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- B. PAYMENT:** Client unconditionally guarantees that it will make all payments and all the other charges required under the Agreement and any supplements when they are due. Advanced Business Systems may cease performance under this Agreement if Client is in breach under this or any other Agreement with Advanced Business Systems. If it is necessary for Advanced Business Systems to proceed legally to enforce this Agreement, Client agrees to pay, in addition to any award, all costs, including attorneys' fees incurred.
- C. ADVANCE INSPECTION:** Advanced Business Systems reserves the right to inspect all equipment to be covered under this Agreement to determine its mechanical condition. Equipment that is identified as requiring immediate repair will be identified to Client. Client, at its option, may elect to have said unit repaired at the then current hourly service labor rate plus parts or may elect to have the unit excluded from the Agreement.
- D. REMEDIAL MAINTENANCE:** During the term of this Agreement, Advanced Business Systems agrees to perform the maintenance and repair that will keep the Equipment in good working order and condition, normal wear and tear excepted. If Advanced Business Systems is notified by Client during the term of the agreement that the equipment is not in good working condition, Advanced Business Systems will, during normal service hours, make necessary adjustments and repairs including replacement of parts (if parts are included as part of the terms of this Agreement.) If parts are not included in the Agreement, Advanced Business Systems will promptly provide a quote for the appropriate part(s). Advanced Business Systems normal service hours are 8:00 a.m. to 5:00 p.m. Monday thru Friday, excluding holidays. Advanced Business Systems may from time to time adjust these hours as may be required in the course of business, at which time the Client will be advised. Service at times other than Advanced Business Systems' normal service hours may be furnished on an "as available basis" at published rates then in effect. Replacement parts may be used and/or reconditioned. Parts that have been replaced will remain the property of Advanced Business Systems.
- E. SERVICE LIMITATIONS:** Client agrees Advanced Business Systems will not be required to make adjustments, repairs or replacements made necessary resulting from (i) unauthorized third parties performing any maintenance, repair or replacement; (ii) Client modifying, relocating, damaging (including without limitation, unavoidable accidents), abusing or misusing the Equipment (including without limitation, the spilling of toner or other substance in the machine), and the breaking of lids, hinges, cassettes, etc.; (iii) unauthorized Equipment alteration and tampering, or interconnection with non-compatible Equipment; (iv) placing the Equipment in an area that does not conform to space, electrical and environmental requirements; (v) failure of improper telephone or electrical power; (vi) Acts of God, lightning, fire, water, climatic conditions, or incidents of excess voltage or power surges; (vii) Client using toner, drum, processing units, ink, film, etc., from any other source other than the service provider; or (viii) improper conditions of the environment such as excessive dust, chemical residues, abnormal high or low temperatures. If Advanced Business Systems provides maintenance made necessary resulting from any of the above listed occurrences or other work not covered under the foregoing remedial maintenance obligation, such maintenance shall be billed to Client (and shall be due and payable in full upon receipt of invoice) at Advanced Business Systems' then current rates for labor and parts. Client agrees that Advanced Business Systems will not be required to make adjustments, repairs, or replacements if Advanced Business Systems is not provided reasonable access to the Equipment.
- F. TONER:** Toner-inclusive contracts are based on manufacturer supply consumption rates. Advanced Business Systems will determine and deliver supplies in accordance with agreed upon usage. Use of covered supply products above the expected usage may result in additional charges. Toner may be OEM original or non-OEM at the discretion of Advanced Business Systems. At the conclusion of this Agreement all unused toner must be returned or additional charges shall be incurred.
- G. 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.
- H. RELOCATION:** Client agrees to keep the Equipment at the installation location and not move it from that location without prior written consent of Advanced Business Systems. Client agrees to be responsible for all costs associated with relocation. If the Equipment is moved to a new position or location, Advanced Business Systems shall have the right to charge a new rate for the new position or location and Client agrees to pay the difference between the old rate and the new rate.
- I. CLIENT RESPONSIBILITY:** Client will be responsible for daily care and cleaning of the top glass, dusting equipment, replenishing toner, replacing disposal tank, clearing jams, etc., (where applicable); 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 ABS access to clean, inspect, or repair the equipment at any time during reasonable business hours; 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 when due.
- J. LIABILITY LIMITATION:** Advanced Business Systems' total liability is limited to repair and maintenance of the covered Equipment. Advanced Business Systems will not be held liable to Client or any other party for any personal injury or indirect, incidental, consequential damage, including, but not limited to, loss of use, revenue or profit. Advanced Business Systems will not be liable for any delay or failure to perform its obligations due to any cause beyond its reasonable control, including without limitation, performing services at a location deemed by Advanced Business Systems as hazardous to health and safety, acts of God or government, labor difficulties, failure of proper transportation, telephone or power, or the inability to obtain parts or supplies. In no event shall Advanced Business Systems be responsible for lost data, lost profits, damages, or incidental or consequential damages. Advanced Business Systems' sole liability shall be limited to the amount Client has paid Advanced Business Systems pursuant to this Agreement.
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- M. NOTICES:** Notices required under this agreement shall be written and sent to Advanced Business Systems at 1236 North Monroe Street, Tallahassee, FL 32303 and to the Client at the "bill to address" identified on the front side of this Agreement. All notices will be effective upon date of postmark.
- N. JURISDICTION:** This agreement shall be interpreted and enforced according to the laws of the State of Florida. Any action to enforce this agreement shall be brought exclusively in courts located in Leon County, Florida.
- O. INDEMNITY:** With respect to, arising from, or in connection from this agreement, or from manufacture, maintenance, repair or use of any Equipment, Client agrees to indemnify and hold harmless Advanced Business Systems and its agents, representatives, and employees from and against any and all claims, liabilities, damages, demands, cost and expenses of every kind and nature (including reasonable attorney's fees) arising from any injury or damage to any person, property, or business, excluding, however, any of the foregoing resulting solely from the gross negligence or misconduct of Advanced Business Systems or its agents, representatives or employees.
- P. METER READINGS:** Client agrees to provide Advanced Business Systems with accurate meter readings based on the billing term on the front of this Agreement, or if mutually agreed upon, to provide Advanced Business Systems with timely access to all Equipment so that Advanced Business Systems may obtain meter readings as required. If accurate meter readings are not provided, or if timely access is not provided, Advanced Business Systems reserves the right to estimate the meter reading from previous meter readings. Client agrees and consents that Advanced Business Systems may obtain meter readings via remote access and grants Advanced Business Systems the right to do so.
- Q. RENEWAL/TERMINATION:** Unless otherwise indicated, this is an annual Agreement that may not be terminated. This Agreement will renew yearly after the initial period unless cancelled by Client in writing, no less than thirty (30) days prior to renewal date. Said automatic renewal is to provide uninterrupted coverage to Client. This Agreement shall automatically renew at the then current rates in effect. During the term of this Agreement the charges may be increased to reflect increases in the cost of fuel, supplies, parts, or labor. This agreement is subject to acceptance by Advanced Business Systems and will remain in force until cancelled as stated above. Advanced Business Systems reserves the right to cancel this contract at its discretion upon five (5) days written notice. 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.
- R. ASSIGNMENT:** This contract is for the sole benefit of the Client whose name appears on the front hereof and cannot be assigned by the Client to any further owners of the covered Equipment.
- S. CONFIDENTIALITY CLAUSE:** Advanced Business Systems recognizes that it must conduct its activities in a manner designed to protect any information concerning Client, its affiliates or clients (such information hereinafter referred to collectively as "Client Information") from improper use or disclosure. Advanced Business Systems agrees to use its best efforts to treat Client Information on a confidential basis. Advanced Business Systems agrees not to disclose any Client Information to any person, firm or corporation that does not have a need to know said information.



