

## SALES/MAINTENANCE AGREEMENT

EFFECTIVE DATE:

Customer Name:	Attention of:
EQUIPMENT Location:	Telephone Number:
City:                      State:                  Zip:	Fax Number:

QTY	MANUFACTURER	MODEL	ACCESSORIES	SERIAL #

☐ 1. Full Service Maintenance: Copiers and MFP units Includes parts, labor, and supplies. (excludes paper and staples)

☐ 2. Protective Service Maintenance: Copiers and MFP units Includes parts and labor. (excludes toner, paper and staples)

☐ 3. Fax / Printer / Panaboard / Scanner Maintenance: Includes parts and labor. (excludes supplies)

Payment Terms:

\*Special Instructions:

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**1. GENERAL.** This agreement covers both the labor and the material for adjustments, repairs, and replacement for parts as necessitated by normal use of the equipment except as herein after provided. Damage to the equipment or its parts arising out of vandalism, misuse, negligence, electrical, computer network problems, acts of nature or improper environmental conditions are not covered. In addition, A.D. Solutions may terminate this agreement in the event the equipment is modified, damaged, altered or serviced by personnel other than those employed by A.D. Solutions and/or if parts, accessories or components not authorized by A.D. Solutions are fitted to the equipment. If A.D. Solutions elects to provide Maintenance Services to correct such damage, Customer shall be invoiced at A.D. Solutions then current rates.

**2. COVERED SERVICE.** A.D. Solutions shall provide all routine preventative maintenance, parts, supplies and emergency services necessary to keep the Equipment in good working order in accordance with this agreement and A.D. Solutions normal practice. Such service shall be performed during A.D. Solutions local regular business hours (8:00 A.M. to 5:00 P.M. Monday through Friday, except holidays). Travel and labor time for service calls after A.D. Solutions normal business hours for the provision of maintenance services shall be charged at overtime rates in effect at the time of the service call.

(a) You shall afford A.D. Solutions full, free and safe access to the Equipment to perform on-site service. A.D. Solutions may terminate its maintenance obligations as to any Equipment if you relocate it to a site outside A.D. Solutions authorized service territory. If, in A.D. Solutions opinion, any Equipment cannot be maintained in good working order through A.D. Solutions routine maintenance services, A.D. Solutions shall, at its option, either (i) substitute comparable Equipment or (ii) cancel any balance of the term of this Agreement as to such Equipment and refund the unearned portion of any prepaid charges hereunder. Parts or Equipment replaced or removed by A.D. Solutions in connection with maintenance services hereunder shall become property of A.D. Solutions and you disclaim any interest therein.

(b) A.D. Solutions shall make available to you from time to time upgrades and bug fixes for the “Software” (namely, the software licensed as part of the Equipment and the Application Software listed on the face of this Agreement) as are provided to A.D. Solutions by suppliers of the Software and are required (i) for compatibility, (ii) to maintain supportability or (iii) for other reasons controlled by the Software suppliers. A.D. Solutions shall use reasonable efforts to provide Level 1 support on the Software. Level 1 support consists of providing help-line telephone assistance in operating the Software and identifying service problems, facilitating contact between you and the supplier of the Software to rectify such problems and maintaining a log of such problems to assist in tracking the same. You acknowledge that A.D. Solutions can only coordinate such support for the Software to the extent that the Software supplier addresses and rectifies the problems.

**3. I.T. SUPPORT.** This agreement does NOT cover any installation of computer or server equipment. All I.T. services will be billed at a rate of \$125.00 per hour for diagnostic and/or computer or server repair. A.D. Solutions will not be held responsible for data or information that is lost or damaged.

**4. PRE-INSPECTION. (SERVICE ONLY)** The parties agree that the Equipment is subject to an inspection prior to the commencement of this Agreement. The parties further agree that the EQUIPMENT IS TO BE IN GOOD WORKING CONDITION PRIOR TO THE COMMENCEMENT OF THIS AGREEMENT. If the Equipment is not in good working condition, A.D. SolutionsS shall have the right to either terminate this Agreement effective immediately or charge Customer for the labor, parts and other items necessary to get the Equipment in good working condition.

**5. FEES.** The fees for Maintenance Service under this Agreement shall be the amount set forth on the face of this Agreement. If payment terms are not set forth on the face of this Agreement, Customer shall pay maintenance charges in accordance with the payment terms set forth on the applicable invoice. If the Number of Copies per Invoice Period set forth on the face of this Agreement is exceeded, Customer shall be obligated to pay for all copies in excess of the Number of Copies per Invoice Period at a rate equal to the Excess Copy Charge set forth on the face of this Agreement. All fees charged by A.D. Solutions pursuant to this Agreement are exclusive of all taxes, duties and similar fees now in force or enacted in the future (“Taxes”). If A.D. Solutions is required to pay any Taxes in connection with this Agreement other than Taxes based on A.D. Solutions net income, such Taxes will be invoiced to and paid by Customer. Emergency orders for supplies are subject to a delivery surcharge. All payments are non-refundable except for any payments that are made by the Customer in error or as a result of invoices billed by A.D. Solutions in error.

**6. RELOCATION FEES.** A.D. Solutions shall provide Maintenance Services for the Equipment at the location indicated on the face of this Agreement. If Customer relocated the Equipment within A.D. Solutions service area and desires to continue Maintenance Service, the Customer shall be subject to additional charges based upon the distance to Customer's new location and labor charges.

