



A Xerox Company

At ComDoc it's our mission

To provide an unparalleled customer experience through the power of people, technology, and innovation.

DOCUMENT MANAGEMENT AGREEMENT

2019

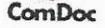


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Revised 1/8/19

ComDoc

2019 Document Management Agreement



We have written this Document Management Agreement (the "Agreement") in simple and easy-to-read language because we want you to understand its terms. Please read this Agreement carefully and feel free to ask us any questions you may have about it. We use the words You and Your to mean the customer. The words We, Us and Our refer to ComDoc.

Legal Customer Name		Mailing Address	
City of Willoughby Hills		35405 CHARDON RD	
City	County	State	Zip
WILLOUGHBY HILLS	Lake	OH	44094-9195
Equipment Location, if other than customer's address above		Address	
City	County	State	Zip

Federal Taxpayer ID: _____

- We agree to provide to You the Equipment listed in 3 below and You promise to pay Us the minimum monthly payment in 2 below according to the following pricing.
- Minimum Monthly Payment: \$485.00 Term of Agreement 63 Months

<p><u>Black Impressions</u></p> <p>Up to <u> 1,500 </u> black impressions per month</p> <p>Additional black impressions at \$ <u> 0.01200 </u> per impression.</p>	<p><u>Color Impressions</u></p> <p>Up to <u> 500 </u> color impressions per month</p> <p>Additional color impressions at \$ <u> 0.08000 </u> per impression.</p>
<p><u>Black Managed Print Impressions</u></p> <p>Up to <u> 5,000 </u> black MP impressions per month</p> <p>Additional black impressions at \$ <u> 0.01850 </u> per impression.</p>	<p><u>Color Managed Print Impressions</u></p> <p>Up to <u> 250 </u> color MP impressions per month</p> <p>Additional color impressions at \$ <u> 0.15000 </u> per impression.</p>

3. Equipment covered by this Agreement: SEE ATTACHED SCHEDULE A (Signed by Officer)

(1) 7025, (1) 7020

If any taxes are due, You agree to pay the tax in addition to Your monthly payment. Payments are due monthly beginning _____ and continue on the same day of each month until fully paid. You agree to pay for the monthly minimum number of impressions at the base charge per impression, even if You produce less than the minimum number of impressions. An impression is defined as a standard 8.5" x 11" print/copy. You agree that after You sign, We may insert or correct any information missing on this Agreement, including Your proper legal name. You agree to all the terms and conditions shown on this Agreement to include pages 2 and 3, that those terms and conditions are a complete and exclusive statement of Our agreement and that they may be modified only by written agreement and not by course of performance. You agree that this Agreement cannot be terminated except as provided for in this Agreement. You also agree that the Equipment will not be used for personal, family or household purposes. You acknowledge receipt of a copy of this Agreement. We have no obligation to You until We accept this Agreement by signing below. No separate amendments to this contract are valid unless signed by a ComDoc Corporate Officer.

Accepted on: _____
 X
 (ComDoc Acceptance)

Dated _____, 20____
 X
 (Customer Acceptance)

 (Printed Name)

 (Title)

(Continued from page 1 of 3)

