



**Contract Acknowledgement in lieu of Purchase Order**

I, Robert Newsom, as an authorized agent of Hopkins County am making  
(Purchasing Agent Name) (Agency Name)

the attached purchase / lease / rental as specified in agreement P01262023 JW under the  
(circle procurement type) (Purchase Agreement Number)

terms and conditions of State/Association Contract Number DIR-CPO-4437  
(State/Association Contract Number)

DocuSigned by:  
Judge Robert Newsom  
 Signature AAB6D30DE0E647A...

Hopkins County Judge  
 Title

1/25/2023  
 Date



RENTAL GUARANTEES

**ImageCare | Preventive Maintenance Guarantee**

The ImageCare Preventive Maintenance Guarantee is a service management process designed to systematically inspect and proactively maintain Equipment in order to minimize untimely failures and maximize a long operating life. The Company will provide Preventive Maintenance conveniently scheduled at your request to inspect, clean and lubricate your Equipment. Leveraging PrintView™ Remote Device Management technology, the Company will evaluate parts utilization, performance and history and establish inventory levels necessary to assist in anticipating the Customer's needs. The Company will replace all parts and install upgrades or factory retrofits as required.

**ImageCare | Response Time Guarantee**

The Company guarantees an average response time for service (excluding scheduled Preventive Maintenance calls) of four (4) hours or less within the D/FW metropolitan area Monday through Friday, 8:00 a.m. until 5:00 p.m., excluding holidays. The Company's response time is calculated by recording the time we received your call and subtracting it from the time our technician is on location to repair the Equipment. Should the Company not maintain an average response time for a six (6) month period of four (4) hours or less, the Company will credit twenty-five percent (25%) of the next six (6) months' service contract.

**ImageCare | Free Loaner Guarantee**

The Customer has the added security of knowing that if their Equipment is not performing to the manufacturer's specifications or is required to be returned to the Company's service facility for any reason, a loaner machine will be delivered FREE OF CHARGE within eight (8) business hours of the decision to provide the loaner.

**ImageCare | Replacement Guarantee**

The Company will replace the Equipment specified herein with a like or substantially similar piece of Equipment at the Customer's request, should the Company be unable to maintain the Equipment to manufacturer's specifications.

**ImageCare | MAXimizer Training Guarantee**

The Company guarantees to provide a one (1) hour MAXimizer Learning® Stand-Alone Training Module which covers a stand-alone Equipment overview, basic operations, advanced operations, troubleshooting and maintenance. The MAXimizer Learning® Stand-Alone Module provides for a one (1) time class with up to five (5) users trained. Additional training will be provided at the Company's then current hourly training rates.