**7. CUSTOMER OBLIGATIONS.** Customer agrees to provide a suitable place for use of the Equipment (including suitable electric and surge protection service) as specified by the manufacturer. Customer will provide adequate facilities for use by maintenance personnel in connection with the provision of the Maintenance Services. These facilities will be within a reasonable distance of the Equipment to be serviced and will be provided at no charge. Customer will provide a key operator for the Equipment for each shift of operation and make available operators for instruction in use and care of the Equipment.

**8. TERM AND TERMINATION.** This Agreement shall become effective (the “Effective Date”) upon its acceptance by A.D. Solutions, credit approval by A.D. Solutions, and Customer's payment of all applicable charges and fees. This Agreement shall continue in effect from the Effective Date for 12 months. Thereafter the term of the Agreement shall be renewed for successive 12 month term unless either party gives a written notice of non-renewal to the other party no later than 30 days prior to the expiration of the then current or renewal term. In the event that this agreement is terminated by the customer without at least a 30 day written notice prior to the agreement anniversary date, the customer agrees to pay A.D. Solutions the following amounts as reasonable liquidation (and not as a penalty) for breach hereof, plus attorney's fees if litigation damages should become necessary.

	Months since	
Plan	Installation of Renewal	Termination Charge
Annual	Anytime during contract	No refund of unused portion
Monthly	During the first 9 months	6 times the average monthly charge

At any time thereafter 3 times the average monthly charge

**9. BREACH OR DEFAULT.** (a) If customer does not pay all charges for Maintenance Services as provided hereunder, promptly when due: (i) A.D. Solutions may (A) refuse to service the Equipment, (B) furnish service on a “Per Call” basis, and/or (C) immediately terminate this Agreement upon written notice to Customer, and (ii) Customer agrees to pay all costs and expenses of collection, including, without limitation, applicable legal fees. (b) If Customer uses its own parts or supplies which are defective or not acceptable for use in the Equipment, and cause abnormally frequent service calls or service problems or damage to the Equipment, then A.D. Solutions may, at its option, (i) charge Customer at its then current rates for such service and/or damage or (ii) immediately terminate this Agreement upon written notice to Customer.

**10. EXCLUSION OF WARRANTIES AND LIMITATION OF LIABILITY.** A.D. SOLUTIONS EXPRESSLY DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE USE OR PERFORMANCE OF THE EQUIPMENT AND SOFTWARE OR ANY METER READ COLLECTION METHOD PROVIDED BY A.D. SOLUTIONS. YOU EXPRESSLY ACKNOWLEDGE THAT THE FURNISHING OF MAINTENANCE SERVICE UNDER THIS AGREEMENT DOES NOT ASSURE UNINTERRUPTED OPERATION AND USE OF THE EQUIPMENT, SOFTWARE OR METER COLLECTION METHODS. A.D. SOLUTIONS SHALL NOT BE LIABLE FOR PERSONAL INJURY OR PROPERTY DAMAGE UNLESS CAUSED BY A.D. SOLUTIONS NEGLIGENCE. A.D. SOLUTIONS SHALL NOT BE LIABLE FOR EXPENDITURES FOR SUBSTITUTE EQUIPMENT OR SERVICES, LOSS OF REVENUE OR PROFIT, LOSS OR CORRUPTION OF DATA, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, STORAGE CHARGES OR OTHER INCIDENTAL, SPECIAL PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE EQUIPMENT, SOFTWARE OR METER COLLECTION METHODS, REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED AND EVEN IF A.D. SOLUTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**11. ASSIGNMENT.** Customer shall not assign this Agreement without the prior written consent of A.D. Solutions. Any attempt by Customer to assign or transfer any of the rights, duties or obligations hereunder shall be null and void.

**12. GOVERNING LAW.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA. YOU CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE CITY OF ORLANDO UPON SERVICE OF PROCESS MADE IN ACCORDANCE WITH THE APPLICABLE STATUES AND RULES OF THE STATE OF FLORIDA OR THE UNITED STATES. ANY AND ALL SUITS COMMENCED BY YOU AGAINST A.D. SOLUTIONS, WHETHER OR NOT ARISING UNDER THIS AGREEMENT AND REGARDLESS OF THE LEGAL THEORY UPON WHICH SUCH SUITES ARE BASED, SHALL BE BROUGHT ONLY IN THE STATE OR FEDERAL COURTS LOCATED WITHIN THE CITY OF ORLANDO. YOU HEREBY WAIVE OBJECTIONS AS TO VENUE AND CONVENIENCE OF FORUM. BOTH PARTIES IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN SUCH PROCEEDINGS. ANY SUIT BETWEEN PARTIES HERETO, OTHER THAN ONE SEEKING PAYMENT OF AMOUNTS DUE HEREUNDER, SHALL BE COMMENCED, IF AT ALL, WITHIN ONE YEAR OF THE DATE THE CLAIM ACCRUES.

**13. ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the parties with respect to the furnishing of maintenance service for the Equipment and Software, superseding all previous proposals, oral or written. No representation or statement not contained on the original of this Agreement shall be binding upon A.D. Solutions as a warranty or otherwise, nor shall this Agreement be modified or amended except by a writing signed by an officer of A.D. Solutions, and by the Customer. This Agreement shall not be assignable by the Customer without A.D. Solutions prior written consent, and any attempted assignment without such consent shall be void. Customer expressly disclaims having relied on any representation or statement concerning the capability, condition, operation performance or specifications of the equipment except set forth on the original of this Agreement.