



**COST PER IMAGE AGREEMENT**

AGREEMENT NO.:

**CUSTOMER ("YOU" OR "YOUR")**

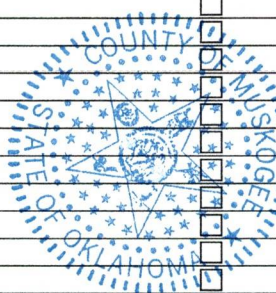
FULL LEGAL NAME: **Muskogee County Treasurer**

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"/>						
TOTAL CONSOLIDATED MONTHLY IMAGE ALLOWANCE AND EXCESS PER IMAGE CHARGES (IF CONSOLIDATED)				<b>36,000</b>	<b>9,000</b>	<b>.0150</b>	<b>.0750</b>



23 day of May 2022  
 Chairman \_\_\_\_\_  
 Member \_\_\_\_\_  
 Member \_\_\_\_\_  
 Attest: \_\_\_\_\_  
 County Clerk

EQUIPMENT LOCATION: **As Stated Above**

METER FREQUENCY: **Quarterly**

TERM IN MONTHS: **60**

MONTHLY BASE PAYMENT AMOUNT\*: **\$1043.61** (\*PLUS TAX)

PURCHASE OPTION\*: **FMV**

SECURITY DEPOSIT: \$0.00

**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.

**Muskogee County Treasurer**

CUSTOMER

*Shelly Sumpter* [Signature] **Shelly Sumpter Treasurer 4/4/22** [Print Name & Title] \_\_\_\_\_ [Date]

SIGNATURE

PRINT NAME & TITLE

DATE

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

**J. D. Young Company, Inc.**

OWNER

SIGNATURE

PRINT NAME & TITLE

DATE

116 West 3rd St Tulsa, OK 74103-3406

**UNCONDITIONAL GUARANTY**

The undersigned, jointly and severally if more than one, unconditionally guarantee(s) that the Customer will timely perform all obligations under the Agreement. The undersigned also waive(s) any notification if the Customer is in default and consent(s) to any extensions or modifications granted to the Customer. In the event of default, the undersigned will immediately pay all sums due under the terms of the Agreement without requiring us or our assignee to proceed against Customer or any other party or exercise any rights in the Equipment. The undersigned, as to this guaranty, agree(s) to the designated forum and consent(s) to personal jurisdiction, venue, and choice of law as stated in the Agreement, agree(s) to pay all costs and expenses, including attorney fees, incurred by us or our assignee related to this guaranty and the Agreement, waive(s) a jury trial and transfer of venue, and authorize(s) obtaining credit reports.

SIGNATURE: **X**

INDIVIDUAL:

DATE:

SIGNATURE: **X**

INDIVIDUAL:

DATE:

**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: **X**

NAME AND TITLE:

DATE:





# Guaranteed Maintenance Service Agreement

CONTRACT EFFECTIVE DATE

CONTRACT END DATE

CONTRACT NUMBER

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

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 B/W Quarter	COPIES INCD COLOR Quarter	OVERAGE B/W Quarter	OVERAGE COLOR Quarter
MODEL	SERIAL #	B/W	COLOR						
IM C4500				NA	\$405.00	36,000	9,000	\$0.01500	\$0.07500
P C600				NA	\$0.00	0	0	\$0.01500	\$0.07500
P C600				NA	\$0.00	0	0	\$0.01500	\$0.07500
P C600				NA	\$0.00	0	0	\$0.01500	\$0.07500
P C600				NA	\$0.00	0	0	\$0.01500	\$0.07500
P C600				NA	\$0.00	0	0	\$0.01500	\$0.07500
P C600				NA	\$0.00	0	0	\$0.01500	\$0.07500
EPWFC579R				NA	\$0.00	0	0	\$0.01500	\$0.07500
				NA					
				NA					
				NA					

- 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 Contact:** 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):

Service: 36,000 B/W with .015 overage & 9,000 color with .075 overage quarterly. Add \$2.00 per machine / per month over and above monthly meter readings for FM Audit for a \$16.00 total. \$421.00 total monthly service.

### CUSTOMER CONTRACT ACCEPTANCE

Authorized Signature  
*Shelly Smith*  
Signature Title Date 4/4/20

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 \_\_\_\_\_

\*Contract not finalized without JD Young Management acceptance

## JD Young: REVISED Service/Maintenance Contract

**Rick J. Horne** <rjhorne@jdyoung.com>

11:49 AM

To shelly.sumpter@muskogeetreasurer.org **Copy** jessica.smith

Reply Reply all Forward Delete

3 attachments View Download Save to Drive

Shelly/Jessica,

I have contacted JD Young service and obtained the following service contract structure:

Black & White: 36,000 – Quarterly – Overage - .015 (regardless of machine)  
Color: : 12,000 – Quarterly – Overage - .075 (regardless of machine)  
Bill : \$405.00 – Monthly – Plus \$2.00 per machine / per month form FM Audit =  
\$16.00 Total = \$421.00 monthly.

Review and discuss and I'll follow up with you tomorrow to answer any questions.

Sincerely,



**Rick J. Horne**

Business Development – Technology Solutions Division

Department - 918.392.9506

Main - 918.582.9955 | Cell - 918.814.0032

[rjhorne@jdyoung.com](mailto:rjhorne@jdyoung.com) | [www.jdyoung.com](http://www.jdyoung.com)

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Feedback