

Maintenance Agreement

Standley Systems LLC | 528 Iowa Avenue | PO Box 460 | Chickasha, OK 73023 | Phone: 405-224-0819

The words "you" and "your" refer to the client. "Vendor," "we," "us," and "our" refer to Standley Systems LLC.

CLIENT INFORMATION

FULL LEGAL NAME:

Cleveland County Treasurer's Office

BILLING ADDRESS:

201 S Jones Ave Ste 100 Norman, OK 73069-6076

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE):

EQUIPMENT INFORMATION

☐ SEE ATTACHED SCHEDULE FOR ADDITIONAL

ID NUMBER	MODEL	SERIAL NUMBER	MONO CPC RATE	COLOR CPC RATE
50975	Savin/Ricoh C4504EX	C737MB42262	.01	.06
47371	HP LJ M602N	CNBCD3W1DG	.0243	
47370	HP LJ M602N	CNCCDBJ07T	.0243	

BASE, OVERAGE, AND TERM INFORMATION

BASE BILLING CYCLE	OVERAGE BILLING CYCLE
☐ MONTHLY	☒ MONTHLY
☐ QUARTERLY	☐ QUARTERLY
☐ SEMI-ANNUALLY	☐ SEMI-ANNUALLY
☐ ANNUALLY	☐ ANNUALLY
BASE RATE	OVERAGE RATES
	for MONO pages over
BASE INCLUSIONS	for COLOR pages over
	TERM
	7/1/2026-6/30/2027

CLIENT'S AUTHORIZED SIGNATURE

BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS TWO-PAGE AGREEMENT. THIS AGREEMENT IS BINDING UPON OUR ACCEPTANCE HEREOF.

	(As Stated Above)	<i>Jimmy Richards</i>	Treasurer
DATE	CLIENT	SIGNATURE	TITLE

OUR ACCEPTANCE

	Standley Systems LLC	X	
DATE	VENDOR	SIGNATURE	TITLE

ADDITIONAL TERMS AND CONDITIONS

INSPECTIONS. We shall provide inspections as required, which may be made in conjunction with regular or emergency service calls. Inspections as well as all service calls shall be made during normal business hours.

PARTS. During the term of this Agreement, we will replace without charge parts which have been broken or worn through normal use and are necessary for servicing and maintenance adjustments. Except as herein stated, parts will be billed to you at our then-prevailing rates.

SUPPLIES. (a) During the term of this Agreement, upon your notification, we will send you new supply cartridges to replace depleted or nearly depleted cartridges in the equipment covered by this Agreement. Your notification of a need for replacement supplies must allow time for standard shipping. If you fail to notify us of your need for replacement supplies in a timely manner and you require expedited delivery, you agree to pay our then-prevailing fee for rush delivery. (b) You agree that you will not replace a depleted cartridge with a new cartridge until the depleted cartridge is empty. (c) The Base Rate and the Overage Rates in this Agreement are based upon you consuming supplies within manufacture specifications. If we determine that you have used more supplies than the manufacturer's recommended specifications, then you agree to pay reasonable charges for those excess supplies.

MEDIA. All media, including paper, you use to operate the equipment covered by this Agreement shall meet or exceed manufacturer specifications.

OEM. All supplies, including toner, you use to operate the equipment covered by this Agreement shall be Original Equipment Manufacturer (OEM) supplies.

NON-COVERED SERVICE AND REPAIRS. This Agreement shall not require us to provide services or repairs to any equipment made necessary (a) by accident, misuse, abuse, neglect, theft, riot, vandalism, electrical power failure, fire, water, natural disaster, or other casualty, (b) by your failure to abide by the Media or OEM requirements above, or (c) as a result of service by personnel who do not work for us. Separate charges for service, repairs, or replacements due to the foregoing shall be borne by you at our then-prevailing rates for parts, labor, and travel from time to time.