4. **Transition Billing:** In order to facilitate a uniform billing cycle, this Agreement will begin within 30 days of the Equipment's installation date ("Effective Date"). You agree to pay a prorated amount for the period between the installation date and the Effective Date. This payment will be based on the minimum monthly payment prorated on a 30-day calendar month and will be added to Your first invoice.
5. **Additional impressions:** You agree to notify Us of meter readings upon request. Meters will be reconciled quarterly and You will be billed for any additional impressions based on the additional impression rate. If impressions are not included, meters will be reconciled on a monthly basis based on actual usage. We have the right to invoice estimated meter reads or assigned volumes based on industry benchmarks if actual meter reads are not available.
6. **Late Charge:** If any part of a payment is more than 10 days late, You agree to pay a late charge of 10% of the scheduled payment.
7. **Automatic Agreement Renewal:** You shall provide Us written notice with Your intention to exercise Your option to return all, but not less than, all of the Equipment covered under this Agreement. The written notice must be received no less than 90 days, but not more than 120 days prior to the expiration date of this Agreement term. If You elect to return the Equipment to Us at the expiration of the original or any renewal term of the Agreement, You agree to return the Equipment in accordance with paragraph 10. If We have not received written notice from You of Your intention to return the Equipment at Your expense, or if You do not return the Equipment after providing notice, this Agreement will automatically renew for succeeding one-year periods commencing at the expiration of the original term. If renewed, the first renewal payment will be due the first day after the original term expires.
8. **Ownership of Equipment:** We are the owner of the Equipment and have title to the Equipment. You agree to keep the Equipment free and clear of all liens and claims.
9. **Warranties:** We pass along to You all manufacturer warranties on this Equipment. **WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABILITY.** ComDoc shall in no event be liable for any indirect, special or consequential damages or lost profits suffered or claimed to have been suffered by Customer as a consequence of any deficiency or insufficiency therein and/or in any services, supplies or spare parts provided to Customer by ComDoc. ComDoc's liability to Customer, if any, shall in no event exceed the total amount paid to ComDoc hereunder by Customer.
10. **Location of Equipment:** You will keep the Equipment at Your address as identified within this Agreement. You agree that the Equipment will not be moved from that address unless You get Our written permission in advance. If You exercise Your option to return the Equipment at the end of the term, You will immediately return the Equipment to Us in good condition to any place We designate. You will prepay all expenses of crating and shipping and You will properly insure the shipment.
11. **Loss; Damage; Insurance:** You agree to keep the Equipment fully insured against loss until this Agreement is paid in full and to have US and Our assigns named as lender's loss payable. You also agree to maintain public liability insurance covering both personal injury and property damage and You shall name US and Our assigns as additional insured. You agree to provide US certificates or evidence of insurance acceptable to Us, before this Agreement term begins. If You do not provide Us with acceptable evidence of insurance, We may, but will not be required to either 1) obtain such insurance for You and You will pay Us for the insurance premiums and related charges on which We may make a profit, or 2) We will add a monthly fee as a result of Our administrative costs and credit risk, on which We may make a profit.
12. **Indemnity:** You agree to reimburse Us for and to defend Us against any claim for losses or injuries caused by the Equipment. This indemnity obligation will continue even after the termination of this Agreement.
13. **Taxes and Fees:** You agree to pay a one-time documentation fee, all sales and use taxes, personal property taxes and all other taxes and charges, license and registration fees, relating to the possession or use of the Equipment as part of this Agreement or as billed by Us. You agree that if We pay any taxes or charges on Your behalf, You shall reimburse Us for all such payment. You agree that We have the right to bill applicable personal property taxes on an annual basis, with an administrative fee. You also agree to reimburse Us upon demand for any filing, releasing and associated fees incurred by Us in connection with any UCC financing statements or other filings. We may make a profit on any fees.
14. **Assignment:** You have no right to sell, transfer, or assign the Equipment or this Agreement. You agree that We may assign this Agreement without notice. If We do assign this Agreement, the new owner will have the same rights and benefits that We have now and ComDoc remains responsible for all of the obligations committed in this Agreement and the assignee is not responsible for such obligations. You agree not to assert against the new owner, assignee or secured party any claim, defense or right of offset that You may have against Us.
15. **Default:** This Agreement may not be prepaid and is non-cancelable, except as stated in the Accountability Guarantee. If You do not pay any payment when due or if You break any of Your promises in this Agreement, You will be in default. We agree to provide You with written notice and a 15-day period of time to remedy the situation before exercising this clause. If You default, We can require and You will immediately pay the remaining payments under this Agreement and, at Our option, pay to Us an amount equal to Our residual interest in the Equipment as indicated by Our records or return the Equipment to Us pursuant to Section 10. It is further agreed that Your rights and remedies are governed exclusively by this Agreement. We can also use any of the remedies available to Us under the Uniform Commercial Code. If We refer this Agreement to an attorney for collection, You agree to pay Our reasonable attorney's fees and actual court costs. If We have to take possession of the Equipment, You agree to pay the cost of repossession. You agree that We will not be responsible to pay You any consequential or incidental damages for any default by Us under this Agreement.
16. **Other Rights:** You agree that any delay or failure to enforce Our rights under this Agreement does not prevent Us from enforcing any rights at a later time.
17. **Finance Lease:** You agree that this Agreement is a Finance Lease under Article 2A of the UCC. To the extent permitted by applicable law, You hereby waive any and all rights and remedies conferred upon You under UCC Sections 2A-303 and 2A-508 through 522. If it is determined that this Agreement constitutes a secured transaction, You hereby grant to Us a security interest in the Equipment and all proceeds thereof. You authorize Us to record a UCC-1 financing statement or similar instrument in order to protect Our interest in the Equipment. You hereby appoint Us as Your attorney-in-fact to sign Your name to any document for the purpose of filing returns associated with any taxes, so long as the filing does not interfere with Your right to use the Equipment.
18. **Legal Venue:** This Agreement and the respective rights and obligations of the parties shall be construed in accordance with and governed by the laws of the state of Ohio or the state of its assignee's principal place of business, as elected by Us or Our assignee. Both parties agree to waive their right to a jury trial.
19. **Miscellaneous:** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same document; provided, however, only the counterpart that is marked "Original" and is in our possession shall constitute chattel paper under the UCC. The parties further agree that this Agreement and any related documents hereto may be authenticated by electronic means and You acknowledge that You have received a copy of this Agreement and agree that a facsimile or other copy containing Your faxed, copied, or electronically transmitted signature and Our original signature (whether affixed by or on behalf of Us) and held by Us will be the sole "original" chattel paper and will be admissible as evidence of this Agreement. You waive notice of receipt of a copy of this Agreement with Our original signature. You hereby represent to Us that this Agreement is legally binding and enforceable against You in accordance with its terms.
20. **Accountability Guarantee:** For the Equipment in Section 3 that we service, should You experience more than three (3) emergency service calls per month on provided Equipment for three (3) consecutive months (preventative, operator error, or volume-related issues excluded), We will: 1. Within 30 days written notice from You to our Branch Manager of any Equipment failure, at Our option We will either repair the Equipment to correct the problem or replace the item of Equipment with one of comparable features. 2. We will have thirty (30) days to correct the problem. If We fail to correct the problem or replace the Equipment, then You may cancel this particular unit(s) with no further obligations for it after return of the Equipment and payment of all invoices through the date of removal and final meter reconciliation. This Agreement or any portion thereof is non-cancelable for any other reason.
21. **USA Patriot Act Notice:** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity.

