



800) 362-4333 **Phone**  
 (800) 697-8518 **Fax**  
 info@rhymebiz.com **Email**  
 www.rhymebiz.com **Web**

## Maintenance Agreement

CUSTOMER INFORMATION											
<b>Customer #:</b>						<b>Phone #:</b>	(414) 302-8260				
<b>Company Name:</b>	City Of West Allis					<b>Contact Name:</b>	Tony Warkoczewski				
<b>Address:</b>	7525 West Greenfield Avenue										
<b>City/State/Zip:</b>	Milwaukee WI, 53214					<b>Email:</b>	twarkoczewski@westalliswi.gov				
<b>Notes:</b>	Rates Locked for 60 Months Auto Toner Replenishment										
SERVICE CONTRACT INFORMATION											
<b>Billing Cycle:</b>	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually					<b>Monthly Base Amount:</b>					
<b>Excess Cycle:</b>	<b>Black</b>	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually					\$ <input checked="" type="checkbox"/> Usage				
	<b>Color</b>	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually					<input checked="" type="checkbox"/> CPI				
<b>XEROX DIRECT MA</b> <input type="checkbox"/> Yes <input type="checkbox"/> No											
<b>Start Date:</b>	<input checked="" type="checkbox"/> At Install <input type="checkbox"/> Other Date:					Lease #					
<b>Includes:</b>	<input checked="" type="checkbox"/> Toner (Color & Black) <input type="checkbox"/> Toner (Black Only) <input checked="" type="checkbox"/> Labor <input checked="" type="checkbox"/> Parts <input type="checkbox"/> Staples										
<b>Meter Collection Method:</b>	<input checked="" type="checkbox"/> FM Audit <input type="checkbox"/> Email					<b>Meter Read Contact:</b>	Tony Warkoczewski				
						<b>Meter Read Email:</b>	twarkoczewski@westalliswi.gov				
<b>Invoice Received by Email:</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					<b>Invoice Contact:</b>	Tony Warkoczewski				
						<b>Invoice Email:</b>	twarkoczewski@westalliswi.gov				
EQUIPMENT											
ID	Model	Serial #	Start B/W	B/W (Incl.)	B/W CPC (Incl.)	B/W (Excess)	Start Color	Color (Incl.)	Color CPC (Incl.)	Color (Excess)	
See attached spreadsheet											

Rhyme Business Products agrees with the undersigned customer ("Customer") to provide maintenance for the equipment and accessories described above ("Equipment"), subject to the terms and conditions set forth on the reverse of this agreement. Customer acknowledges that they have read and agree to the terms and conditions on the back.

