			
CANON	0603C003BB	WXD01203	
<i>Location: MUNSTER, TOWN OF, 1005 RIDGE RD MUNSTER IN 46321</i>			
CANON	0603C003BB	WXD00686	
CANON	0603C003BB	WXD01201	
CANON	0603C003BB	WXD01272	
CANON	4745B005BA	HGX06331	
CANON	8477B004AA	QTV07958	
<i>Location: MUNSTER, TOWN OF, 508 FISHER ST MUNSTER IN 46321</i>			
CANON	8477B004AA	QTV07962	
<i>Location: MUNSTER, TOWN OF, 550 FISHER ST MUNSTER IN 46321</i>			
CANON	8477B004AA	QTV07951	
	Base Rate	Minimum Volume	Overage Rate
B/W Images	\$975.00 Per Cycle (Q)	325,000 Per Cycle (A)	\$0.012000 Per Image
Color Images (CLR)	\$3,300.00 Per Cycle (Q)	220,000 Per Cycle (A)	\$0.060000 Per Image

Coverage Includes:
 Consum-Parts
 Copier Sup
 Drum-MFP-BLK
 Drum-MFP-CLR
 DV BW
 DV C
 FsrUnit-MFP-BLK
 ImgUnit-MFP-BLK
 ImgUnit-MFP-CLR
 Labor
 Parts
 Toner BW
 Toner Color
 Toner Printer BW
 Toner Printer CL
 Travel
 Waste Toner

Coverage Excludes:
 CSA
 Freight
 Mailing Sup
 Paper
 Prof Service
 Software
 Specialty Paper
 Staples
 Sup-WF Printheads
 Sup-WF-Ink/Toner
 Toner Clear/White



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Terms of Agreement _____

Start Date 10/01/21 Start Meter Reading _____
Expiration Date 09/30/22 Expiration Meter Reading _____

Customer Acceptance

Customer Signature

Printed Name / Title

Date

Pulse Technology Acceptance

10/04/21

Accepted by PulseTechnology Service Director

Date

ANNUAL IMAGE FLEX AGREEMENT

This **Managed Print Services Agreement** (the "Agreement"), is by and between Pulse Technology ("PT"), an Indiana corporation, and **MUNSTER, TOWN OF** ("Customer") on **10/01/21**.

1. The Agreement charges are payable upfront at acceptance of contract. PT has no obligation to provide any of the services described herein unless the customer is current in all payments to be made to PT under this Agreement.
2. During the term of the Agreement, PT will provide labor services. All labor is covered while performing service calls unless the equipment has been damaged by external causes, such as accident, misuse, neglect, theft, vandalism, lighting, electrical power failure, fire, water, or other casualty. Repair and/or replacement parts necessary to the operation of the equipment will be provided, with the exception of receiving trays, cassettes, doors, operation panels, covers, paper and staples. Toner will be provided as needed based on mfg. yield vs. actual usage. Customer agrees to pay all toner and maintenance kit freight charges and taxes.
3. The Base Rate is the fee charged under the terms of this Agreement. The customer agrees to pay a total sum equal to the Base Rate for the term of the agreement. Overages will be billed monthly, quarterly or annually.
4. The customer may not cancel this Agreement. In the event of default by Customer, PT may accelerate the payments due under the terms of this Agreement and/or exercise any other rights granted by law. This Agreement is non-refundable or transferable.
5. All toner cartridge and supplies provided under this Agreement shall at all times remain the property of PT. Customer may use the toner cartridges pursuant to the terms of this Agreement, but Customer shall not have any ownership rights in or to the toner cartridges or supplies. In the event this Agreement is terminated, Customer shall make available all toner cartridges for pick-up by PT within five (5) business days after the date this agreement is terminated. Customer shall not be charged for any toner cartridges in use upon the expiration of this Agreement. Any toner cartridges not returned shall be billed by PT to Customer at the current cartridge or supplies retail purchase price. Toner quantities included in this contract are based upon equipment actual usage and the Manufacturer stated toner yield per cartridge. Additional toners are available for purchase as needed.
6. Customer shall notify PT promptly upon installing any additional equipment at Customer's Site(s) capable of using any toners/parts/kits supplied by PT. If the Additional Equipment is of the same model as any of the Equipment serviced by PT under this Agreement then, upon installation, such Additional Equipment shall automatically be covered by and considered Equipment under the terms of this Agreement. Any other Additional Equipment will be listed as an addition to the Agreement on the effective date such Additional Equipment was first delivered to Customer's Site(s). Billings or surcharges for Additional Equipment will be reflected in the billing cycle in which the Additional Equipment was added.
7. All service will be performed during normal business hours. If emergency service is requested, additional charges will be incurred. If service is performed at other times at the Customer's request, the Customer will be charged PT after hours current billing rate for service.
8. Accurate usage billing under this Agreement is based upon PT obtaining accurate monthly usage readings through our efficient and electronic usage collection, Fleetview Remote Monitoring System or other software. Access to install this software on your network must be granted. Customer agrees that usage may be accessed and reported in this manner.
9. This Agreement shall not apply to service or repairs made necessary by, or to repairs made necessary as a result of moving the equipment or service by personnel other than PT personnel or repeated use of supplies other than those meeting published specifications for the equipment. Separate charges for repair or replacement due to the foregoing shall be paid by the Customer at PT current billing rate for parts and labor.
10. The terms of this Agreement is one (1) year. For base rate contracts with a prepaid annual volume, contract will expire when volume is reached prior to annual expiration date. Overage will be billed at stated average rate. Upon expiration of the annual term, this Agreement will automatically renew for successive one (1) year terms unless the Customer provides written notice of non-renewal at least thirty (30) days before the end of term. PT will provide a renewal thirty (30) days prior to expiration date and an invoice will be automatically sent. PT reserves the right to deny renewal. Payment of this agreement constitutes full acceptance of the terms stated herein.
11. If any part of a payment is not paid when due the Customer agrees to pay a late charge of 2% per month on the unpaid balance. The Customer also agrees to pay \$50.00 for each check returned for insufficient funds and administrative fees of \$7.00 for billings other than those paid annually.
12. PT shall not be liable for any incidental or consequential damage from any cause whatsoever. Neither shall PT be liable for any loss or damage as a result of delay or failure to furnish service or failure of the equipment to operate properly.
13. This Agreement shall be governed by Indiana law in Lake County. If this Agreement is placed in collections for any reason, Customer shall be liable for all costs of collection and attorney's fees.
14. This Agreement does not cover any computer or network related problems. If the customer requests any work on said items, normal network charges will be incurred. If the Customer calls PT for correction of a problem related to the customer's computer network, the Customer will be charged PT current effective billing rate for this service.
15. This Agreement constitutes the whole Agreement between PT and the Customer and may only be amended by the Service Director at PT.