ACCESS. You agree to provide us access free of charge as may be reasonably necessary to maintain the equipment covered by this Agreement. This access includes but is not limited to parking, grounds, facility, "360 degree" equipment access, network, and systems.

NORMAL BUSINESS HOURS. All service calls under this Agreement on the equipment described on the face hereof will be made by us during our normal business hours.

IMAGE CHARGES AND OVERAGES. You are entitled to make the total number of images shown under the Image Allowances each period during the term of this Agreement. If you make more than the allowed images in any period, you will pay us an additional amount equal to the number of the excess images made during such period multiplied by the applicable Excess Image charge. Regardless of the number of images made in any period, you will never pay less than the Base Payment Amount. You agree to allow us to install a Data Collection Agent ("DCA") to facilitate the processing of meter readings. If a DCA is not installed or is disabled, you will provide us by telephone, email or facsimile with the actual meter readings when we so request. If we request you to provide us with meter readings and you fail to do so within seven days of our request, then we may estimate the number of images made and invoice you accordingly. If three consecutive requests for actual meter readings go unanswered, a technician shall be dispatched to the Equipment to gather the meter readings and a charge of \$25.00 per device will be assessed to you. No retroactive adjustments will be made to the estimated meter readings. You agree that the Base Payment Amount and the Excess Image charges may be proportionately increased at any time if our estimated average page coverage is exceeded. ~~After the end of the first year of this Agreement and not more than once each successive twelve-month period thereafter, the Base Payment Amount and the Excess Image charges (and, at our election, the Base Payment Amount and Excess Image charges under any subsequent agreements between you and us that incorporate the terms hereof) may be increased by a maximum of 15% of the then-existing payment or charge.~~ Images made on equipment marked as not financed under this Agreement will be included in determining your image and overage charges.

TAXES AND FEES. This Agreement does not include taxes. All taxes levied or imposed now or hereafter by any governmental authority shall be paid by you in accordance with law. You agree to pay when due all taxes, including fines and penalties, relating to this Agreement. If we pay any of the above for you, you agree to reimburse us and to repay us a processing fee for each payment we make on your behalf. We may charge you a reasonable fee to cover documentation and investigation costs.

ASSIGNMENT. This Agreement may not be assigned by you.

TERMINATION. This Agreement may be terminated by either party with thirty (30) days' written notice.

END OF TERM. At the end of the Term of this Agreement (or any renewal term) (the "End Date"), this agreement shall renew month to month unless you provide us with written notice at least thirty (30) days prior to the End Date.

SOFTWARE/DATA. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason. You assume all liability for the disclosure of said data and/or images, and you hold us harmless from any and all claims, including attorney fees and costs, for any disclosure of said data and/or images. You acknowledge your full responsibility for any damages and/or financial penalties which may be incurred.

EQUIPMENT USE. You will keep the Equipment in good working order. You agree that you will not take the Equipment out of service and have a third party pay (or provide funds to pay) the amounts due hereunder. You will comply with all laws, ordinances, regulations, requirements and rules relating to the use and operation of the Equipment.

MISCELLANEOUS. This Agreement constitutes the entire agreement between you and us with respect to our service of the equipment identified on the face hereof. The provisions hereof shall be deemed to accurately represent the intent of both parties, notwithstanding any variance with the terms and conditions of any other information submitted by you in respect to our service. This Agreement shall remain in full force and effect for the Term noted on the face hereof. Your obligation to pay all accrued charges shall survive any termination of this Agreement.

APPROVED BY THE BOARD OF COUNTY COMMISSIONERS, CLEVELAND COUNTY

APPROVED this _____ day of _____, 20_____.

BOARD OF COUNTY COMMISSIONERS
CLEVELAND COUNTY, OKLAHOMA

Chairman _____

Commissioner _____

Commissioner _____

Approved by County Dept:

Department Head



ATTEST:

Pam Howlett, County Clerk

Approved as to Form and Legality:

Assistant District Attorney