

PURCHASE AGREEMENT



MADE THIS _____ day of _____, 2022 by and between Benchmark Business Solutions, referred to as "Vendor," AND Customer Lamb, County of dba Lamb County District Clerk hereinafter referred to as "Customer".

Delivery Address 100 S. 6th Drive City Littlefield State TX Zip 79339
Bill to Address Same City _____ State _____ Zip _____

WHEREAS, Customer desires to acquire certain equipment; and WHEREAS, Vendor desires to provide and deliver such equipment to Customer in accordance with this agreement and any additional exhibits added including the Customer Requirements Input Form (CRIF).

NOW, THEREFORE, Customer and Vendor mutually agree as follows:

► **Effective Date.**

This agreement becomes effective when signed by Customer and accepted by Vendor. Vendor shall not be obligated to accept any such agreement, which has not been signed and delivered to Vendor by Customer within fourteen (14) days of the date Customer shall have received this agreement for review.

► **Cost.**

The purchase price for equipment and/or services listed above shall be \$ 11,112.06 plus tax, unless a tax exempt certificate is provided. This price includes standard delivery and installation where applicable, such other items or services as may be specifically set forth herein or in schedules attached hereto and made a part hereof.

► **Delivery.**

The equipment described herein shall be delivered based on availability unless otherwise requested: asap. Customer will be notified of any delays or backorders.

► **Returns.**

No cash refunds will be issued. For returns tendered under this agreement to be effective, the vendor must receive written notice of that return at its headquarters within 14 days after delivery. Returns are allowed only if nonconformity is substantial and noncurable. All returns must be shipped back to the location provided by the vendor at the customer's expense. Vendor has the right to refuse any returned goods or to credit the customer with a lesser amount paid, if the goods are damaged through improper packing or improper handling at customer's location. A 15% restocking fee (plus all services performed) will be charged for all orders not canceled within 3 days of the effective date signed by the customer.

► **Customer Acceptance.**

The product(s) shall be deemed accepted by Customer upon delivery.

► **Documentation.**

With the delivery of the product, Vendor shall include any published manuals or other documentation supplied with the product(s) by the manufacturer, developer or distributor for distribution to end user customers.

► **Training.**

Any training to be provided by Vendor to customer or its employees shall be listed in the Transaction and Scope section; and any such training shall be scheduled following installation at the delivery address listed. Any training in addition to that set forth in this agreement shall be provided, subject to availability, at the then current rate of Vendor.

► **Title.**

Vendor warrants and represents that the product(s) shall be the property of the Vendor and that the Vendor shall be capable of transferring title.

► **Taxes.**

Customer hereby agrees to be responsible for and to pay any and all sales taxes levied by federal, state or local governments, and such taxes shall be collected by Vendor pursuant to Cost section above; and, in addition, Customer shall indemnify and hold Vendor harmless from payment of any taxes, including but not limited to sales, use, or personal property taxes when and if Vendor is required to pay such tax based on this agreement.

► **Effect.**

This agreement shall be binding upon and shall remain in effect to the benefit of the legal successors and assigns of the parties hereto.

► **Customer Understanding.**

CUSTOMER ACKNOWLEDGES HE/SHE HAS READ AND UNDERSTANDS THIS AGREEMENT (CONSISTING OF THE TERMS AND CONDITIONS HEREIN SET FORTH AND THOSE CONTAINED IN ANY ATTACHMENTS INCLUDED HERETO AND MADE A PART HEREOF) AND, BEING SATISFIED, SHALL BE BOUND BY ITS TERMS AND CONDITIONS. THIS AGREEMENT SUPERSEDES ALL PRIOR COMMUNICATIONS BETWEEN THE PARTIES, INCLUDING ALL ORAL AND WRITTEN PROPOSALS NOT SPECIFICALLY INCLUDED HEREIN.

BENCHMARK REPRESENTATIVE

CUSTOMER REPRESENTATIVE

Signature _____
Title Account Manager
Printed Name Steven Jones
Date _____

Signature [Handwritten Signature]
Title County Judge
Printed Name James M. Schulz
Date 3/08/22

PURCHASE AGREEMENT - EXHIBIT A



This Equipment Schedule A is to be attached to and become part of the item description for the Agreement dated _____ by and between the undersigned and BBS Financial Services, LLC.

► **Transaction and Scope.**

Vendor agrees to provide to Customer and Customer agrees to acquire from Vendor those items in Exhibit A.

ITEM	DESCRIPTION	QUANTITY
Xerox c8155	Color 55 ppm MFP with Finisher	1
	Contract # 030321-XOX	
	Contract Customer ID# 4877	

► **Customer Responsibilities.**

Customer shall be responsible for timely site preparation including, but not limited to, the provision of adequate electrical power and sufficient number and type of electrical outlets, dust and smoke control provisions, adequate furniture, and sufficient workspace for Vendor's personnel to perform installation. Customer shall be responsible for equipment cabling except as specifically set forth herein to be provided by Vendor. In the event Customer shall be required to provide specific additional equipment prior to installation, said equipment shall be itemized in Exhibit A.

Maintenance Agreement - New Equipment

CUSTOMER (hereinafter referred to as "You" or "Your") DATE: **3/25/2022**

FULL LEGAL NAME
Lamb, County of - dba Lamb County District Clerk

INSTALL ADDRESS City, State and Zip County
100 6th Drive Littlefield TX 79339

METER COLLECTION SOFTWARE CONTACT EMAIL ADDRESS PHONE NUMBER

BILL TO ADDRESS (if different from above) City, State and Zip County

Agreement Summary:

See Appendix B

NO

Sales Rep:

Steven Jones

Device Make	Device Model	Monthly Service Base Amount	Install Location *if different from above	Monthly Image Allowance		Contract Usage Per Image Charge (Plus Tax)	
				B&W	COLOR	B&W	COLOR
Xerox	c8155	\$36.10		1,000	250	\$0.0920	\$0.0685

Agreement Options

Billing Frequency Option

Monthly

Contract Term

3 year

Monitoring Software

YES/\$0

Electronic Invoicing

NO

Smart Center Analyst Services (SCAS)

NO

Included: All Travel, Parts and Labor (including drums, PM kits, toner and developer), Access to the Benchmark Smart Center

Exterior Plastic, and Glass

Not Included: Paper, Staples,

**Installation of monitoring software is required for all print devices as specified in the full terms and conditions. Failure to provide access to monitoring software, will result in a \$20 monthly admin fee per device for manual meter collection. DCA option declined-please understand that all service, supplies and meter reads will be a manual process requiring input from you the customer.

**Base Charges are billed in Advance and Overage is billed in Arrears.

**Billing payment period is monthly unless otherwise indicated.

**\$10 per device Includes: Set up of print drivers on new computers, install network scanning on server, install Scan-To-PC software, setup scan to email, setup fax & LAN fax, setup equipment accounting.

Special Provisions:

Pricing Fixed for 3 years - Contract #030321-XOX, Contract Customer ID#4877

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THIS PAGE, THE REVERSE SIDE, ATTACHED EQUIPMENT LIST, ANY APPLICABLE ADDENDUMS, ALL OF WHICH PERTAIN TO THIS AGREEMENT AND WHICH YOU ACKNOWLEDGE HAVING READ. THIS AGREEMENT IS NOT BINDING UNTIL ACCEPTED BY US. YOU CERTIFY ALL ACTIONS REQUIRED TO AUTHORIZE EXECUTION OF THIS AGREEMENT, INCLUDING YOUR AUTHORITY, HAVE BEEN FULFILLED.

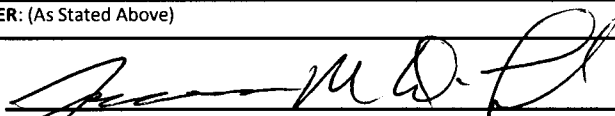
CUSTOMER: (As Stated Above)

By:

Signature

Print Name & Title:

Date:



James M. DeLoach County Judge

3-28-2022

Maintenance Terms & Conditions

GENERAL TERMS

- 1. Definitions.** The words "you" and "your" mean the legal entity identified in "Customer Information" fields above, and "we," "us" and "our" mean Benchmark Business Solutions, Inc. "Device(s)" means the items identified in "Equipment" above and in any attached Equipment Schedules, or future Addendums. "Base" rates refer to static monthly charges for service. "Allowance" means the number of copies included in the Base charge. "Usage Per Image Charge" means the applicable prints or copies made in excess of any stated allowance.
- 2. Payments and Late Payments.** You agree to pay us the full amount due for all Base charges, Usage charges, and billable service or supply charges by the due date listed on the invoice. If any amount payable to us is not paid when due, you will be subject to interruption of covered services and a late charge up to three (3) percent of the overdue balance. Billing disputes must be submitted to us no later than the due date listed on the invoice to avoid late charges or service interruption. ACH or Credit Card draft payment method may be required for certain coverage plans or contract terms.
- 3. Renewal.** We may annually increase both the Base rate and Overage rates by amounts determined at our discretion, but not to exceed 15% of the then current payment and/or rate in each year.
- 4. Term.** The term of this agreement will be based on the length selected above or based on the length of active lease agreements, whichever is longer. Minimum term requirements may vary based on equipment lease agreements and selected coverage plans. Commencement date and coverage will begin on the date of new equipment installation or ten (business days) from the date of confirmed monitored status, whichever is later.
- 5. Covered Equipment.** Services selected above will be provided to those devices listed under Equipment.
- 6. Cancellation Notice.** We maintain responsibility covered under customer selected services for the full term of this agreement until either party provides written notice of cancellation with 60-days' notice. If your agreement term is based on an active equipment lease agreement, all lease terms and conditions must be met before cancellation requests are accepted. If we elect to cancel this agreement, written notice will be sent to the contact and address listed above.
- 7. Liability.** The parties agree that we will not be liable for any consequential damages of any nature caused to the business or property of Owner of Equipment ("Company") by any failure, defect, or malfunction of equipment to be maintained by us.
- 8. WARRANTY.** NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, WE WARRANT (A) THAT ALL PERSONNEL PERFORMING SERVICES HEREUNDER BY OR ON BEHALF OF US WILL HAVE APPROPRIATE TRAINING AND EXPERIENCE AND (B) ALL EQUIPMENT IS IN ACCORDANCE WITH INDUSTRY STANDARDS, AND ALL SUPPLIES AND MATERIALS ARE OF GOOD QUALITY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING (AND WITHOUT LIMITING ANY OBLIGATION OF US TO MAKE REPAIRS UNDER THIS AGREEMENT), YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT IN NO EVENT SHALL ANY MANUFACTURER'S WARRANTY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, BE DEEMED GIVEN BY OR OTHERWISE TRANSFERRED OR APPLIED TO US.
- 9. EQUIPMENT WARRANTY DISCLAIMER.** WE HAVE MADE NO AFFIRMATION OF FACT OR PROMISE RELATING TO THE GOODS AND SERVICES BEING PROVIDED THAT HAS BECOME ANY BASIS OF THIS BARGAIN. FURTHER, WE HAVE MADE NO AFFIRMATION OF FACT OR PROMISE RELATING TO THE GOODS OR SERVICES BEING PROVIDED THAT HAS CREATED OR AMOUNTED TO AN EXPRESS WARRANTY THAT THE GOODS WOULD CONFORM TO ANY SUCH AFFIRMATION OR PROMISE. WE DISCLAIM ANY WARRANTY OF MERCHANTABILITY WITH RESPECT TO THE GOODS OR SERVICES PROVIDED BY THIS AGREEMENT. WE DISCLAIM ANY WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSES WHATSOEVER WITH RESPECT TO THE GOODS OR SERVICES BEING PROVIDED UNDER THIS AGREEMENT. COMPANY AGREES THAT WE SHALL NOT BE LIABLE FOR DAMAGES RESULTING FROM AN ALLEGED BREACH OF THIS AGREEMENT BEYOND THE COST OF ONE YEAR'S SERVICE AND MAINTENANCE UNDER THIS AGREEMENT.
- 10. GOVERNING LAW, CONSENT TO JURISDICTION AND VENUE OF LITIGATION.** THIS AGREEMENT AND EACH SCHEDULE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS. YOU AGREE THAT ANY DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT WILL BE ADJUDICATED IN THE FEDERAL OR STATE COURT LOCATED IN LUBBOCK COUNTY TEXAS. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN THAT COURT AND WAIVE ANY RIGHT TO TRANSFER VENUE. EACH PARTY WAIVES ANY RIGHT TO A TRIAL BY JURY.

BREAK/FIX SERVICE TERMS

- 1.** We agree to maintain all equipment listed, in a normal operating condition. All costs for Labor, Parts, Travel and Service will be borne by us, subject to the terms of this agreement and based on specific plan options selected. Non-covered charges for labor, parts, or travel will be billed at the then current rates.
- 2.** All necessary parts will be replaced, at no additional cost, provided the cost of those parts does not exceed the total value of the equipment. If the cost of necessary parts exceeds the total value of the equipment, we will notify you with suggested replacement options. Replacement cost is your responsibility. If the replacement is purchased from us, a trade-in credit may be offered toward the cost of a new device.
- 3.** We will not be responsible for maintenance in the event of: Damage caused by Accident, Misuse, Act of God, Line Voltage Problems, Neglect or Failure To Follow Factory Operating Instructions, or if maintenance or repairs are performed by anyone other than our personnel. It also ceases if competitive supplies are used, or if the damage occurs as a result of your abuse or improper handling of the device or supplies.
- 4.** All equipment will be serviced upon your request, during our normal business hours (8 a.m. to 5 p.m. local time, except weekends and holidays). Request for service outside our normal business hours will be provided on a best effort basis and, if available, will be billed at overtime rates plus travel.
- 5.** We, at our discretion, may authorize our approved maintenance subcontractors or approved service providers to perform maintenance and repairs to the Devices. Devices located outside our local service areas will require subcontractor coverage for any onsite service needed.

TONER AND SUPPLY TERMS

- 1.** All cost for toner and ink consumables, and standard shipping will be borne by us for all devices covered by this agreement and actively reporting through the Monitoring Software. We agree to supply you with all toner and ink consumables required to operate the Devices. We agree to provide auto supply replenishment for those devices using Monitoring Software. You must purchase staples and paper separately.
- 2.** All toner and ink consumables provided as a part of this agreement in the standard course of business or as Safety Stock shall at all times remain our property. You may use the toner and ink consumables pursuant to the terms of this Agreement, but you shall not have any ownership rights in or to the toner or ink consumables. You shall promptly return to us all unused items supplied by us under this agreement. You shall not be charged for any toner or ink consumables in use upon the expiration or termination of this Agreement. Any items not returned shall be billed by us to you at the then current cartridge retail purchase price.
- 3.** Auto supply replenishment is scheduled based on individual device performance, coverage, and usage, and may vary. Waste Toner Containers are not available for auto shipment. Other certain items may not be eligible for auto shipment based on device model and supply item type. Covered items not eligible for auto shipment will be provided at no additional cost, but must be requested by you as needed to allow for standard shipping time. Additional requests for toner and ink consumables will be subject to approval based on current usage and shipment history. Any customer request for additional items will be considered Safety Stock unless otherwise approved. Flat rate overnight shipping amounts can be quoted at the time of order.
- 4.** Cost-per-image and cartridge pricing is based on an industry-standard 5% page coverage model. Toner and ink consumables ordered or requested based on excessive page coverage may be subject to a mid-term cost-per-image escalation or billing for additional cartridges.
- 5.** Any defective toner or ink consumable items provided to you by us must be reported and returned to us within 30 days of receiving a replacement item. If defective item is not returned, the replacement item may be billed at then current retail price. Standard shipping for defective items and replacements will be covered by us.

METER READING REQUIREMENTS

Monthly meter readings are required for each covered device.

- 1.** Meter collection. Those devices reporting through Monitoring Software will be collected by us. Devices not reporting for any reason will require your submission until monitoring is restored.
- 2.** Estimated Meters. Estimated meters are based on historical volume usage. If historical volume usage is unavailable, a minimum estimation of 50 mono impressions will be applied. If estimated meters are issued for three (3) consecutive billing cycles, you may become subject to invoicing monthly data collection fees and prevailing hourly billable rate for labor and travel to collect accurate meter readings.
- 3.** Meter Adjustments. Any billing issued based on estimated meters are not eligible for billing adjustments, but will not be responsible for additional overage charges until current meters exceed billed meters. Additional estimations will cease until such time that the current meters exceed previously billed estimates, as long as accurate meters are being submitted monthly.

MONITORING SOFTWARE. Monitoring Software is involved, You grant Permission to Install and Maintain.

- 1.** Customer Refusal or Non-Response. Customers refusing these Monitoring Software terms or not-responding to our requests for installations or updates may disqualify printing devices from certain coverage, delay existing services, or become subject to invoicing monthly data collection fees and prevailing hourly billable rate for labor to collect meter readings.
- 2.** Device Changes. You agree to notify us in writing of any contact person or location changes regarding covered devices. You assume responsibility for estimated meter readings, delayed service and supply fulfillment in the case of device changes not reported.

ANALYST CONSULTING & SMART CENTER ANALYST SERVICES

- 1.** If Analyst Consulting services are included in the purchase of a printing device from us, our trained and certified employees will work with your IT personnel (if applicable) to setup all covered equipment and software, according to machine configuration, following equipment delivery for the first ninety (90) days following installation. Following the completion of those 90 days or in the case that Analyst services were not included in the Purchase Agreement, you will be responsible to complete the work yourselves or agree to pay us to provide the work at standard billable rates.
- 2.** Smart Center Analyst Services are considered separate and apart from Break/Fix technical services