



# LES OLSON COMPANY

Account Rep: Mike Henry

CONTRACT #01-TOOCO-MPS-01  
As per State of Utah NASPO  
Contract #AR455

## PAY-PER-USE | SERVICE | SUPPLY CONTRACT

Sold To:

TOOELE COUNTY

Customer Name "Customer"

47 S MAIN STREET

Address

TOOELE

UT

84074

City

State

Zip

01-TOOCO

Customer ID

BRITTANY LOPEZ

435-843-3140

Contact

Phone Number

Purchase Order Number

CONTRACT DESCRIPTION	MONO RATE	BLACK ON COLOR RATE	COLOR RATE			TERM
MPS Rates	PLEASE SEE ATTACHED SCHEDULE A					36 Month Contract
All pages will be billed at the MPS rates indicated on the attached Schedule A. Billing for the full term of the <u>36</u> month contract will occur monthly based on actual page usage.						
<u>Additional contract details:</u>						
This contract covers all Customer-owned printers listed on the attached Schedule A.						

Contract pricing and terms of this agreement are quoted based on Les Olson Company (LOC) supporting all eligible printers within the organization and does not include any I.T./Network support. All printers of a similar model type must be supported unless an exception is given. Printers may be added at any time, assuming they are supported by LOC. Printer types not included in this agreement will be priced at the corresponding rate as they are added. There will be no charge to add printers unless they require parts, repair, or display 'toner low'. If a display shows 'toner low', LOC will Invoice the standard price of the cartridge upon setup. For color printers, any additional cartridges beyond the first cartridge that are 'toner low' upon setup will be invoiced at standard pricing. In the case that upfront printer repairs are needed, an estimate will be provided, and the repair must be completed prior to the printer's enrollment in the program. As part of this comprehensive Contract, Customer to allow the installation of the LOC Onsite managed print services software (installed as a service to run on a server or dedicated PC).

LOC will provide the following services:

#4 LOC Premier: Covers everything except paper & staples (Section 9).  INCEPTION DATE _____	✓ Toner Cartridge replacement ✓ Required Maintenance Kits ✓ Parts and Labor for all covered units ✓ Free supply delivery	✓ Automated Meter Gathering ✓ Complete Data Reports as Requested ✓ Loan Machines available ✓ Strategic Business Review
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By signing, you understand and agree to the Terms and Conditions:

Signed

James Alvela

Date:

6/2/21

Print

James Alvela

Title

CO Mgr

Accepted by Les Olson Company:

Signed

Mike Henry

Title

VP Service

Date:

6/2/2021

This is a non-cancelable Contract. See the Terms and Conditions on the reverse side.



