

**STUDIE OFFICE SYSTEMS**

**Equipment Maintenance Agreement**

- 1. **PERIODIC INSPECTIONS** – STUDIE Office Systems (herein called Contractor) shall perform maintenance inspections at appropriate intervals including all necessary cleaning, lubrication, and adjustment at customer's request
- 2. **PARTS REPLACEMENT** – Worn damaged parts will be replaced at no additional charge (with the exception of exterior plastic covers, rubber parts, cords, type element on typewriter, PM kits and drums and staplers on copiers unless otherwise indicated) provided that the wear or damage is not caused by misuse or negligence on the part of the customer
- 3. **ENGINEERING CHANGES** – Where applicable engineering changes, which in Contractor's opinion will improve the performance of the equipment, shall be installed at no additional charge.
- 4. **CHARGES** – For each machine, the customer agrees to pay a maintenance charge for the period of time specified and for each successive period while machine is under agreement. Renewal of maintenance agreement will be automatic 45 days prior to renewal date unless Contractor receives written notification. If customer requests maintenance service to be provided outside STUDIE Office Systems' normal business hours and if such maintenance service has been performed, customer agrees to pay travel time plus mileage and labor rate at 1 and 1/2 times the normal rate plus zone charge. All parts will be furnished at no charge. This only includes mono-component, B/W analog & digital copiers, laser printers and plotters.
- 5. **PRICING GUARANTEE** – This contract guarantees a maximum of not more than 15% per annum price increase without renegotiation of maintenance contract.
- 6. **GENERAL** – Serviced provided under this agreement does not assure uninterrupted operation of machine and STUDIE Office Systems is not responsible for failure to render service due to causes beyond its control. *STUDIE Office Systems upon one month written notice may cancel any of all machines of the contract if they do not meet STUDIE Office Systems' standard or if parts may become obsolete whereby making it impossible to insure proper service of said equipment.*
- 7. **LIABILITY** – Contractor shall not be responsible for failure to perform its maintenance obligation due to strikes, fire, flood, and other causes beyond its control. Contractor shall not be liable for any accidents to or cause by the equipment or machine. Contractor shall not be liable for service or parts in the instance where anyone other than the maintenance contractor herein or his agent has worked on the machine nor where is damaged due to negligence or misuse by the customer. Contractor shall in no event be liable to customer or any other person for incidental or consequential damages which may arise as a result of the performance of any obligation under this agreement,
- 8. **LIMITATIONS** – Maintenance service shall not include electrical work, external to the equipment, maintenance of accessories, attachments, equipment, or devices unless specifically included on the face of this agreement. Electrical problems due to ungrounded equipment, which may cause operation problems, will not be included under this agreement. Networking, cabling, IT services, PC software, hardware and computer services will not be included on this agreement.
- 9. **CANCELLATION** – This contract is non-cancelable and non-transferable.
- 10. **EXCLUSIONS** – Laser units, electrical/printed circuit board, paper, hard drives, copy cartridges, photoreceptors, PM kits, staples and staplers
- 11. **WARRANTY** – (1) All parts furnished hereunder will be free of defects in material and workmanship at the time of installation. (2) There are no other warranties, expressed or implied, which extend beyond the face of this agreement.
- 12. **OPTIONS** – When an option is installed in a customer's unit during the term of this agreement, the customer agrees to pay in full, upon receipt of Contractor's invoice, the scheduled installation and maintenance fee for said option. The maintenance fee will be prorated over the remaining months of the customer's maintenance agreement.
- 13. **RECONDITIONING** – Contractor reserves the right to examine equipment prior to any renewal of this agreement and when in Contractor's opinion a shop reconditioning is necessary because normal repair and parts replacement cannot maintain the equipment in satisfactory operating condition, Contractor will submit a cost estimate of needed repairs which will be in addition to maintenance charge.
- 14. **KEY OPERATOR** – Contractor shall furnish key operator training as needed. It shall be the duty of the key operator(s) to remove misfeed/jams, replace turn belts, add toner and check complaints of all operators; and if it is determined that a maintenance problems does exist, to personally call the Contractor for service. (Some problem can be corrected by phone thereby eliminating machine down time.)
- 15. **METER READINGS AND EXCESS COPIES ON COPIERS** – Beginning reading 0 ending reading 0  
all excess copies to be billed @ 00 per copy at the end of the maintenance contract. Inspections to be made upon customer request every 0 months for every 00 copies as per PM label on copier. Covers 0 copies per year.

**Total Contract Price \$ 720.00**

**Contract includes: toner**

To be billed monthly: yes / no

Monthly installment \$

STUDIE OFFICE SYSTEMS LLC.  
7810 East 136<sup>th</sup> Street North  
Collinsville, OK 74021  
918-607-0066

Customer Name: **Muskogee County District Court Clerk Office**  
Address: **P.O. Box 1350**  
**Muskogee, OK 74401**  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Authorized by: [Signature]

Authorized by: Melody Davis

Contract Date Beginning 7-1-2023

Ending 6-30-2024

Machine Model: M2535dn  
**Kyocera**

Serial #: LV25Y27139

**Contract Number: MCDCC2324-5**

26<sup>th</sup> day of June 2023  
Chairman [Signature]  
Member [Signature]  
Member [Signature]  
Attest [Signature]  
County Clerk

