



Annual MAINTENANCE AGREEMENT-MONTHLY BILLING

CUSTOMER: City of Broken Arrow PH:
ADDRESS: 220 S. First Street Date
CITY/STATE/ZIP: Broken Arrow, OK 74012

5334 E 46th Street Tulsa, Ok, 74135 918-252-2199 FAX 918-252-3322

The Customer agrees to pay PREFERRED BUSINESS SYSTEMS .0041 for each B&W image and .035 for each color image. Customer agrees to assign an authorized representative each month to sign, date and submit to PBS a copy/print meter reading for each billing period. The initial term of this agreement is for 60 months starting with the below listed effective date. All invoices are to be paid within 30 days of receipt. This agreement is non-transferable, non-cancelable or non-refundable, except as outlined on reverse side.

EQUIPMENT COVERED

Make / Model	Serial #	ID#	Start Meter
PBS Copier Fleet			

Black/white cost per image: .0041
Color cost per image: .035

APPROVED AS TO FORM:


ASSISTANT CITY ATTORNEY

SUPPLIES TO BE PROVIDED BY PREFERRED BUSINESS SYSTEMS

PBS AGREES TO PROVIDE ALL SUPPLY ITEMS NECESSARY FOR CUSTOMER TO PRODUCE NORMAL COPIES EXCEPT THOSE ITEMS LISTED BELOW AS EXCLUDED. Unless excluded, paper provided includes white 8 1/2" x 11" only. Toner/Developer included is black and all colors unless excluded. Supply items wasted, lost, or damaged by Customer will be invoiced to the Customer. All supply items provided to Customer belong to PBS until used and paid for by Customer. PREFERRED BUSINESS SYSTEMS reserves the right to monitor and limit supply inventory levels. All supply items are subject to delivery charges.

THE FOLLOWING ITEMS EXCLUDED FROM THIS AGREEMENT ARE:

1. Paper
2. Staples
3. Abuse

NUMBER OF ITEMS EXCLUDED: 3
(Indicate "NONE" if nothing is excluded)

It is understood by the Customer that this agreement is offered by PBS as a service and that the supply items provided and services rendered by PBS could be purchased individually from PBS or others, however, the Customer has elected to purchase this MAINTENANCE AGREEMENT from PBS according to the terms and conditions explained herein. This agreement depends upon an annual appropriation of funds by the Broken Arrow City Council. This agreement will terminate on June 30 any year in which the City does not appropriate funds for the project to the next fiscal year.

PREFERRED BUSINESS SYSTEMS ACCEPTANCE:

BY 

TITLE President

DATE 5/22/18

CUSTOMER ACCEPTANCE:

BY _____

TITLE _____

DATE _____

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS

CUSTOMER AGREED TERMS AND RESPONSIBILITIES

1. The Customer agrees to provide an adequate and properly grounded electrical power outlet(s) for the equipment. (See power requirement specifications)
2. The Customer agrees to provide a trainable and certified in performing designated key operator functions as outlined in the Operator Manual or Key Operator Guide.
3. The Customer agrees to maintain and/or purchase an inventory of all supply items required by the equipment covered by this agreement and/or agree to purchase any items from PREFERRED BUSINESS SYSTEMS as may be needed by the PREFERRED BUSINESS SYSTEMS Service technician to perform proper maintenance. Customer further agrees to pay all invoices in accordance with PREFERRED BUSINESS SYSTEMS payment terms.
4. The customer agrees not to move the equipment from its original installation location without the expressed written consent of PREFERRED BUSINESS SYSTEMS.
5. This agreement becomes effective upon acceptance by PREFERRED BUSINESS SYSTEMS and/or receipt of full payment from the Customer and shall continue in effect for the initial term subject to its terms and conditions. This agreement shall be automatically renewed and is subject to receipt of full payment from the Customer unless canceled by written notice by either party at least 30 days prior to the expiration of initial term or each subsequent renewal.

SERVICE PROVIDED BY PREFERRED BUSINESS SYSTEMS

1. PREFERRED BUSINESS SYSTEMS agrees to provide fast, competent service and to maintain the equipment listed during normal business hours Monday through Friday. This service shall continue throughout the term of this agreement and all renewal terms offered by PREFERRED BUSINESS SYSTEMS or until the Customer terminates coverage by written notice 30 days prior to the renewal date. PREFERRED BUSINESS SYSTEMS reserves the right to terminate this agreement or otherwise withhold service and/or supplies for non-payment of any past due invoices.
2. PREFERRED BUSINESS SYSTEMS shall provide all service labor, and mileage to correct any normal malfunction of the equipment in the Customers office. PREFERRED BUSINESS SYSTEMS agrees to provide periodic inspections to the equipment as recommended by the manufacturer.
3. PREFERRED BUSINESS SYSTEMS shall install all supply items which are included in this agreement except for paper, toner and fuser oil. This agreement does not include the installation of any supply item which is excluded from this agreement. (See "SUPPLIES TO BE PROVIDED BY PREFERRED BUSINESS SYSTEMS")

4. PREFERRED BUSINESS SYSTEMS shall provide without charge all parts and/or supplies, except those items excluded, deemed necessary to maintain the equipment in normal operating condition, less normal wear, so long as the listed equipment remains in PREFERRED BUSINESS SYSTEMS service territory. This agreement does not include major rebuilding, reconditioning, refurbishment which results from normal wear. This agreement does not cover the repair of damages caused by fire, water, forces of nature, abuse, or use of supplies or materials found defective, inferior in quality and/or not recommended for use by the manufacturer of the equipment. All supply items provided in the agreement by PREFERRED BUSINESS SYSTEMS shall be warranted to be of the highest quality. All supply items purchased from PREFERRED BUSINESS SYSTEMS shall be warranted on a prorated basis of the time and/or usage to provide minimum yield standards as listed by the manufacturer reference charts or other published yield data used by PREFERRED BUSINESS SYSTEMS.
5. PREFERRED BUSINESS SYSTEMS shall provide a loaner copier should Customers equipment require to be taken into the shop for repairs. Copies produced on a loaner copier shall be considered as produced on Customer's equipment and shall be included in the total copies produced. No credit shall be given by PREFERRED BUSINESS SYSTEMS for unacceptable copies.
6. PREFERRED BUSINESS SYSTEMS will not be liable for any loss or delay from caused beyond PREFERRED BUSINESS SYSTEMS reasonable control.
7. This Agreement (consisting of both sides of this page) constitutes the entire agreement between the Customer and PREFERRED BUSINESS SYSTEMS with respect to PREFERRED BUSINESS SYSTEMS service. The provision hereof shall be deemed to accurately represent the intent of the parties, notwithstanding any variance with the terms and conditions of any order submitted by the Customer in respect to PREFERRED BUSINESS SYSTEMS service.