

Schedule to Master Agreement (Imaging and/or Mailing Equipment)

MASTER AGREEMENT NO.

APPLICATION NO.

AGREEMENT/SCHEDULE NO.

CLIENT ("YOU" OR "YOUR")

FULL LEGAL NAME: **Town of Eaton**

ADDRESS: **35 Cedar Street**

Morrisville NY 13408

MASTER AGREEMENT

REFERS TO THE AGREEMENT BETWEEN YOU AND US IDENTIFIED IN OUR RECORDS BY THE MASTER AGREEMENT NO. ABOVE.

DESCRIPTION OF EQUIPMENT, IMAGE ALLOWANCE AND EXCESS CHARGES

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES	NOT FINANCED UNDER THIS AGREEMENT	BEGINNING METER READING		MONTHLY IMAGE ALLOWANCE		EXCESS PER IMAGE CHARGE (PLUS TAX)	
		B&W	COLOR	B&W	COLOR	B&W	COLOR
Canon iRC3930i	☐			700	2,000	.0045	.045
	☐						
TOTAL CONSOLIDATED MONTHLY IMAGE ALLOWANCE AND EXCESS PER IMAGE CHARGES (IF CONSOLIDATED)*							

EQUIPMENT LOCATION: **As Stated Above**

METER FREQUENCY: **Monthly**

*THE CONSOLIDATED IMAGE ALLOWANCE AND EXCESS PER IMAGE AMOUNTS SHOWN ABOVE (OR ON THE ATTACHED EQUIPMENT OR GROUP BILLING SCHEDULE), IF ANY, APPLY TO (CHECK ONE): ☐ EQUIPMENT INSTALLED UNDER THIS SCHEDULE ONLY, OR ☐ EQUIPMENT INSTALLED UNDER THIS SCHEDULE, TOGETHER WITH EQUIPMENT LISTED ON ANY OTHER APPLICABLE SCHEDULES TO MASTER AGREEMENT (I.E., AN AGGREGATE CONSOLIDATION). IF NO IMAGE ALLOWANCE OR EXCESS PER IMAGE AMOUNTS ARE SHOWN ABOVE (OR ON THE ATTACHED EQUIPMENT OR GROUP BILLING SCHEDULE), IMAGES MADE ON THE EQUIPMENT UNDER THIS SCHEDULE WILL BE INCLUDED IN DETERMINING YOUR IMAGE AND OVERAGE CHARGES UNDER THE APPLICABLE PRIOR SCHEDULE TO MASTER AGREEMENT.

PAYMENT AND OTHER TERMS UNDER THIS SCHEDULE ONLY

TERM IN MONTHS: **48**

MONTHLY BASE PAYMENT AMOUNT: **\$238.65** (PLUS TAX)

IMAGE ALLOWANCE CHARGES AND OVERAGES. You are entitled to make the total number of images shown under Image Allowance (or Total Consolidated Image Allowance, if applicable) each period during the term of this Agreement. An image is a single-sided page up to 8 1/2" x 14" unless otherwise agreed upon. If you make more than the allowed images in any period, you will pay us an additional amount equal to the number of the excess images made during such period multiplied by the applicable Excess Per Image Charge. Regardless of the number of images made in any period, you will never pay less than the Base Payment Amount. If you are not using a data collection agent or the agent fails to transmit (see below), you agree to provide us with the actual meter readings on any business day as designated by us, provided that we may estimate the number of images used if such meter readings are not received within five days after being requested. We will adjust the estimated charge for excess images upon receipt of actual meter readings. You agree that the Base Payment Amount and the Excess Per Image Charges may be proportionately increased at any time if our estimated average page coverage is exceeded.

