



Continued Guaranteed Maintenance Service Agreement FY25

CONTRACT EFFECTIVE DATE

CONTRACT END DATE

CONTRACT NUMBER **CONT8962-JDF**

CUSTOMER	
Muskogee County Treasurer 400 West Broadway, Rm 220	
Muskogee Meter Contact	OK 74401 Jessica Smith
Meter Email	jessica.smith@muskogeetreasurer.org
Meter Ph./Fax	(918) 682-0811
PO #	

BILLING ADDRESS		
Street Address 400 West Broadway, Rm 220		
City	State	Zip
Muskogee	OK	74401
Contact	Jessica Smith	
Email	jessica.smith@muskogeetreasurer.org	
Phone/Fax	(918) 682-0811	
<input checked="" type="checkbox"/> Electronic Invoice (Email address required)		

Equipment Description: JD Young agrees to maintain the equipment and features listed below in accordance with the terms and conditions in this agreement.

EQUIPMENT		METER READING		SERVICE ZONE	CHARGE PER Month	COPIES INCD		OVERAGE	
MODEL	SERIAL #	B/W	COLOR			B/W	COLOR	B/W	COLOR
IM C4500				NA	\$405.00	36,000	9,000	\$ 0.01500	\$ 0.07500
P C600				NA					
P C600				NA					
P C600				NA					
P C600				NA					
P C600				NA					
P C600				NA					
EPWFC579R				NA					
				NA					
				NA					

24th day of June 2024
 Chairman _____
 Member _____
 Member _____
 Attest _____
 County Clerk

Additional equipment list attached FM Audit

SERVICE CONTRACT INCLUSIONS AND EXCLUSIONS

Excludes paper and staples

TC: Total Care, covers all labor, networking, parts and toner

Terms of Contract: Additional maintenance contract terms and conditions are stated on the Guaranteed Maintenance Service Agreement Terms and Conditions and are part of this agreement.

CONTRACT NOTES (ex. Add to existing contract):

CONTINUED MAINTENANCE AGREEMENT AND COST PER IMAGE AGREEMENT FOR FY25

CUSTOMER CONTRACT ACCEPTANCE		
Authorized Signature		
<i>[Signature]</i>	Treasurer	Date
Signature	Title	Date
		6/20/24

JD YOUNG	
X	
Signature	Date

CONTRACT WAIVER - Decline Service Contract

I understand that I am responsible for any charges incurred for the repair and maintenance to insure the proper operation of the equipment other than those items covered by the Manufacturer's warranty.

X
Signature

INTERNAL USE ONLY

*Acceptance _____

Service Management

T/C Appropriations _____

Base

Meter

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:

SS

Date:

6/20/24



CONTINUED COST PER IMAGE AGREEMENT FOR FY 2025

AGREEMENT NO.: **131-1749345-000**

CUSTOMER ("YOU" OR "YOUR")

FULL LEGAL NAME: **MUSKOGEE COUNTY TREASURER**

ADDRESS: **400 WEST BROADWAY, RM 220 MUSKOGEE, OK 74401**

EQUIPMENT AND PAYMENT TERMS SEE ATTACHED SCHEDULE

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES	NOT FINANCED UNDER THIS AGREEMENT	BEGINNING METER READING		QUARTERLY IMAGE ALLOWANCE		EXCESS PER IMAGE CHARGE (PLUS TAX)	
		B&W	COLOR	B&W	COLOR	B&W	COLOR
RICOH IM C4500	<input type="checkbox"/>						
RICOH PC600	<input type="checkbox"/>						
RICOH PC600	<input type="checkbox"/>						
RICOH PC600	<input type="checkbox"/>						
RICOH PC600	<input type="checkbox"/>						
RICOH PC600	<input type="checkbox"/>						
RICOH PC600	<input type="checkbox"/>						
RICOH PC600	<input type="checkbox"/>						
EPSON EPWFC579R	<input type="checkbox"/>						
	<input type="checkbox"/>						
	<input type="checkbox"/>						
TOTAL CONSOLIDATED QUARTERLY IMAGE ALLOWANCE AND EXCESS PER IMAGE CHARGES (IF CONSOLIDATED)				36000	9000	.0150	.0750

EQUIPMENT LOCATION: **As Stated Above** METER FREQUENCY: **Quarterly**

TERM IN MONTHS: **60** MONTHLY BASE PAYMENT AMOUNT*: **\$1043.61** (*PLUS TAX) PURCHASE OPTION*: **Fair Market Value**

SECURITY DEPOSIT: **CONTINUE COST PER IMAGE AGREEMENT FOR FY25**

CONTRACT

THIS AGREEMENT IS NON-CANCELABLE AND IRREVOCABLE. IT CANNOT BE TERMINATED. PLEASE READ CAREFULLY BEFORE SIGNING. YOU AGREE THAT THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE IN WHICH OUR (OR, IF WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE'S) PRINCIPAL PLACE OF BUSINESS IS LOCATED AND ANY DISPUTE CONCERNING THIS AGREEMENT WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN SUCH STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS AND WAIVE TRANSFER OF VENUE. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL.

CUSTOMER'S AUTHORIZED SIGNATURE

BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS TWO-PAGE AGREEMENT. THIS AGREEMENT IS BINDING UPON OUR ACCEPTANCE HEREOF.

(As Stated Above) *Shelly Sumpter* *Shelly Sumpter, Treasurer* *6/20/24*

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

J. D. Young Company, Inc.

116 West 3rd St Tulsa, OK 74103-3406

CERTIFICATE OF DELIVERY AND ACCEPTANCE

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

SIGNATURE: *Shelly Sumpter* NAME AND TITLE: *Shelly Sumpter, Treasurer* DATE: *6/20/24*

ADDITIONAL TERMS AND CONDITIONS

AGREEMENT. You want us to now provide you the equipment and/or software referenced herein, excluding equipment marked as not financed under this Agreement ("Equipment") and you unconditionally agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement is binding upon our acceptance hereof and will begin on the date the Equipment is delivered to you or any later date we designate. If we designate a later commencement date, you agree to pay us an additional amount equal to the periodic payments due under this Agreement prorated for the period between the date the Equipment is delivered to you and the commencement date. We may charge you a one-time origination fee of \$89.50. If we do not receive by the due date, at the remittance address indicated on your invoice, any amount payable to us, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars (\$26.00); or 2) the highest lawful charge, if less. Any security deposit will be returned upon full performance.

NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL AMOUNTS DUE UNDER THIS AGREEMENT FOR THE ENTIRE TERM. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON.

IMAGE 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. 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. 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. After the end of the first year of this Agreement and not more than once each successive twelve-month period thereafter, the Base Payment Amount and the Excess Per Image Charges (and, at our election, the Base Payment Amount and Excess Per Image Charges under any subsequent agreements between you and us that incorporate the terms hereof) may be increased by a maximum of 10% 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.

EQUIPMENT USE. You will keep the Equipment in good working order, use it for business purposes only and not modify or move it from its initial location without our consent. You agree that you will not take the Equipment out of service and have a third party pay (or provide funds to pay) the amounts due hereunder. You will comply with all laws, ordinances, regulations, requirements and rules relating to the use and operation of the Equipment.

SERVICES/SUPPLIES. If we have entered into a separate arrangement with you for maintenance, service, supplies, etc. with respect to the Equipment, payments under this Agreement may include amounts owed under that arrangement, which amounts may be invoiced as one payment for your convenience. You agree that you will look solely to us for performance under any such arrangement and for the delivery of any applicable supplies.

SOFTWARE/DATA. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.

LIMITATION OF WARRANTIES. EXCEPT TO THE EXTENT THAT WE HAVE PROVIDED YOU A WARRANTY IN WRITING, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU CHOSE ANY/ALL THIRD-PARTY SERVICE PROVIDERS BASED ON YOUR JUDGMENT. YOU MAY CONTACT US OR THE MANUFACTURER FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.

ASSIGNMENT. You may not sell, assign, or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement and our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, our assignee will have our assigned rights under this Agreement but none of our obligations and will not be subject to any claim, defense, or set-off that may be assertable against us or anyone else. Notwithstanding the foregoing, if we sell or assign this Agreement or our rights in the Equipment, we will retain our obligations under the Agreement.

LOSS OR DAMAGE. You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. Except for claims, losses, or damages caused by our gross negligence or willful misconduct, you agree to indemnify us and our assignee, if applicable, against any claims, losses, or damages, including attorney fees, in any way relating to the Equipment or data stored on it. This indemnity will survive the expiration of this Agreement. In no event will we be liable for any consequential or indirect damages.

INSURANCE. You agree to maintain commercial general liability insurance acceptable to us. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 3% per annum.

TAXES. We own the Equipment. You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement. Sales or use tax due upfront will be payable over the term with a finance charge.

END OF TERM. At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew for an additional one-year period under the same terms unless a) we receive written notice from you, at least 60 days prior to the End Date, of your intent to return the Equipment, and b) you timely return the Equipment to the location designated by us, at your expense. If a Purchase Option is indicated above and you are not in default on the End Date, you may purchase the Equipment from us "AS IS" for the Purchase Option price. If the returned Equipment is not immediately available for use by another without need of repair, you will reimburse us for all repair costs. You cannot pay off this Agreement or return the Equipment prior to the End Date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the amount we paid for the Equipment.

DEFAULT/REMEDIES. If a payment becomes 10+ days past due, or if you otherwise breach this Agreement, you will be in default, and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, discounted at 3% per annum; and we may disable or repossess the Equipment and use all other legal remedies available to us. You agree to pay all costs and expenses (including reasonable attorney fees) we incur in any dispute with you related to this Agreement. You agree to pay us interest on all past due amounts at the rate of 1.5% per month, or at the highest rate allowed by applicable law, if less.

UCC. If we assign rights in this Agreement for financing purposes, you agree that this Agreement, in the hands of our assignee, is, or shall be treated as, a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.

MISCELLANEOUS. This Agreement is the entire agreement between you and us relating to our providing and your use of the Equipment and supersedes any prior representations or agreements, including any purchase orders. Amounts payable under this Agreement may include a profit to us. The parties agree that the original hereof 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 Agreement, and (ii) our original manual signature. If any provision of this Agreement is unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law. You authorize us to either insert or correct the Agreement number, serial numbers, model numbers, beginning date, and signature date. All other modifications to the Agreement must be in writing signed by each party.