MANAGED PRINT SERVICE AND SUPPLY CONTRACT  
TERMS AND CONDITIONS

1. Service calls under this Contract shall be made by Les Olson Company (LOC) during LOC's normal business hours. Service at times other than during LOC's normal business hours shall be furnished on Customer's request and at LOC's established labor and travel charges in effect at the time such service work (if available) is performed. Standard Business Hours are 8:00 a.m. to 5:00 p.m. MST for Utah locations, and PST for Nevada locations.
2. LOC can remove printers from this Contract if they are sold, transferred to locations outside the LOC service area, or otherwise removed from service. Devices covered under the terms of this agreement placed in storage, or otherwise not in use, may be billed a minimum monthly maintenance fee of \$10.00 per device.
3. During Contract period, LOC will invoice, monthly and in advance, pages stated on the face of this Contract. Overage pages will be billed at the end of each month. Invoice terms are Net 30. All past-due invoices will accrue a finance charge of 1 1/2% per month (ANNUAL PERCENTAGE RATE 18%). Customer is responsible to pay reasonable attorney's fees and all collection costs. Upon each yearly anniversary of this Contract, pricing in effect may be increased by LOC. LOC also reserves the right to adjust pricing at any time during this Contract in response to mono page coverage above 7% and color page coverage above 30%. If toner is included in this agreement, toner will be supplied within the cost per copy rate based upon the standard manufacturers yield. Excess toner usage, outside standard manufactures yield, will be billed at prevailing LOC standard rates.
4. During Contract period, LOC will provide, without charge, new or equivalent replacement parts on an exchange basis for parts which have been worn or broken through normal use. Unless covered by a maintenance agreement, all other parts furnished will be billed to Customer at LOC's published parts prices in effect at the time such parts are sold. See coverage type described on the face hereof.
5. Mileage may be charged for locations more than 50 miles from any LOC facility.
6. This Contract shall not apply to service or repairs made necessary by accident, misuse, abuse, neglect, theft, riot, vandalism, electrical power failure, fire, water or other casualty, or to repairs made necessary as a result of service by personnel other than LOC personnel or use of supplies or parts other than supplies or parts meeting LOC's published supply or part specifications for the equipment. Separate charges for repairs or replacements due to the foregoing shall be borne by the Customer at LOC's published rates for service work and published parts prices in effect at the time such service work is performed. Machine environmental condition location must be in compliance with manufacturer specifications.
7. If service work is required for issues beyond normal wear and tear (such as overhauls or remanufacture), LOC will submit a cost estimate for such service work. If such service work is authorized by the Customer, a separate invoice will be rendered therefore.
8. Devices added to this Contract may be subject to parts and labor charges for the first 30 days of their inclusion (for pre-existing service conditions). Current contract pricing based on installation of LOC onsite managed print services monitoring software. LOC reserves the right to adjust pricing at any time during this Contract in response to devices not reporting to monitoring software that require manual meter collection or cartridge yield billing.
9. All labor and materials, including any necessary replacement parts, will be furnished for equipment covered by this Contract, during the Contract term without charge, except for the following:
  - (a) MFP devices which utilize scanning technology, which may be billed separately for scans;
  - (b) Network installation and coordination, which will be billed separately;
  - (c) Font cartridges, firmware upgrades, third-party SIMM/DIMM accessories, HP Pro X printhead mechanisms, and all external interface cards; and
  - (d) Paper or staples and other finishing supplies.CUSTOMER ACKNOWLEDGES THAT LOC LIABILITY IS LIMITED TO THE REPLACEMENT OF PARTS AND/OR EQUIPMENT SERVICED BY LOC.
10. This Contract may not be assigned or transferred by Customer without LOC Management approval.
11. This Contract does not include applicable taxes. All taxes levied or imposed by any governmental authority, now or hereafter, shall be timely paid by the Customer.
12. This Contract, consisting of both sides of this page and attached Schedule A, constitutes the entire agreement between the Customer and LOC regarding LOC's service. The provisions hereof shall be deemed to accurately represent the intent of the parties, notwithstanding any variance with the terms and conditions of any order submitted by the Customer regarding LOC's service.
13. The term of this Contract is stated on the face hereof. This contract shall automatically be renewed at the end of this period unless either party gives the other written notice 30 days in advance that the contract is to be canceled. Upon contract cancellation, all supply items intended to be utilized under the terms of this contract will be returned to LOC or invoiced to Customer at prevailing LOC standard pricing.
14. Pricing and other proprietary or sensitive competitive information provided by LOC is considered confidential, and Customer agrees to keep such information confidential and not divulge the same to any person or use it for any purpose.
15. NON-CANCELABLE CONTRACT - THIS CONTRACT CANNOT BE CANCELED OR TERMINATED EXCEPT AS EXPRESSLY PROVIDED HEREIN.
16. DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN THIS CONTRACT, LOC DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.
17. LIMITATION OF LIABILITY. LOC'S TOTAL LIABILITY UNDER ALL PROVISIONS OF THIS CONTRACT WILL BE LIMITED TO THE TOTAL PAYMENTS RECEIVED FROM CUSTOMER UNDER THIS CONTRACT. IN NO EVENT WILL LOC BE LIABLE TO CUSTOMER OR ANY OTHER PARTY FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, AND WHETHER OR NOT LOC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

This Agreement shall be construed in accordance with the laws of the State of Utah