



# Smart Print Service Level Agreement



110 day of March 2022  
Chairman Kenneth Post  
Member [Signature]  
Member [Signature]  
Attest [Signature]  
County Clerk



## JD Young responsibilities are:

1. Install and maintain a DCA on the Customer network:
2. Attach to contract a Smart Print report that provides the installed equipment list and parameters including location, IP address (where applicable).
3. Monitor the equipment listed on the Maintenance Agreement utilizing Smart Print.  
(Operator related alerts excluded. i.e. low paper, out of paper, sleep mode, etc.)  
  
To include:
  - Meter Readings
  - Service Alerts
  - Supply Alerts
4. Respond to Smart Print service/supply alerts utilizing Smart Print notification as indicated in this agreement.
5. Gather meter readings via the DCA according to the time period designated in the Maintenance Agreement and bill accordingly. In the event that the system does not report meter readings in a timely manner, JD Young reserves the right to estimate readings and generate the invoice. **Not applicable. All devices are on Smart Print and will be monitored for meters/supply use.**
6. Maintain a current inventory of Customer's equipment based upon Customer records provided by both the Customer and the DCA reports. In the event of an ongoing service issue with the Customer's equipment under contract, JD Young reserves the right to replace the product with a like product of similar type if ongoing service expense exceeds the value of the product.
7. Provide Smart Print Reports as requested. Specific reports and their frequency are detailed in this section:
8. Review the Customer's equipment on a quarterly basis. Monitor changes in volumes, service requirements and supply demand. Meet with Customer's designated contact to address any ongoing needs while taking corrective action to maximize both cost control and productivity.





## Guaranteed Maintenance Service Agreement Terms & Conditions

1. The machines listed on this form will receive service during the term of this contract, unless otherwise specified, to include the inspection, adjusting, cleaning and lubrication of machines so covered. This contract also includes repair calls, during normal business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, as reasonably requested, necessitated by causes other than carelessness or improper handling and use of the equipment. If any piece of equipment is regularly operated during more than one eight-hour shift per day, an increase in the annual base rate may apply, at JD YOUNG'S then current rate.
2. This contract does not cover work or replacement of parts made necessary by carelessness, misuse or by accident, including the use of supplies which do not meet manufactures' specifications and which damage the equipment. Attempted inspection, repair, or adjustment of the equipment by anyone other than a representative of JD YOUNG will make this contract void.
3. Liability with respect to any property damage or injury (including death) to persons arising out of, or connected with services performed under this contract, is limited strictly to that imposed by law. There is no contract imposing any greater degree of liability of JD YOUNG or its' representatives.
4. No modification or amendment of this contract will be binding on JD YOUNG unless made in writing and signed by an officer of the Company.
5. The transfer of equipment covered by this contract to a location outside JD YOUNG'S normal servicing area will exclude it from this contract. The charges for machines transferred to a different zone within JD YOUNG'S normal servicing area during the term of this contract will be adjusted to the applicable rate for the new zone.
6. The term of this contract is for the time period indicated on the reverse side. At the end of this initial time period, this contract shall be automatically renewed at the then current maintenance rates in effect at time of renewal unless cancelled at least 30 days prior to contract ending date.
7. There shall be added to the fee for this contract any tax now or hereafter imposed on, or in connection with, the sale or delivery or furnishing of such services or materials described herein.
8. If the term of this contract exceeds twelve months, at the end of the first year of the contact and once during each successive twelve month period, JD YOUNG reserves the right to increase the price of the contract.
9. CANCELLATION: Inherent within this contract is the understanding that in order to provide this service, JD YOUNG must rely on the contract remaining in effect for the full contracted time period. Early cancellation will not result in a refund or credit to the customer. In the event the customer wishes to replace the equipment covered by this contract with new equipment purchased from JD YOUNG, full credit of any unused portion may be applied toward a service contract on the new equipment. JD YOUNG may, at its discretion, cancel equipment that is no longer serviceable due to age or condition.
10. Upon termination of this contract, the customer agrees to return unused supplies such as toner, toner waste containers, parts, ink, and masters, which were provided at no charge by JD YOUNG. If for any reason the customer does not return these items, customer agrees to pay JD YOUNG for any remaining items.
11. JD YOUNG reserves the right to cancel or deny performing service and/or supplying any products under the terms of this contract if said customer's account becomes more than 30 days delinquent. The customer will be held responsible for payment in full of invoices in arrears to reinstate coverage or, if any service is performed on the equipment listed in this Service Agreement, all charges for parts, labor and any additional charges related to the service performed. Payment in full of all charges in arrears may be required on delinquent accounts before service calls or supply orders can be made. Any delinquent accounts that are sent to a third party for collections will be held responsible for all or part of the cost incurred by JD YOUNG.
12. JD YOUNG agrees to furnish all supplies as indicated on the reverse side of this contract, to be delivered at accepted intervals in quantities as usage history dictates. JD YOUNG may add a fee to the contract to cover shipping and handling expenses incurred by providing supplies included in this contract. Toner consumption is based on manufacturer's stated yields on standard "letter size" copies. At the end of each billing cycle, the customer may be billed for any ink/toner used in excess of that required based on yields stated above.
13. The customer agrees to use the supplies provided at "no charge" on the appropriate machine(s) as indicated on the reverse side of this contract. The customer agrees not to take designated supplies from one machine to be used in another where supplies are not included as part of the maintenance contract.
14. The customer agrees to replace any supply items as a result of carelessness on the part of the operator, accidents, fire, theft, abuse, and lost or misplaced supplies. The customer must purchase any replacement of supplies as a result of the foregoing from JD YOUNG.
15. **ADDITIONAL ITEMS NOT COVERED BY THIS CONTRACT:**
  - A. Repair or replacement of parts and/or equipment damaged by accident, fire, food, lightning, theft, power failure, abuse, unsuitable environmental conditions, or other circumstances not under the control of JD YOUNG, including the use of an improperly phased and/or under-grounded electrical outlets.
  - B. Service provided at customer's request outside the principle period of maintenance, (8:00 a.m. to 5:00 p.m., Monday through Friday).
  - C. Service required because of inadequate facilities on site or by the failure of equipment or systems other than the equipment covered by this contract. This includes without limitation equipment or systems furnished by telephone companies, power companies, or by other vendors of equipment, software, or programming.
  - D. Relocation: Upon written notice by customer and subsequent acceptance by JD YOUNG, JD YOUNG agrees to provide, at customers' expense, equipment removal relocation service at JD YOUNG'S then current rates.
  - E. Expenses incurred by the customer such as copies and binding due to customers' equipment being inoperative.
  - F. Software support, upgrades and security of customer information unless specifically listed as a covered item and proper charges applied.

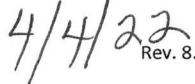
Initial:

Date:

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Initial: 

Date:  Rev. 8.21.19



