



11085 Montgomery Road, Cincinnati, OH 45249

Service Agreement

Date	10/24/2018
Sales Rep	Rabe
PO #	

Bill To:	
Company:	Boone County Board of Education
Address:	8330 US 42
City/State/Zip:	Florence, KY 41042
Contact:	Jehan Ghouse
Phone:	(859) 282-2540
Meter Contact:	Wendi Robinson
E-Mail:	wendi.robinson@boone.kyschools.us

Ship To:	
Company:	Conner High School
Address:	3310 Cougar Path
City/State/Zip:	Hebron, KY 41048
Contact:	Wendi Robinson
Phone:	(859) 334-4400
Fax:	
E-Mail:	wendi.robinson@boone.kyschools.us

Cycle Billing

Term: 60 months	Cycle Begin Date: 9/28/2018
Cycle Billing: Monthly	Cycle End Date: 10/28/2018
Base Rate: 0	Renewal Date: 9/28/2023

Coverage Declarations: (Choose One)

<input checked="" type="checkbox"/>	Comprehensive Plus: All parts, labor, service calls, toner, developer, drums & staples	I have read and understand the terms and conditions listed on the back of this agreement.
<input type="checkbox"/>	Comprehensive: All parts, labor, service calls, toner, developer & drums	
<input type="checkbox"/>	Standard Plus: All parts, labor, service calls and drums	
<input type="checkbox"/>	Standard: All parts, labor and service calls	
		Initials:

NET+: Network Enterprise Triage Program (See Page 2 for Details)

Priced Per Machine	1-5: \$9.95 each <input type="checkbox"/>	6-10: 9.50 each <input type="checkbox"/>	11-20: \$ 8.95 each <input type="checkbox"/>	21+: \$200/month <input type="checkbox"/>	Opt Out <input checked="" type="checkbox"/>
	Pricing listed is billed per machine per month for 1-20 machines. Above 20 machines, there is a flat monthly billing of \$ 200.00. You must select one option.				

Make/Model	Serial Number	ID#	Meter	B&W/Color	Copies Included	Additional Copies
Lexmark XC4140	75288290F2T8K	13256	15	B&W	0	.0034
			15	Color	0	.043
Lexmark XC4140	75288290F2T8T	13257	25	B&W	0	.0034
			25	Color	0	.043

Additional Provisions Listed Here: CPC is fixed for the 60 month term of the lease.

By executing this agreement, I acknowledge that I have read and understand this agreement and I certify that I am authorized to execute this agreement on behalf of customer. Authorized signature acknowledges terms / conditions and expiration dates or meter readings. The terms and conditions on the face and reverse side of this agreement correctly set forth the entire agreement between parties.

CUSTOMER ACCEPTANCE			Millennium Business Systems President	
Authorized Signature/Date	Print Name	Title	Signature	Date

Millennium Business Systems Terms and Conditions

"MBS" refers to Millennium Business Systems for all purposes of the terms and conditions of this agreement.

The initial term of this agreement is for twelve months. The agreement will automatically renew for another twelve months unless it is cancelled, in writing, by either party thirty (30) days prior to the expiration date. All maintenance agreement prices are subject to change upon renewal date, without notice. Invoices are due within 45 days of the invoice date. All service calls performed after cancellation date will be billed at standard parts and labor rates.

This agreement includes unlimited service calls, (adjustments, repairs, and replacement parts necessitated by normal use) travel time, mileage, regularly scheduled preventative maintenance calls, parts, and labor (during normal business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays) provided they are not a result of user negligence, misuse, abuse, or causes beyond MBS control. Travel and labor time for service calls after normal hours, on weekends and on holidays will be charged at overtime rates in effect at the time the service call is performed. Toner, developer, and drums may be included. Please see coverage declarations section on the reverse side of this agreement. **Paper and staples are excluded as well as network support calls. (see optional NET Program below).**

All parts are included except for the following: cassettes, exit and original trays, or any other part that is not related to the electronic or mechanical operation of the equipment. Parts damaged by fire and water, or other acts of nature, misuse or negligence on the part of the customer or operators of the equipment are excluded.

Customer agrees to provide adequate installation space, approved environmental conditions, and minimum electrical requirements as outlined by the manufacturer. Failure to do so may void the service agreement.

This agreement is void if equipment is relocated outside our servicing area. This agreement is non-transferable, non-refundable, and not assignable to a third party unless specifically authorized by an MBS agent in writing.

Parts or service necessitated by negligence, accident or use of non-approved supplies in the equipment will be charged at normal rates.

When in its sole discretion MBS determines a shop reconditioning is necessary to keep the equipment in working condition, MBS will submit to customer an estimate of needed repairs and the cost thereof, which will be in addition to the charge payable under this maintenance agreement. If the customer does not authorize such reconditioning, MBS may discontinue service of the equipment under this agreement, refunding the unused portion of the maintenance charge, or may refuse to renew the agreement upon its expiration. Thereafter, service will be available on a "Per Call" basis at published rates.

If the customer does not pay all charges for maintenance or parts as provided hereunder promptly due: (1) MBS may (a) refuse to service the equipment or (b) furnish service on a C.O.D. "Per Call" basis at published rates, and (2) the customer agrees to pay MBS costs and expenses of collection including the maximum attorney's fees permitted by law, said fee not to exceed 25% of the amount due hereunder.

Other than obligations set forth herein, MBS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. MBS SHALL NOT BE RESPONSIBLE FOR DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING OUT OF THE USE OF PERFORMANCE OF THE EQUIPMENT OR THE LOSS OF USE OF THE EQUIPMENT.

This Agreement shall be governed by and construed according to the laws of the Commonwealth of Kentucky applicable to agreements wholly negotiated, executed and performed in such State. This constitutes the entire service agreement. No other statements or representations made shall be binding on either party. Your signature or initial payment will serve as your acceptance of these terms and conditions.

Optional NET+ Program: Network Enterprise Triage

The Millennium Business Systems NET program is designated as a plus one enhancement to your existing MFP service program. MBS customers will now enjoy the following benefits that enhance the typical service plan.

- *Unlimited remote monitoring and proactive preventive maintenance*
- *Automated toner monitoring and fulfillment*
- *Updates, installation and configuring new print drivers*
- *Adding and editing of "Scan to Folder"*
- *Adding and editing of "Scan to e-mail"*
- *Adding and editing of "Fax routing and destinations"*
- *Updating of Network Security Settings on MFP*