**Authorized Signature – Dealer**

*Debbie Zwiss*

**Title**

**Client Manager**

**Date**

**3.9.21**

**Authorized Signature – Client**

**Title**

**Date**

## TERMS FOR MAINTENANCE AGREEMENT

1. **NETWORKING SERVICES** – This agreement does not include network services, such as, installing or updating software, installing or updating print drivers. Troubleshooting network devices, such as network hubs, switches, routers and cabling are not included with this agreement. These services will be billed at a hourly rate. Rhyme does offer various network business service agreements to support network service needs.
2. **DATA SECURITY** - This agreement does not include the removal of the hard drive for data security purposes. Data security and hard drive removal options can be purchased separately from this agreement. The client is responsible for the security of their data.
3. **SUPPLIES** – Any and all supplies used in equipment that is under Rhyme Business Products maintenance agreement must be purchased from or approved by Rhyme Business Products. Any requested service that is necessitated by the use of unauthorized supplies will be billable to the customer.
4. **PARTS REPLACEMENT**- Worn or damaged parts will be replaced at no additional charge providing that the damage is not caused by misuse or negligence on the part of the customer, its employees, agents, or third parties.
5. **ENGINEERING CHANGES** - where applicable engineering changes, which, in the Vendor's opinion, will improve the performance of the equipment, shall be installed at no additional charge.
6. **EMERGENCY SERVICE** shall be provided without additional charge during Vendor's normal business hours (8:00 a.m. to 5:00 p.m.) (Monday through Friday, holidays excepted). Travel and labor time plus travel expenses will be charged at established hourly rates for service rendered at the customers request after Vendor's normal business hours. Service that is provided beyond normal business hours is subject to the availability of service personnel.
7. **LIABILITY**- Vendor shall not be responsible for failure to perform its maintenance obligation due to strikes, fire, flood and other causes beyond its control. Vendor shall not be responsible for any accidents to or caused by the equipment or machine. Vendor shall not be liable for service or parts in the instance where anyone other than the maintenance contractor herein or his agent has worked on the machine nor where the customer damages the machine due to negligence or misuse. Vendor shall in no event be liable to customer or any other person for incidental or consequential damages which may arise as result of the performance of any obligation of its agreement
8. **LIMITATIONS**- Maintenance services shall not include electrical work external to the equipment, maintenance of accessories, attachments, equipment or devices unless specifically included on the face of this agreement.
9. **TAXES**- There shall be added to the maintenance charges (including any zone charges) amounts equal to any taxes, however designated, levied or based on such charges or on this agreement or on the services rendering or parts supplied pursuant herein. Including state and local privilege or excise taxes or amounts in lieu thereof paid or payable by Vendor, in respect to the foregoing, exclusive however on taxes of net income.
10. **TERMS & RENEWAL**-Vendor will render initial billing in advance receipt of a signed copy of this agreement. Terms are net ten days. This agreement shall be automatically self-renewing unless prior notice of termination is given in writing by either party not less than thirty days prior to renewal date. Rhyme reserves the right to cancel agreement at anytime. Renewal prices are subject to change in accordance with then current prices, not to exceed 10% increase. Alterations, attachments or specification changes may require an increase in maintenance rates. Early cancellations are non-refundable. **Annually renews.**
11. **ACCEPTANCE** of this agreement by Vendor is contingent upon a satisfactory credit report on the Customer, and (2) with regard to the dollar amounts and zone charges stated herein, the absence of any mathematical error or deviation from Vendors then current maintenance rates, and (3) receipt of the confirming copy of this agreement signed and approved by the Vendor's Service Manager and authorized representative.
12. **WARRANTY**- (1) All parts furnished hereunder will be free of defects in material and workmanship at the time of installation. (2) There are no other warranties, expressed or implied, which extend beyond the face of this agreement.
13. **OPTION** - When an option is installed in a customer's unit during the term of this agreement the customer agrees to pay in full upon receipt of Vendors invoice, the scheduled installation and maintenance fee for said option. The maintenance fee will be prorated over the remaining months of the customers' maintenance agreement.
14. **EQUIPMENT TRANSPORTATION** - Vendor is not liable for any shipping damages or loss of equipment in commercial transportation to or from Vendor's service location. Customer agrees to pay all commercial freight or transportation charges to and from Vendor's service location.
15. **Cost Per Image (CPI) Agreements** – When MA is part of CPI, the CPI contract terms and conditions supersede this contract. When CPI Lease ends the maintenance portion of the billing (renewal) will be direct billing from Rhyme versus Rhyme Leasing.



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## Maintenance Agreement Addendum

The Maintenance Agreement Addendum (The “Addendum”) is made and effective coterminous with the Maintenance Agreement

**BETWEEN:** Rhyme Business Products (The “Seller”)

**AND:** City Of West Allis (The “Buyer”)  
 7525 West Greenfield Avenue  
 Milwaukee WI, 53214

### Rhyme Auto Toner Replenishment Program

The Rhyme Auto Toner Replenishment Program is a Just-In-Time inventory program where Rhyme [The “Seller”] will monitor and track the Client’s [The “Buyer”] toner usage for their monitored devices. When a device’s supply level reaches a set threshold, Rhyme will automatically send a replacement order for that device. This program comes at no additional cost and includes shipping.

#### Program Requirements

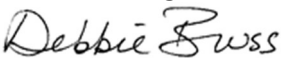
- Allow the installation of the FM Audit Onsite utility, which provides meter readings and supply levels to Rhyme. This utility must be installed on a Windows server or workstation and must be powered up 24/7. Security whitepaper provided upon request.
- All monitored devices must be networked
- Signed Addendum & Maintenance Agreement

By enrolling in this program, you agree and understand the following client responsibilities:

- All non-networked devices will not be monitored; it will be the client’s responsibility to order toner and provide meter readings to Rhyme at [meters@rhymebiz.com](mailto:meters@rhymebiz.com)
- All waste toner container levels will not be monitored
- All Staple levels will not be monitored
- Large Print Job Notification: If a large print job is planned for a device, please notify Rhyme ahead of time so we can proactively monitor the device for large runs
- Supplies must remain with the device noted on the packing slip enclosed at delivery

Disclaimer: If the program requirements and client responsibilities are not followed as outlined in the agreement, Rhyme is not responsible for any shortage of toner.

Rhyme (“Dealer”) agrees to enroll the undersigned customer (“Client”) in the Auto Toner Replenishment Program as described above, subject to the terms and conditions set forth on this agreement. Customer acknowledges that they have read and agree to the terms and conditions of this program.

Authorized Signature – Dealer	Title	Date
	Client Manager	3.9.21

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Authorized Signature – Client	Title	Date

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