CALTRONICS BUSINESS SYSTEMS
"Trust Your Documents To Us"

Prestige Maintenance Agreement

Installed Location:

Name SAN LEANDRO USD
Address
City
State Zip

Customer Bill To:

Name SAN LEANDRO USD
Address 14735 JUNIPER STREET
City SAN LEANDRO
State CA Zip 94579

Primary Contact

Name:
Phone:
Email:

Meter Contact

Name:
Phone:
Email:

Start Date: 2 YEAR TERM to

Billing Cycle
☑ Monthly ☐ Quarterly ☐ Annual

			Per Copy Rate		Contracted Usage		Base
ID #	Model	Serial Number	Color	B/W	Color	B/W	Charge
		See attached schedule A					

Caltronics Guarantee

- ▶ This agreement assures that the equipment will be serviced by factory trained field technicians and includes all service, parts and supplies.
- ▶ Parts and Supplies - Caltronics uses only OEM and top quality supplies to service and supply your system.
- ▶ Free Loaner - Caltronics will provide a free loaner of equal or greater capability in the event that it cannot be repaired onsite.
- ▶ Call Ahead Program - A technician will call you within two business hours of receiving your service request. If the issue cannot be resolved by phone, you will be given an estimated time of arrival.

Pricing does not include paper, staples, applicable taxes and freight charges.

Power requirements may include a dedicated line and receptacle as described on the Site Requirements Form.

Authorization / Acceptance

Customer Authorization

Signature	Print Name	Title	Date

Accepted by Caltronics Business Systems

Signature	Print Name	Title	Date

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Address 14735 JUNIPER STREET
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Prestige Maintenance Agreement - Terms and Conditions

1) **Description:** This managed service contract will cover all unscheduled repairs upon request by customer during the hours of 8:00 AM to 5:00 PM., Monday thru Friday, on the equipment listed herein. Service outside of Caltronics normal working hours shall be provided on an "if available" basis and customer shall pay Caltronics it's "after hours rate" then in effect.
2) **Commencement:** This is an annual contract, billed monthly, quarterly or annually in advance. The contract will commence upon delivery to customer. This contract qualifies for automatic renewal after 12 months from the contract start date, unless written notification of intent to cancel is received 30 days prior to the renewal date. See section 9 for cancellation details.
3) **Charges**: The minimum monthly payment and all other sums are due and payable to Caltronics. In return for payment, customer is entitled to produce copies and prints up to the allowance listed on the contract. Any copies or prints produced in excess of the allowance will be billed at the rate listed on the contract. The minimum monthly payment and excess copy rates are subject to an automatic annual increase. Supplies will be allocated based on manufacturer's specified yields. We reserve the right to charge customers for excess supply usage. Loaner machines will be charged at the customer's current per copy rate. Per copy charges based on single sided sheet of paper up to 8 1/2 x 14. Per copy/print charges for all Wide Format devices are based on a per square foot measurement on single sided sheet of paper.
4) **The sales tax** included on your contract invoice corresponds to the use of tangible personal property which includes toner usage. Customer agrees to pay sales tax as required by the California Department of Fee and Tax Administration.
5) **Meters**: Customer is responsible for providing Caltronics a meter reading on all equipment under contract on the billing date. If customer fails to provide an accurate meter reading, customer agrees to accept estimated meters based on service history for billing purposes. Caltronics may enable machines to automatically report meters and machine related information to better service our customers. It is the responsibility of the customer to ensure that the correct settings and/or defaults are set in the machine, print driver or applications when it relates to color copies/prints. Customers will be responsible for copies/prints produced based solely on the color (if applicable) and b/w meter readings as indicated by the machine.
6) **Relocation:** It is strongly recommended that our personnel prepare equipment prior to a move and reinstall equipment immediately following a move. Labor will be charged at our current hourly rates. If relocation is effected by the customer, Caltronics reserves the right to examine the machine at the new site. If repairs are required Caltronics will submit a quote for the repairs. If charges are approved by the customer, Service Contract will resume at the new site (after repairs). If not accepted by the customer, the Service Contract will be canceled effective immediately with not further obligation to either party.
7) **Assignment:** This agreement is non-transferable, non-assignable, non-refundable, and becomes void upon sale or transfer of the equipment. *Caltronics may apply any unused portion of maintenance charges towards future purchases with Caltronics at its sole discretion.*
8) **Breach or Default:** Caltronics may withhold service or terminate this agreement if the Customer fails to comply with any of the items and conditions of this agreement, or acquires a past due balance for services rendered and/or products sold of more than 30 days from date of invoice. Customer agrees to pay reasonable attorney fees and legal expenses incurred in exercising any of its rights and remedies upon breach of agreement. Caltronics reserves the right to terminate this agreement if the machine becomes obsolete and parts and/or supplies become unavailable. Service by anyone other than Caltronics, or use of parts or supplies from anyone other than Caltronics will void this agreement.
9) **Cancellation:** In the event of cancellation by the customer prior to the expiration date, Caltronics will bill and customer will be obligated to pay early termination charges equaling at least 50% of the remaining contract term based on the average dollar amount of the last 6 months of billing.
10) **Items not included:** A)Freight charges on toner B) relocation of equipment, C) coverage for non-OEM peripherals, D) 3rd party "compliance" firms hired by customer, E) damage caused by misuse or neglect, theft, vandalism, environmental conditions beyond manufacturers recommendation, power related issues, fire, water. Caltronics will not be responsible for direct, incidental, or consequential damages, including but not limited to damages arising out of the use of or performance of software, equipment, or any economic loss. Free loaner program does not apply to wide format products.
11) Issues caused by customers computer hardware/software, including applications, are not covered under this agreement. Any changes, modifications, or upgrades to customers network, including applications and operating systems necessitating a call from a technician are not covered by this agreement and will be billed at our current hourly rate.
12) The terms of this agreement may not be altered or amended unless authorized in writing by an officer of Caltronics. All other agreements or commitments for service and supplies are rendered invalid with the approval of this agreement. This agreement shall be governed by the laws of the state of California.