Customer Initials _____

Date _____

Our Agreement also covers the following:

- a. Full Maintenance covering all devices identified in Section 3 on Page 1 or Schedule A (hereinafter the "Equipment"). Full maintenance includes all parts, labor, and travel. We can also provide non-hardware related support on a time and material basis.
- b. All Toner/Ink. All supplies We provide are not for resale, and You agree to return to Us any supplies not used. We may charge You a monthly supply freight fee to cover Our costs of shipping supplies to You. Delivery of supplies above manufacturer's suggested yields for Your impression volume may result in increased charges.
- c. If this Agreement includes managed print services, printers will be identified on Addendum A. In order to add a printer to this Agreement, You will provide Us a printer configuration page which includes the printer model, serial number and current print meter. All like models will be included in this Agreement. If We discover a printer that is not part of this Agreement, You agree to add the printer to this Agreement and begin paying the cost per page (or flat rate, if not networked) in effect from the current meter read. You will notify Us of any additional printers at Your site capable of using toner cartridges that We provide. In the event that a printer model is added, but the model is not a like model, You agree that We can add this printer at the current pricing levels in effect for that particular model.
- d. We will provide, at Your written request, semi-annual printouts of service histories on all Equipment covered by this Agreement to verify that no unit has fallen below the reliability standards specified in this Agreement.
- e. Your minimum monthly payment and overage amount, if any, are defined on page 1 of this Agreement. We may increase Your minimum monthly payment by no more than 5 percent per year, and Your overage amount by no more than 10 percent per year, effective on each anniversary date of the Agreement.
- f. This agreement includes FM Audit software licenses for the term of this Agreement. You agree that if You opt out of utilizing FM Audit You will register and submit monthly meter reads via the ComDoc website at my.comdoc.com.
- g. We provide a thirty (30) day warranty (from the date of install) on professional services performed during the implementation of Your Equipment. During the warranty period there will be no charge for additional onsite support. We will provide additional professional services and support, either in person or remotely, beyond the thirty (30) day warranty on a time and material basis.
- h. You agree to use Our 3-step remote connectivity process that will allow Us to proactively install Your network information on the Equipment prior to delivery to Your location. 1) We will contact your IT resource for Your primary network information, 2) We will assist your IT resource in loading the necessary print drivers on Your server for up to 5 individual computers, 3) We will remove your existing devices when your new Equipment is installed. During this process, if You have any questions or need assistance, please contact our Customer Support Team at 800-321-4846.

