



2000 E Randol Mill Rd. Ste 610, Arlington Texas 76011  
 P: 817-226-4646 F: 817-226-4647 www.amssinc.com

### AMSS EQUIPMENT MAINTENANCE AGREEMENT

**Customer Bill-To Information:**

Date 8/19/2014	Customer P.O.	AMSS Work Order #
-------------------	---------------	-------------------

<b>Customer Name</b> Johnson County Judge Office	<b>Billing Contact Name</b> Roger Harmon	<b>Title</b> County Judge
<b>Customer Address (line 1)</b> 2 Main Street	<b>Billing Contact Phone #</b> (817) 556-8360	
<b>Customer Address (line 2)</b>	<b>Billing Contact e-mail</b> countyjudge@johnsoncountytexas.com	
<b>City, State, Zip Code</b> Cleburne Tx 76033	<b>Billing Contact Fax #</b> (817) 556-8369	

**PAYMENT TERMS: PAYMENT WITH ORDER.**

Length of Term: 12 Months    Annual Charge: \$ 5,055.00    Sales Tax: \$ 0.00    Initial Check: \$ 5,055.00

Billing Cycle:  Monthly     Quarterly     Annually

**ITEMS INCLUDED: (Customer Initials Required)**

<input type="checkbox"/> Toner, Ink, Tape & Sealing Solution	<input checked="" type="checkbox"/> On-Site Service Labor	<input checked="" type="checkbox"/> Service Parts	<input checked="" type="checkbox"/> Preventative Maintenance	<b>Special Billing Instructions:</b> Effective Date: 10/1/2014 Thru 8/30/2015
				TAX EXEMPT

**Equipment Covered by this Equipment Maintenance Agreement:**

Item #	Asset Description	Asset Location
DM-900G	Automatic Digital Mail System	204 S Buffalo Ave Cleburne TX 76033
USPO	Power Stacker	204 S Buffalo Ave Cleburne TX 76033
LRPG	Laser Report Printer	204 S Buffalo Ave Cleburne TX 76033
MP30	Platform Scale	204 S Buffalo Ave Cleburne TX 76033

**CUSTOMER HAS READ AND AGREES TO THE TERMS AND CONDITIONS ON BOTH PAGES OF THIS AGREEMENT:**

Customer	Alternative Mailing & Shipping Systems, Inc.
	Signed By
Title County Judge	Title President/CEO
Printed Name Roger Harmon	Printed Name Craig Wasilchak
Date 10/14/14	Date 10/6/14

## ALTERNATIVE MAILING AND SHIPPING SYSTEMS TERMS AND CONDITIONS

### 1. Equipment Maintenance Agreement

Dealer will provide maintenance and emergency repair service as required, including new (or equivalent to new) parts and assemblies needed due to normal wear. Unless Customer operates Equipment during a second or third daily shift, Customer will pay the lowest appropriate annual rate. Rate adjustments will be made only at renewal time.

Customer may call for emergency repair or maintenance service during our normal business hours. There will be no hourly charges unless we perform service outside normal business hours. Lubricants and other materials needed to service your Equipment, except consumable supplies and rate program software for electronic scales, are provided without additional charge.

Repair made necessary due to negligence, misuse, external forces, loss of electrical power, power fluctuation, non Dealer service and the use of supplies not meeting dealer specifications, any relocation of the Equipment (not authorized by Dealer ) or any unusual access to Equipment on site is not covered under this Agreement and will be chargeable.

Where both base and measured rate charges apply, the accuracy of the information Customer agrees to provide is essential to the continuation of the Agreement. When estimated usage is the basis for a charge, adjustment based on actual usage will occur in a substantial invoice.

If Customer acquires new Equipment or an attachment to Customers existing covered Equipment or add a unit to a covered integrated system, Dealer will provide coverage for any qualifying attachment or unit and adjust Customer rate accordingly. If Customer does not elect to continue coverage on the replacement Equipment, Customer may cancel this Agreement within 30 days after the date of your renewal notice.

Dealer will provide emergency repair and maintenance service under this Agreement for length of term stated on Agreement after the effective date shown and will continue the Agreement in force after that date until Customer or Dealer provides the other party with 30 days written notice of cancellation. If cancelled, Dealer is not obligated to issue a credit or refund.

Customer initials are Dealers assurance that Signee has the authority to enter into this Agreement. Dealer acceptance is signified when Dealer authorized invoice is issued or by Dealer acceptance of Customer payment.

THIS AGREEMENT DOES NOT HAVE ANY IMPLIED WARRANTY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY ON CUSTOMERS EQUIPMENT. REPAIR OF THE EQUIPMENT IS CUSTOMERS SOLE REMEDY. DEALER DOES NOT ASSUME RESPONSIBILITY FOR ANY DAMAGES CUSTOMER MAY INCUR BY REASON OF THE FAILURE OF CUSTOMER EQUIPMENT TO OPERATE, INCLUDING INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES.

### 2. Repair

Repair work will normally be done on Customer premises during Dealers normal business hours, although Dealer can provide service outside normal business hours at an additional charge. If the Equipment is under Dealer Equipment Maintenance Agreement or covered by Dealer 30 day warranty, and Dealer needs to take Equipment back to the in office service department for repair, Dealer will be responsible for all transportation of covered Equipment.

### 3. Standard Terms

Equipment — Customer is responsible for suitable power sources, access & space according to our specifications.

Assignment of Customer rights or obligations under this Agreement must be approved by Dealer to make sure that there is no increase in Dealers risk of doing business.

Dealer is in no way liable for incidental or consequential damages for nonperformance of any obligations under this Agreement.

This is the entire Agreement between Dealer and Customer. No statement or prior understandings or other documents are effective if they are inconsistent with this Agreement or if they obligate Dealer in any way beyond what is written here. Any terms or any other document which adds to, varies from, or conflicts with these terms must be approved by Dealer in written and signed by both Dealer and Customer. Payment terms will be specified on face of invoice.