

ADVANCED BUSINESS SYSTEMS

1236 North Monroe Street • Tallahassee, FL 32303
(850) 222-2308 • Fax (850) 222-3684 • www.a-b-s.com

Equipment ID
72094

Maintenance & Supply Agreement: Plan: _____

Note: Includes all parts, labor, black toner, black developer and fuser oil. Drums and masters are included when maintenance is purchased at equipment point of sale. Does not include paper, color toner, color developer or staples, unless otherwise stated.

Type	Monthly Minimum Charge	Monthly Allowance	Excess of Allowance	Cost Per Copy
B&W	\$			
Color	\$			
Scan	\$			
Other	\$			
Total Monthly Minimum Charge	\$			

Invoicing:

- Monthly Quarterly
 Annual Semi Annual

Color Supplies Included:

- Yes No

Annual Maintenance Agreement:

Note: Includes parts and labor. Does not include consumables such as but not limited to: toner, developer, maintenance kits, fuser oil, drums, masters, staples or paper.

Yearly Amount: \$363.00 Yearly Allowance: _____ Excess Rate: _____

Invoicing: Annually only.

Facsimile Maintenance Agreement:

Note: Includes all parts and labor. Does not include consumables such as but not limited to: toner, image units and drums.

Yearly Amount: _____

Invoicing: Annually only.

Customer Accepts: X **Customer Declines:** _____

Mfg.	Model	Serial Number	Service Zone	Starting Agreement Meter Reading	Period	Z Syst
Canon	DR-6030C	FLY00630		B&W:	From: 5/8/22 To: 5/8/23	
				Color:		
				Scan:		
				Other:		

Special Instructions:

Scanner all parts & labor.

BILL TO:	TL #:		TL #:
	COMPANY: Florida Housing Finance Corporation		COMPANY:
	ADDRESS: 227 North Bronough Street 5th Floor		ADDRESS:
	CITY: Tallahassee STATE: FL ZIP: 32301		CITY: STATE: ZIP:
	PHONE # (850) 488-4197 CONTACT: David Hearn		PHONE: CONTACT:
FAX METER REQUESTS TO:		E-MAIL METER REQUESTS TO:	

MAINTENANCE TERMS & CONDITIONS

- RENEWAL:** Buyer shall have the right to renew this agreement for as many successive periods of one (1) year each from original date of installation as Buyer shall elect, so long as parts and supplies are still available to Seller. Buyer agrees to give Advanced Business Systems thirty (30) days written notice to correct any problems regarding "your expectations" and to keep their account current. No Risk Lifetime Performance Guarantee pertains to new equipment purchased from and continuously covered by Advanced Business Systems' maintenance and supply agreement only.
- CANCELLATION** (In addition to the rights of termination contained in paragraph 1): Buyer shall have the right to cancel this agreement and all successive renewal agreements, upon 30 days written notice and payment in full of the liquidated damage charges as set forth in paragraph 3 below.
- LIQUIDATED DAMAGES:** In the event of the Buyer's default or upon his election and the subsequent cancellation of this agreement, Buyer promises to pay Advanced Business Systems the following amounts as reasonable liquidated damages (and not as penalty) for breach hereof:
 - During the first six (6) months of the initial period, six (6) average total MSA charges or 50% of the annual plan, whichever may apply; and
 - At any time hereafter, three (3) times Buyer's average total MSA charge or 33 1/3% of the annual plan, whichever may apply.
- DEFAULT:** If Buyer shall default in the performance of any obligation hereunder and such default remains unresolved after seven (7) days' notice thereto, Advanced Business Systems may cancel this agreement and charge Buyer according to the formula set forth in paragraph three (3) above.
- Buyer agrees not to relocate the equipment subject to the MSA portion of this contract outside of Advanced Business Systems servicing area and in the event of such relocation, Buyer agrees this contract shall be deemed terminated by the Buyer and Buyer agrees to pay liquidated damages upon such termination in accordance with the formula set forth in paragraph three (3) without prior approval from Advanced Business Systems.
- DISCLAIMER:** Advanced Business Systems expressly disclaims any duty as insurer of the equipment herein and Buyer shall pay for all costs of repair and parts or replacement of the equipment made necessary by any casualty, theft, or the negligent act of Buyer or Buyer's agents, specifically including abuse or misuse of the equipment and service conducted by personnel other than those of Advanced Business Systems.
- RETAINED TITLE:** Title to all supplies on Maintenance Supply Agreement (MSA) furnished hereunder, including consumable parts such as drums, remains with Advanced Business Systems until supplies are consumed to the extent they may not be further utilized in the copy making process.
- ASSIGNMENT:** No assignment of any rights thereunder shall be valid as to Advanced Business Systems unless consented to in writing in advance by same.
- COMPLETE AGREEMENT:** Buyer specifically agrees that NO OTHER representations, constitutions, or warranties other than those set specifically in writing herein have been made or have been relied on in the making of this agreement.
- WARRANTY:** Seller represents and warrants for a period of ninety (90) days from the date hereof that the products sold hereunder are free from material defect or workmanship, and liability of Seller hereunder is expressly limited to the replacement or the repair of the parts or products which may be defective. Except as set forth above, Seller disclaims any other warranties, including any warranty of fitness for purpose. In any event, Seller shall not be liable for any special or consequential damages arising out of any breach hereof.
- If Advanced Business Systems does not receive the current month meter reading, the current month MSA charges will be an average of the prior three (3) months of MSA charges.
- Buyer shall pay all of Advanced Business Systems costs in the collection of any amount due hereunder, in the recovery of any property pursuant hereto or in the enforcement of its rights against the Buyer, including reasonable attorney's fees, whether or not a suit is brought.
- Advanced Business Systems reserves the right to refuse coverage or cancel coverage if it appears that supplies under this MSA are to be used in a copier other than the specifically noted equipment on the reverse side of this form.

ADVANCED BUSINESS SYSTEMS SHALL:

- Train customer personnel in the use of equipment at reasonable times.
- Perform maintenance cleaning, inspections, adjustments, repairs and replace defective parts without additional charge to customer.
- Furnish all supplies included in MSA agreement, to be delivered at accepted intervals, in quantities as usage history dictates as determined by Advanced Business Systems, and additional deliveries as required.
- Have the right to increase the MSA rate at the beginning of each renewal term.
- Furnish emergency service calls as reasonably requested during normal working hours 8:00 A.M. - 5:00 P.M. (Mon.-Fri.) excluding holidays.

BUYER SHALL:

- Promptly notify Advanced Business Systems of any problem or malfunction with the equipment and cease usage until correction of same.
- Use all supplies only for copy making purposes in the equipment.
- Allow Advanced Business Systems access to clean, inspect, or repair the equipment at any time during reasonable business hours.
- Provide true and accurate meter readings in any reasonable manner requested by Advanced Business Systems.
- Provide suitable electrical service and maintain proper environmental requirements.
- Pay additionally for any cost incurred for moving of equipment and/or any cost incurred as a result of neglect, misuse or abuse by the Buyer, including but not limited to supplies, parts and labor.
- Pay all invoices within thirty (30) days.