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| **SHIP TO** | **BILL TO** |
| *Customer Name:*  | *Customer Name:*  |
| *Address:* | *Address:* |
| *County:* *City: State: FL Zip:*  | *County:**City: State: Zip:*  |
| *Phone: Fax:**Contact:*  | *Phone: Fax:**Contact:*  |

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| --- | --- | --- | --- | --- |
| **MODEL/MAKE** | **SERIAL #** | **EQUIPMENT ID** | **LOCATION** | **START METER** |
| **Brother MFC-L9570cdw** | *Pending* | *Pending* |  |  |
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**SEL PROMOTION – All-Inclusive Gold Maintenance and Supplies**  All Inclusive (AI)**: X**

*Includes:* Device(s); Toner; Developer; Drums/Photoconductors; Parts; Fuser Oil; OTP/Onsite Service/Labor; & Preventative Maintenance.

*Does Not Include:* Paper, Labels, Transparencies, or Staples

Base Charge: $92.99 Per: Month

Includes: 75,000 Mono Impressions Overages: $ .009 Per Impression

Includes: 25,000 Color Impressions Overages: $ .04 Per Impression

Includes: UNL Scanned Impressions Overages: $ 0 Per Impression

*\*3 Month Upfront Payment Required, Will Subtract From Back-End of Agreement.*

**SEL TERM**

Start Date: with acceptance Term Length: 36 Months

End Of Term Date: with acceptance

**Customer Acceptance**: This agreement, consisting of the terms and conditions appearing above and on the reverse side, is hereby approved and executed by the representative parties here on the dates set forth adjacent to their signatures.

Customer Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_

Smartplace Sales Representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. *ALL INCLUSIVE EQUIPMENT MAINTENANCE AND SUPPLIES AGREEMENT (“AI”)- This is an all-inclusive agreement where Smartplace agrees to perform maintenance, inspections, adjustments, repairs and replace defective parts at install without additional charges to Customers during normal business hours. Smartplace will also provide supplies to be delivered at accepted intervals in quantities as usage dictates as determined by Smartplace. The “AI” includes the supplies of toner, developer, photoconductor, and fuser, but excludes items including but not limited to paper, labels, staples, media, and finishing dies for GBC and hole punch. This agreement does not cover connectivity or components outside the device or adding/deleting users. At contract fulfillment, all remaining supplies shall be returned to Smartplace LLC on demand. All below points apply to this agreement. This agreement is NON-CANCELLABLE.*
2. *SEL SETUP PROCESS & FEES- SEL Setup Process designates an initial Installation fee billed at time of SEL Start Date/Install and is billed separate from the SEL Base Charge. This includes installation, driver downloading & updating, Address Book setup, & proper and requested settings set. To add users after this initial process, additional billing may be required.*
3. *SEL TERMS- The SEL, Smartplace Expected Life, is the length of time that standard usage is recommended before replacement is suggested and Smartplace can opt to end agreement at conclusion of SEL term. Within this agreement, Smartplace is obligated to support the agreed SEL-Qualified Device for the duration of the Term. Customer is obligated to remit payment as agreed upon, in amount and intervals, without interruption. Though can be mutually arranged, Customer & Smartplace are not obligated to continue support beyond SEL Term. At End of Term, Customer fully owns SEL-Qualified Device and is not required to remit any additional payments to Smartplace, other than any Overage Fees as detailed in the next section.*
4. *SEL OVERAGE CLICK METRICS- The Included Click Metrics, or Included Monochrome (B/W) & Color Impressions, as agreed upon, are the maximum number of Impressions Smartplace is obligated to support at the agreed upon rate. For Impressions exceeding these inclusions, the customer is billed at the Overage Rates accepted in this agreement. This billing is to be performed at the end of a full SEL Term and will reflect the differences between the Meter Readings from the Start Date to the End of Term Date. This billing is non-negotiable as it covers Smartplace costs in supporting the SEL Promotion for the duration of this Agreement.*
5. *DAMAGES- Damages caused by fire, flooding, acts of God, riots, carelessness, misuse & abuse, are not covered under this Agreement. Power-Supply/Related damages and Lightning damages are not covered under this agreement unless a Smartplace-provided power filter is in use. In these events, Customer is obligated to continue remitting payment at regular intervals for duration of SEL Term, unless otherwise stated.*
6. *BUSINESS HOURS- Service shall be provided only during Smartplace normal business hours which shall consist of 8AM to 5PM Monday through Friday, exclusive of National holidays. At customer’s request, Smartplace may render service outside of normal business hours, which is subject to availability and additional charges may apply.*
7. *LATE CHARGES, INTEREST, SUSPENSION OF SERVICE- Customer agrees to pay all invoices tendered for services performed. If any part of any payment due to Smartplace is more than 30 days past due, the customer agrees to pay a late charge to cover administrative costs. Smartplace shall have the right to discontinue service and collect SEL-Qualified Device & stocked supplies prior to the End of Term if reason is due to delinquent payment.*
8. *INSTALLATION- Equipment must be installed according to manufactures specifications including, but not limited to, space requirements, power requirements, network cabling requirements, phone line requirements, and environmental requirements.*
9. *ATTORNEY FEE COSTS- In the event the customer defaults under this agreement, or if any other disputes arise hereunder requiring Smartplace to refer said matter to an attorney, or defend any court action, customer agrees to pay Smartplace’s reasonable attorney’s fees and all fees resulting from such action.*
10. *WAIVER OF JURY TRIAL & NO WAIVER - Customer hereby expressly waives trial by jury as to any and all issues arising out of, or in any way related to this agreement. Customer acknowledges and agrees that any delay or failure to enforce its rights hereunder by Smartplace, does not constitute a waiver of such rights by Smartplace, or in any way prevent Smartplace from enforcing such rights, or any other rights hereunder later.*
11. *ENTIRE AGREEMENT- This maintenance agreement constitutes the entire Maintenance Agreement between the customer and Smartplace related to the service and maintenance of the covered equipment, and any and all prior negotiations, agreements (oral or written), or understandings are hereby superseded.*
12. *NO MODIFICATIONS OF TERMS- Customer expressly acknowledge and agrees that these terms and conditions may not be varied, modified, or changed except by a written agreement executed by an officer of Smartplace. No sales or service personnel including but not limited to managers or supervisors, has any authority to override this provision.*
13. *NETWORK/CONNECTIVITY & PERSONNEL CHANGES - This agreement does not include and/or cover network problems or changes that may affect the equipment connections such as new routers, modems, computers, internet outages, or any such issue that may result in the inability to print do to connection. Service related to re-downloading drivers or settings as a result of these changes or as a result of adding/subtracting personnel or adjusting settings are not included after installation. Such services are billable as needed. This agreement also excludes any service calls that arise from misuse of the equipment such as passing label sheets through the machine more than once. Those such calls will be billable for both parts and labor.*