MAINTENANCE. We agree to provide at no additional charge to you only on the Equipment: (i) All Usherwood preferred brand supplies, excluding paper and staples, that are warranted based on the volume of impressions being used on the equipment covered under this Agreement; (ii) All parts that have become worn or broken through normal use, as well as those required for periodic manufacturer required maintenance and the labor required to install said parts. Client warrants Equipment not sold but covered under this Agreement is fit for use, does not have any parts that are broken or in need of replacement, and does not have any warnings or errors displayed. Parts that are required due to misuse, accident, abuse, neglect, theft, riot, vandalism, power failure, fire, water, other acts of God, customer's failure to provide and maintain a clean operating environment and/or an operating environment within temperature and humidity specifications, damage caused by service personnel or supplies other than those furnished by us, the labor required to replace these parts stemming from the aforementioned causes as well as all parts and labor required after the expiration of this Agreement will be supplied to the customer at the current retail price for both parts and labor. If we are unable to fix the equipment on site and the machine needs to be removed from location, a service loaner may be provided. In the event a loaner is provided, this loaner equipment will be added to the contract at the current per copy rate of the machine removed. We will make a reasonable effort to provide a service loaner that will perform the functions of the removed equipment. The above listed services, unless otherwise noted, will be provided to you during normal business hours and at a mutually convenient time and as long as your account is in good standing. Normal business hours are defined as 8am-5pm, Monday through Friday, excluding holidays. Unless otherwise agreed upon in writing; postage, mailing and large format equipment contracts do not include any consumables - including but not limited to: ink, toner, labels, paper, sealing liquid, thermal heads, print heads, drums and maintenance kits. Unless otherwise agreed, we may charge a freight surcharge for supply shipments. We agree to provide remote support on issues related to the function and setup of the Equipment pertaining to print, scanning, and network fax capabilities. Support does not extend to the overall capabilities of your network and will be provided as best effort. After the end of the first year of this Schedule and not more than once each successive twelve-month period thereafter, the Base Payment Amount and any applicable Excess Per Image Charges (and, at our election, the Base Payment Amount and any applicable Excess Per Image Charges under any other schedules for imaging equipment between you and us that incorporate the terms of the Master Agreement) may be increased by a maximum of 15% of the then existing payment or charge. Images made on equipment marked as not financed under this Agreement will be included in determining your image and overage charges.

☐ If this box is checked, additional Maintenance Terms and Conditions apply, and will be provided to you in a separate "Service Level Agreement", which shall not affect your obligations under this Schedule.

DATA COLLECTION AGENT. You agree to install a data collection agent for remote monitoring of network printers, print volume and consumable levels for automatic replenishment. We affirm that at no time will we have access to any of your printed content. We agree to use such software only for the purposes required in the course of rendering professional services to you under this Agreement, and, if applicable, the separate Service Level Agreement. All information gathered is considered confidential and will not be shared in any format without written consent. You agree to assist us in the maintaining of the agent throughout this Agreement. If there is an interruption in device and/or agent reporting for any reason, automatic consumable replenishment and automatic meter readings may not occur. In the event of such interruption, regardless of reason, meter readings must be handled manually and are your responsibility.

POSTAGE DEVICES. Postage measurement devices referenced herein which are subject to a rental agreement between you and an authorized manufacturer ("Postage Manufacturer"), are not part of the Equipment and your use and the ownership of such devices will be governed exclusively by your rental agreement with the Postage Manufacturer. You will need to reference your rental agreement with the Postage Manufacturer for the term of, and your rights and obligations under, the rental agreement. For your convenience, payments under this Agreement may include the rental amounts you owe the Postage Manufacturer under the rental agreement.

AGREEMENT

This Schedule to Master Agreement ("Schedule"), together with the preprinted terms of the Master Agreement (as amended), constitutes an agreement between you and us with respect to the equipment referenced herein (or on the attached Equipment or Group Billing Schedule) (excluding equipment marked as not financed under this Schedule), separate and distinct from any other Schedule to Master Agreement entered into between you and us pursuant to the Master Agreement. You agree to be bound by the terms of this Schedule, which includes the preprinted terms of the Master Agreement (as amended), and agrees this Schedule shall constitute an "Agreement" as such term is used in the Master Agreement. The parties agree that this Schedule and any related documents hereto may be authenticated by electronic means. The parties agree that the original of this Schedule for enforcement and perfection purposes, and the sole "record" constituting "chattel paper" under the UCC, is the paper copy hereof bearing (i) the original or a copy of either your manual signature or an electronically applied indication of your intent to enter into this Schedule, and (ii) our original manual signature. You agree not to raise as a defense to the enforcement of this Schedule or any related documents that you executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Schedule or any related documents hereto manually. If any provision in this Schedule conflicts with a provision in the Master Agreement, the provision in this Schedule shall control. This Schedule shall commence on the date of our acceptance.

CLIENT'S AUTHORIZED SIGNATURE

ONCE YOU SIGN THIS SCHEDULE AND WE ACCEPT IT, THIS SCHEDULE WILL BE NON-CANCELABLE FOR THE FULL TERM.

(As Stated Above)

X

CUSTOMER

SIGNATURE

PRINT NAME & TITLE

DATE

OWNER ("WE", "US", "OUR")

Usherwood Office Technology

OWNER

SIGNATURE

PRINT NAME & TITLE

DATE

CERTIFICATE OF DELIVERY AND ACCEPTANCE

The Client hereby certifies that all the Equipment: 1) has been received, installed, and inspected, and 2) is fully operational and unconditionally accepted.

SIGNATURE: X

NAME AND TITLE:

DATE: