

Contract Term:	Begin Date:
	End Date:

Maintenance Agreement

Tax Exempt # _____

CUSTOMER INFORMATION BILL TO:			
Company Name: <i>Alpena DDA</i>			
Address: <i>124 E. Chisholm</i>		Suite:	
City: <i>Alpena Mi</i>		Zip Code: <i>49707</i>	
Phone # <i>989-356-6422</i>	Fax #		
Email Address:	Contact Name:		

Location Address (if different from billing address) and Department				Description / Options	
				<i>BHC287</i>	
Starting Black Meter	Black CPC	Starting Color Meter	Color CPC	Serial Number	Asset ID Number
<i>13078</i>	<i>.0089</i>	<i>17514</i>	<i>0.0895</i>	<i>A797011500804</i>	<i>201543</i>

Frequency of maintenance meter billings may be done to your preference, though based on your average meter reads may be adjusted.

MONTHLY	QUARTERLY	SEMI-ANNUALLY	ANNUALLY
<i>1st of each month</i>	<i>Jan 1, April 1, July 1, Oct 1</i>	<i>Jan 1 & June 1</i>	<i>Jan 1st</i>

Copier Maintenance Agreement includes all parts, labor, supplies (i.e. toners) and travel time. Excludes paper and staples. All contracts are subject to an annual increase of 10%.

Customer Acceptance: This agreement consisting of the terms and conditions appearing is hereby approved, accepted and executed by the respected parties, hereto on the dates set forth adjacent to their signatures.

Alpena Downtown Development
 Company Full Legal Name (please print) *Authority (PPA)*

Anne Gentry, Executive Director
 Print Name and Title

X *[Signature]*
 Accepted by Customer (signature)

9/19/2022
 Date:

X *Miller Office Machines, LLC*
 Accepted by Miller Office Machines, LLC

Date:

MILLER

OFFICE MACHINES, LLC
MAINTENANCE AGREEMENT

Terms and Conditions

I. TERMS OF AGREEMENT

- A. This Agreement shall commence at the start date specified and shall remain in effect until either party cancels with a written notice not less than thirty (30) days.
- B. The customer represents and warrants that the equipment covered by this agreement is in good working order as of the effective date of this agreement and Miller Office Machines (MOM) reserves the right to inspect the equipment prior to acceptance of this agreement

II. CUSTOMER RESPONSIBILITIES

- A. Customer will provide MOM a meter reading when requested for the purpose of maintenance and billing. In the event monthly meter readings are required but not received, the next month billing shall be an average of the past three (3) months of charges.
- B. Customer agrees to promptly notify MOM of any problems or malfunctions of the system and cease usage of the system until correction of such problems are made. Customer agrees to use all furnished supplies only for copy making purposes in the system indicated on the front side here-of.
- C. Customer agrees that all supplies furnished hereunder including consumable parts such as drums, remain the property of MOM until said supplies are consumed to the extent that they may not be further utilized in the copy making process.
- D. Customer shall provide an equipment key operator for each shift of operation and shall at MOM's request, present operations for instruction in use and care of the equipment.
- E. In the event MOM fails to meet its emergency response guarantee and the customer wishes to avail itself of the 5% purchase credit, the customer must notify a MOM service manager within 48 hours of MOM failure to respond. The service manager shall issue a credit for a 5% discount on future purchases. Emergency response pertains to inoperative equipment only.

III. LIMITATIONS

- A. The changes under this contract shall specifically exclude coverage's for the following:
 - 1.) Repairs resulting from causes other than normal use, such as abuse, or misuse by the operators including without limitation, damage to copier drums and use of unauthorized supplies. It shall also exclude accidents, damage due to transportation, unsuitable or failure of electrical power, and failure to provide the space requirements recommended by manufacturer or suitable office environment.
 - 2.) Repairs made necessary by service performed other than by MOM or its authorized representatives.
 - 3.) Recondition, rebuilding.
 - 4.) All optional equipment unless otherwise specified on page 1 of this agreement.
 - 5.) Cosmetic repairs, including but not limited, to panels, doors, cassettes or refinishing to improve appearance.
- B. In the event that it is necessary to remove the equipment to MOM's facility for repair, MOM will provide transportation to and from the service point and will provide a similar machine as a loaner, if available, and whenever possible. Customer agrees to pay standard cost per copy when loaner is in use by the customer.
- C. MOM will not be liable for any failure or delay in service due in whole or in part to any cause beyond MOM's control including but not limited to work stoppages, fires, civil disobedience, riots, rebellions, acts of God and similar occurrences.
- D. This agreement extends only to the original customer and is nontransferable. This agreement cannot be honored if the equipment is moved out of MOM's normal service area. If the equipment is moved beyond MOM service zones, buyer agrees this contract shall be deemed terminated by buyer.
- E. The transfer of equipment to a different zone within the service area subjects the contract to the applicable rate for the new zone.
- F. All service under this agreement shall be rendered on the customer's premises during normal working hours (Monday through Friday 8:30am-5:00pm). After hours or overtime service requested by customer will be provided on an available basis at the then applicable after hour service rates.
- G. Mom reserves the right to discontinue this agreement on any machine for the following reasons:
 - 1.) The machines not being used in accordance with intended purposes
 - 2.) Lack of proper operator maintenance between scheduled inspections
 - 3.) Abuse of equipment by the operators
 - 4.) Equipment requires in-shop repair or overhaul by approval to proceed has been denied
 - 5.) In the event parts are no longer available to MOM from the manufacturer of the equipment
- H. Customer's exclusive remedy and MOM's entire liability in contract, will be to make all necessary adjustments and repairs, (or at MOM's option replace or substitute equipment) to keep the equipment in good operating condition in accordance with the manufacturer's policies then in effect.

IV. CANCELLATION AND DEFAULT

- A. Should customer fail to pay monthly billing or other charges as may be called for under this contract within forty-five (45) days of the submission of the invoice MOM may, at its option:
 - 1.) Refuse to continue service of the equipment or
 - 2.) Furnish service only on a C.O.D. "per call" basis

V. ACCEPTANCE

Customer acknowledges that he/she read this agreement, understands it and agrees to be bound by its terms and conditions. Further, customer acknowledges that this agreement is the complete and exclusive statement of the agreement between the parties, which supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this agreement.

Initials: _____