<u>Sharen Michney</u>	<u>finance@willoughbyhills-oh.gov</u>	<u>(440) 918-8732</u>
IT Resource Name	IT Resource Email	IT Resource Phone Number

i. If You choose on-site installation, We will charge You \$ _____ for this service. _____ (Customer's Initials)

j. You acknowledge that this Agreement includes the following software and/or other items and related maintenance and support for the terms indicated below.

<u>Description</u>	<u># of Months Included in Contract</u>
1) _____	_____
2) _____	_____
3) _____	_____
4) _____	_____

Any additional software not listed above or maintenance and support beyond the term indicated above are in addition to this Agreement. You will be billed for Software support at the then current rate that is beyond the initial number of months included above until you notify us of support cancellation. If software is included in this agreement, you agree to pay the Minimum Monthly Payment in Section 2 on page 1 of 3 even if the software has not been installed and/or the scope of work has not been completed. Any other professional services and analyst coverage in addition to an initial statement of work and install warranty will be provided on a billable time and material basis.

3 of 3

Customer Initials _____ Date _____



ComDoc Connect

Customer Information and Requested Services

Customer: City of Willoughby Hills
 Address: 35405 CHARDON RD
WILLOUGHBY HILLS, OH 44094-9195

Billing Phone Number: (440) 918-8732

Network Administrator Sharen Michney
 Admin. Phone Number (440) 918-8732
 Admin. Email Address finance@willoughbyhills-oh.gov
 Alternate Contact _____
 Alt. Contact Phone Nbr _____
 Authorized Signer _____
 Authorized Signer Phone Nbr _____
 ComDoc Prof. Services Engineer _____

Sales Rep drussell

Covered services (check ALL that apply)

- Standard Network Print Connection
 Number of Workstations _____
 Operating System _____
- Standard Scanning Option
 Number of Workstations _____
 Operating System _____
- Scan to Email Scan to Folder
- Fax Option (PC Fax) Internet Fax

List Equipment or Xerox Model Numbers:

(Attach separate sheet for additional locations.)

(1) 7025, (1) 7020

Support Services

1. The equipment listed above is covered under **ComDoc Connect**, ComDoc's Connectivity Remote Support agreement. This agreement covers the services of our Professional Service Engineers in supporting the connectivity of the office equipment purchased or leased from ComDoc and listed above.
2. **ComDoc Connect** remote services provide continued support for the printing, scanning and connectivity functions of multi-functional products originally installed under ComDoc's Installation.
3. ComDoc will provide our highest level resources to support your individual connectivity requirements. Our Professional Services Team will assist your Network Administrator, IT Support Staff and office personnel to resolve any issues with connectivity, printing, scanning and/or faxing for the equipment covered under this agreement. Our Team's goal is to help resolve any problems promptly to help your staff be more productive and operate more efficiently.
4. It is the responsibility of the customer to perform all necessary operating system and application updates to the computers and/or servers. The customer is also responsible for performing system and data backups of all computers and servers. ComDoc bears no responsibility for any damage done to, or for information lost from said PC's, servers, or other network hardware.
5. **ComDoc Connect** remote services do not include equipment relocation or reinstallation. Also not included under **ComDoc Connect** are equipment failures, maintenance or malfunctions, which are covered under a separate agreement. Support for document management software, EIP solutions (Scan to PC, ScanFlowStore, Docushare, etc.), scanning software, forms management applications, computers, servers and networks is also not included under **ComDoc Connect**.
6. **ComDoc Connect** remote services are provided during normal business hours, 8 am to 5 pm, Monday through Friday, except on holidays.
7. **ComDoc Connect** remote services provided after hours, or on weekends or holidays, if available, will be billed at the standard rates in effect at the time the service call is performed.

ComDoc Agreement Clarifications

On-going ComDoc Connect support includes:

- Remote support for printing and scanning issues *
- Replacement of corrupted print and/or scan drivers
- Installation of firmware updates for connected product
- New version releases of print and/or scan drivers
- Support for configuration of multi-functional systems
- Installation and testing of system upgrades & software **

* Onsite support may incur further costs

** System upgrades and software must have been purchased from ComDoc to be installed and tested under this agreement

Customer Responsibilities:

- Maintain proper power and telephone line, if applicable
- Provide active network connection near equipment
- Provide all network cables
- Provide proper credentials for print/scan setup
- All computer & server data backups completed
- All updates and service packs to computers completed

Covered Operating Systems and Applications

Workstation Operating Systems: Win XP, Win 7, Win 8.1, Win 10, MAC 10.5, 10.6, 10.7, 10.8, 10.9

Networking Operating Systems: Win 2003 (32 or 64 bit), Win 2008 (32 or 64 bit), Win 2011 (32 or 64 bit), Win 2012 (32 or 64 bit), MAC OSX

Miscellaneous Terms and Conditions

All third party application support is provided on a billable, best effort basis. Best effort is based upon ComDoc's experience, ability to contact the customer's vendor support, and customer knowledge. ComDoc makes no representation of any ability to support best effort applications. In support of software applications and other ancillary products, customer may incur third party vendor technical support charges. This agreement shall not apply to any system failures resulting in whole or part from accident, abuse, misuse, theft, neglect, computer viruses, acts of third parties, fire, water, excess heat or cold, casualty, or any other natural force, and any loss or damage occurring from uncontrollable circumstances. ComDoc may withhold service or support or terminate this Agreement if customer fails to comply with any of the items or conditions of this agreement, or is thirty days past due on any ComDoc invoice. This Agreement is not transferable, nor refundable. Contract is subject to an annual increase. The Effective Date of this contract will be the 1st day of the month following the equipment delivery or contract signature date. This agreement may be prorated to run coterminous with your current contracted equipment.

Confidentiality

All disks, tapes, media, process reports and information of any nature that are made available by the Customer, or that become available to ComDoc by virtue of this Agreement or the relationship created by this Agreement, shall be held in strict confidence by ComDoc. Such confidential disclosures that are made or such confidential information that become available to ComDoc are subject to the confidentiality clause.

ComDoc Connect Fees

ComDoc Connect Support Services rate

1st to 20th MFP Units	2	@	\$100 per unit per year	=	\$200
21st to 40th MFP Units	0	@	\$90 per unit per year	=	\$0
Additional MFP units at 41st +	0	@	\$50 per unit per year	=	\$0
			TOTAL	=	\$200

Conclusion

Upon Approval by ComDoc, this Agreement will renew automatically for succeeding one-year periods commencing on the expiration of the original term, unless Customer notifies ComDoc within 30 days prior to the expiration date of this Agreement or any subsequent renewal periods.

Approved X _____

Date _____

Declined X _____

Date _____

ComDoc Connect has been explained and I/we understand the limitations of this agreement

ComDoc Officer Approval: _____

Date _____

Building service	INKJET	none	HP	OFFICEJET 8740
Mayor GM	BW-LJ	monochrome	HP	1018
Council	BW-LJ	monochrome	HP	PRO P1102w
Service Tom	CLR-MFP	color	HP	M477fdw MFP
Building service Mark	INKJET	color	HP	Envy 4500
Chief fire	INKJET	color	HP	Envy 4500
Police	CLR-MFP	none	Brother	MFC-L8900cdw
Police	CLR-LJ	none	HP	CP2025dn
	BW-LJ	none	HP	1320
	BW-LJ	none	HP	600 M602
Rec	BW-MFP	none	HP	PRO MFP M225dw
Rec	CLR-LJ	none	HP	CP1518NI
	BW-LJ	none	Lexmark	T642
Fire	CLR-MFP	none	Samsung	C1860

*M602 – Court

*Lex T642 - Finance