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

## MAINTENANCE AND SUPPLY AGREEMENT - MSA

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

Type	Monthly Minimum Charge	Monthly Allowance	Excess of Allowance Rate	Starting Meter Reading		
				1	2	3
B&W	\$		\$			
Color	\$		\$			
Scan	\$		\$			
Other	\$		\$			
<b>Total Monthly Minimum Charge</b>	<b>\$0.00</b>	<b>Equipment ID:</b>				

**Invoicing**    Monthly    Quarterly    Semi-Annual    Annual

**Client Accepts:** X

**NetConnect Protection:** Includes reinstallation of print drivers, user account control updates and reconnection of scanning destinations.

Remote Support (\$9.99 per month)    On-Site Support (\$29 per month)

**Client Accepts:** \_\_\_\_\_   **Client Declines:** X

**Remote Meter Readings:** ABS will collect your meter readings electronically. Includes auto toner replacement.

Yes!    No thanks

Mfg.	Model	Serial Number	Service Zone	Agreement Period
1. Canon	DR-G1130	GF302772		From: 9 / 15 / 2022
2.				To: 9 / 15 / 2023
3.				

**Special Instructions:** Canon Scanner is \$ 732.05 per year all parts and labor.

<b>BILL TO:</b>	CLIENT #
	COMPANY Florida Housing Finance Corporator
	ADDRESS 227 North Bronough Street 5th Floor
	CITY Tallahassee   STATE FL   ZIP 32301
	PHONE 488-4197   CONTACT David Hearn
	METER REQUESTS CONTACT:

<b>SHIP TO:</b>	CLIENT #
	COMPANY
	ADDRESS
	CITY   STATE   ZIP
	PHONE   CONTACT
	E-MAIL METER REQUESTS TO:

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