



Your Document Solution Experts
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**Service Agreement
 Toner Plus**

CUSTOMER INFORMATION

FULL LEGAL NAME OF COMPANY _____ STREET ADDRESS _____

CITY _____ STATE _____ ZIP _____ PHONE _____ FAX _____

BILLING NAME (IF DIFFERENT FROM ABOVE) _____ BILLING ADDRESS _____

CITY _____ STATE _____ ZIP _____ FEDERAL TAX I.D. # _____ EMAIL _____

- PREMIUM MFP Contract Includes All parts, labor, toner and drums. (excludes Paper and Staples)
- FAX / PANABOARD Service Includes parts and labor only Excludes toner and drums
- HP PRINTER Service Program Includes Labor Only
- HP CARTRIDGE PLUS Program Includes Labor Only with a commitment of _____ toner cartridges.

EQUIPMENT AND PAYMENT INFORMATION

QUANTITY	EQUIPMENT DESCRIPTION	Volume * CPC	EXTENDED AMOUNT
NOTE: All Parts and Labor are Included in this Agreement. Paper and Staples are NOT Included. Terms of this Agreement are Modifiable and Cancelable with 30 Days Notification.			Subtotal
includes Minimum No. of Monthly Images – B&W	Excess Image Charge – B&W*		Tax
includes Minimum No. of Monthly Images – Color	Excess Image Charge – Color*		
SCANS: Scans in excess of 1/2 of print/copy volume accumulated during contract billing period will be charged @ \$.003 per scan (example; 1000 chargeable scans @ .003 = \$3.00)			Balance Due

Monthly Bi-Annually Quarterly Annually

Disclaimer: If, due to the age of your equipment, at any time during this contract, we are unable to acquire parts or supplies for your machine, we will credit your account with the unused portion of the agreement

ORDER AGREEMENT ACCEPTANCE

I have read and understand the terms and conditions (see back) of this agreement.

	X	
CUSTOMER (COMPANY NAME)	AUTHORIZED SIGNATURE	TITLE
	PRINT NAME OF SIGNOR	DATE
AUTOMATED BUSINESS PRODUCTS	X	
	ABP AUTHORIZED SIGNATURE	TITLE
ABP ACCOUNT MANAGER	PRINT NAME OF SIGNOR	DATE

Labor Inclusive Cartridge Purchase Program

Labor Service Agreement

The Maintenance Plan with Automated Business Products, LLC (ABP) commences on (_____) and will continue for successive 1 year periods, unless canceled as described herein.

Payment of Service Agreement is included in the consumable pricing here attached and will be billed at the agreed to purchase price and quantity of each consumable item. Billings will be paid within 30 days of receipt of invoice or charged to a credit card within 3 days of invoice date. The price per consumable item may change annually. Cartridge pricing is based on the return of each used cartridge.

Preventative Maintenance and Inspection

For new units, the maintenance service for a unit will begin upon installation and addition by addendum to this agreement. For all other units, maintenance service starts after ABP's personnel have inspected the unit and performed any remedial repair necessary to bring the unit in compliance with ABP's maintenance standards (which services are billable separately as provided for herein). Maintenance will be continued until Customer cancels or changes the type of service for a specific unit.

Site

Each building or group of geographically proximate buildings where units are located is considered a site. Customer will provide at each site the facilities ABP personnel reasonably require to perform the services contracted for, including electricity and consumable supplies, and sufficient secure space to store spares, tools and test equipment.

Maintenance Period

The principal period of maintenance ("PPM") 8:00 A.M. to 5:00 P.M. (9) consecutive hours, Monday thru Friday, national holidays excluded. ABP will have its service facilities open and perform on-site maintenance and repair during this period. ABP service locations may offer maintenance service during extended hours with an additional charge; Customer may acquire maintenance service from such locations for extended periods by paying a \$150.00 per hour surcharge for service required outside of the PPM.

Payment of Taxes

Customer agrees to pay sales tax as imposed by Colorado state law on all products purchased under this agreement.

Parts, Drums, Maintenance Kits

Parts, Drums, and Maintenance Kits will be billed to customer according to the attached schedule. ABP reserves the right to use factory refurbished parts. Such parts will be equivalent to new when installed in the units. All exchanged parts will become the property of ABP.

Exclusions

The following are not included in maintenance services:

1. Site preparation and maintaining a proper environment.
2. Set up and installation.
3. Moving units.
4. Painting and refinishing units.
5. Adding, changing and removing features and options and making other functional changes to units, optional accessories and network cards.
7. Software maintenance (except for software that is integral to designated hardware units), systems engineering services, programming services and operational procedures of any sort.
8. Training and education.
9. Resolution of problems external to units, including telephone line, modem, network connection, cabling and electrical power problems.
11. Loading or updating print drivers (print controllers) on user's PC's.
10. Maintenance, repair and replacement of parts or units where these services are required because of:
 - (a.) abuse, misuse, accident, neglect or other loss or damage to units due to a cause or causes external to the units, including, but not limited to, unauthorized service done by others, unless ABP has assumed the risk of that loss or damage elsewhere in the Agreement; or
 - (b.) failure to perform properly Customer responsibilities as established in this Agreement and the equipment specifications.

All service excluded pursuant to this section that ABP personnel may perform will be billable at the current rate of \$125.00 per hour for time and materials service. To the extent ABP personnel, in their reasonable judgment, must perform excluded services as part of ABP's performance hereunder, Customer, by executing this Agreement, expressly authorizes ABP to perform such services.

Other services

Any services not within the scope of ABP's responsibilities for a site as established by this Agreement that ABP personnel provide at the request of Customer employees or representatives will be billed for in accordance with ABP's then current rates, terms and conditions for time and materials service. Customer expressly authorizes ABP personnel to perform such services and agrees to pay for such services, in response to requests made by Customer employees or representatives.

On-Site Service ("OS")

ABP Responsibilities:

As long as Customer performs the responsibilities it accepts under this Agreement, ABP will perform the following services at the site:

1. Provide preventive maintenance on specific products as established by ABP.
2. Provide on-call remedial maintenance and repair due to unit failure including parts, maintenance kits, drums, and labor.

Customer Responsibilities:

For as long as a unit is under Service Inclusive Cartridge Purchase Program., Customer is responsible for:

1. Installing the unit in accordance with the installation instructions.
2. Making the unit, along with appropriate consumable supplies, available to ABP personnel.
3. Purchasing all toner cartridges and other consumable items for the equipment specified under this agreement from ABP. Failure to purchase all toner cartridges from ABP on covered equipment will void the labor inclusive provisions of this agreement.

Unserviceable Equipment and Reconditioning

If it is determined by ABP personnel that the equipment maintained under the scope of this agreement needs to be replaced or reconditioned due to age, end of useful life, abuse, or other damage to the equipment, ABP will notify Customer of such in writing. Customer may elect to have the equipment reconditioned at Customer expense or remove this piece of equipment from this agreement. If the equipment is refurbished, equipment will be covered under this agreement. If Customer does not have the equipment reconditioned or replaced, ABP will delete the equipment from coverage under this Agreement.

Limitation of Liability

Customer agrees that ABP and its representatives shall not be liable for any punitive, incidental, direct, indirect, special or consequential damages; including, but not limited to, lost profits, in connection with this agreement or the services or material provided, or for the loss of data or information of any kind; however caused. ABP's maximum liability for damages in connection with this Agreement for any cause whatsoever and regardless of the form of action; whether in contract or in tort, and including but not limited to negligence, shall be limited to the value of the equipment. In the event that ABP is or may be liable for any damages, this contract can be terminated at the time such damage is incurred with no further obligation by Customer.

Term of Agreement and Pricing

Unless originally contracted for multiple years at a pricing specified on this agreement, Cartridge pricing and hourly service rates may be increased to reflect age of equipment, increased costs to ABP or other circumstances as determined by ABP. Delivery of supplies under this agreement will include the following charges: \$8.75 per supply delivery for standard delivery, \$25.00 for overnight deliver and \$35.00 for same day delivery. This agreement may be canceled by Customer or by ABP without penalty for any reason upon 30 days written notice. If agreement is canceled, all cartridges delivered to the customer prior to the effective date of termination of agreement, must be paid for in full by the customer.

Adding Equipment for Service

Customer may add equipment at any time during this agreement by informing ABP in writing of the location, model and serial number of additional equipment.