Authorization / Acceptance

Customer Authorization

Signature	Print Name	Title	Date

Accepted by Caltronics Business Systems

Signature	Print Name	Title	Date

SCHEDULE A LIST

Equipment	Serial number	Item desc.	Customer name	Per Copy Rate B&W
81320	A4EW011002715	Konica 951 Copier	SAN LEANDRO USD - JEFFERSON ELEMENTARY SCHOOL	.005
81322	A4EW011002259	Konica 951 Copier	SAN LEANDRO USD - WOODROW WILSON ELEMENTARY	.005
81316	A61E011000940	Bizhub 454e	SAN LEANDRO USD - GARFIELD ELEMENTARY	.0065
81314	A61E011001024	Bizhub 454e	SAN LEANDRO USD - LINCOLN HIGH SCHOOL	.0065
81324	A61E011000997	Bizhub 454e	SAN LEANDRO USD - WOODROW WILSON ELEMENTARY	.0065
81325	A61E011001011	Bizhub 454e	SAN LEANDRO USD - WOODROW WILSON ELEMENTARY	.0065
81317	A55V011001849	Konica bizhub 754	SAN LEANDRO USD - GARFIELD ELEMENTARY	.0065
81318	A55V011001871	Konica bizhub 754	SAN LEANDRO USD - GARFIELD ELEMENTARY	.0065
81400	A55V017000143	Konica Bizhub 754e	SAN LEANDRO USD - JEFFERSON ELEMENTARY SCHOOL	.0065
81315	A55V017000142	Konica Bizhub 754e	SAN LEANDRO USD - LINCOLN HIGH SCHOOL	.0065
81323	A55V017000131	Konica Bizhub 754e	SAN LEANDRO USD - WOODROW WILSON ELEMENTARY	.0065
60617	A1UE011002755	Bizhub 363	SAN LEANDRO USD - HIGH SCHOOL FRED KOREMATSU CAMPUS	.01
60618	A0PP011008885	Bizhub 601	SAN LEANDRO USD - HIGH SCHOOL FRED KOREMATSU CAMPUS	.01
60619	A0PP011008851	Bizhub 601	SAN LEANDRO USD - HIGH SCHOOL FRED KOREMATSU CAMPUS	.01
60620	A0PP011008834	Bizhub 601	SAN LEANDRO USD - HIGH SCHOOL FRED KOREMATSU CAMPUS	.01
64932	A0PP011013890	Bizhub 601	SAN LEANDRO USD - SAN LEANDRO ADULT SCHOOL COMMUNITY EDU	.01
64933	A0PP011013930	Bizhub 601	SAN LEANDRO USD - SAN LEANDRO ADULT SCHOOL COMMUNITY EDU	.01
B4051	30AE10116	Bizhub 350	SAN LEANDRO USD - SAN LEANDRO HIGH SCHOOL	.01