TERMS AND CONDITIONS

1. Title to the Equipment shall remain with the Company during the term of this Agreement.
2. The Customer shall not make changes to the Equipment nor shall the Customer remove the Equipment from the original installed location without the prior written approval of the Company. The Customer shall provide the necessary space, electricity and electrical outlets required for the operation of the Equipment.
3. The Company is responsible for keeping the Equipment in good working order except in the following cases: operation of Equipment in unsuitable installation environments, use of unapproved supplies, neglect, fire, act of God, vandalism, misuse, alteration, any modification or maintenance not performed by the Company representatives, or the use of the Equipment for other than the purposes and to the capacity for which it was designed. Except for ordinary wear and tear, the Customer is responsible for protecting the
4. The Customer shall use reasonable care in safeguarding the Equipment and shall return Equipment to the Company in like condition as when received and installed.
5. This Agreement is toner-inclusive. The Customer agrees to appoint a key operator to ensure reasonable care in the operation of the Equipment and provide all consumable supply items as frequently as needed for maximum copy/print quality. The Company will supply all toner necessary, provided the black & white copy/print application is within twenty percent (20%) of the industry standard six percent (6%) density coverage on a letter size (8 1/2 x 11) sheet of paper, and if applicable, the color copy/print application is within twenty percent (20%) of the industry standard twenty percent (20%) density coverage on a letter size (8 1/2 x 11) sheet of paper. Applications with excessive density coverage will be subject to a surcharge. (11 x 17) copies and prints will be billed as two (2) meter clicks. Only supplies (other than paper) that are provided by the Company may be used in conjunction with this Agreement. The Customer agrees to keep the supplies provided by this Agreement in a safe place and only use them in the Equipment covered by this Agreement.
6. The Customer agrees to provide a fixed wall outlet that meets manufacturer electrical requirements for all Equipment covered under this Agreement. If the Customer fails to provide satisfactory power to the Equipment, resulting in increased service calls and/or Equipment damage, the Customer will be billed for parts and labor at the Company's current labor rates for repairs. This Agreement does
7. The Customer agrees to allow the installation of automated meter collection software by the Company to facilitate monthly meter readings required by this Agreement. Should the Company not be able to collect applicable meter readings for any reason via aforementioned software, the Customer agrees to provide such readings on a manual basis each month. Should meter readings not be obtained monthly from the Customer, the company will estimate meters for contract billing purposes. Estimated meter disputes that result in a contract billing adjustment will be subject to an administrative processing charge.
8. Unless specifically configured by the Customer, certain software applications utilize a "composite" or "process" black as the output default for black prints and/or copies. Composite or process black is made up of multiple colors (i.e. CMYK). All composite or process black images will be billed by the Company as color images.
9. In addition to the charges provided for herein, the Customer agrees to pay the Company any applicable taxes which are levied or payable by the Company as a result of the rental, use or sale of the Equipment covered by this Agreement.
10. The Customer assumes responsibility for injury to any persons or damage to property resulting directly or indirectly from the operation or use of the Equipment other than injury to the Company representatives or employees.
11. Failure of the Customer to provide completed monthly Equipment meter readings (i.e. via phone, fax, email, copy usage cards, automated meter collection software) or make payment at the times and in the manner prescribed shall constitute a default under this Agreement and the Company shall have the right forthwith and without notice to cancel this Agreement.
12. In the event of cancellation by either party, the Customer shall a.) immediately return the Equipment to the Company, b.) pay all unpaid meter copy charges, and c.) pay liquidated damages equal to the number of Basic Monthly Rentals according to the Liquidation Damage Schedule outlined herein.
13. This Agreement represents the entire agreement of the parties with respect to the Equipment and may not be modified except in writing and signed by the parties.
14. This Agreement is not assignable by the Customer.
15. The Company warrants that the Equipment covered by this Agreement is free from defects in materials and workmanship at the time of installation and when used in accordance with the manufacturer's recommendations are useful for copying purposes. THE COMPANY'S FOREGOING OBLIGATIONS ARE IN LIEU OF, AND CUSTOMER HEREBY WAIVES ALL OTHER EXPRESS OR IMPLIED GUARANTEES AND WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTY OR FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DIRECT INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM THE USE OR PERFORMANCE OF THE EQUIPMENT OR THE LOSS OF THE EQUIPMENT.

ACCEPTANCE

This Agreement Accepted by:

DocuSigned by:

X

*Judge Robert Newsom*

Hopkins County Judge

1/25/2023

CUSTOMER SIGNATURE  
AABB030DE0E647A...

Title

Date

DATAMAX AUTHORIZED MANAGEMENT APPROVAL

Title

Date



# Disposal Request - Customer Owned Equipment

DATE: 1/25/2023

COMPANY NAME: Hopkins County Court Room 2nd Floor

ADDRESS: 118 Church Street

CITY: Sulphur Springs

STATE: TX

ZIP CODE: 75482

## Re: Release of Liability

*You are authorizing Datamax Texas to pick up this equipment to have free and clear. Once the equipment is picked up, this equipment is the property of Datamax Texas to dispose of as Datamax wishes holding no liability.*

DocuSigned by:

X Judge Robert Newsom Hopkins County Judge 1/25/2023  
Owner/Principal Signature Title Date

### Datamax Svc Contract

Yes	No	Model:	Serial #:
	X	Canon iR1730iF	HHC11408
		Model:	Serial #:
		Model:	Serial #:
		Model:	Serial #:
		Model:	Serial #:
		Model:	Serial #:
		Model:	Serial #:
		Model:	Serial #:
		Model:	Serial #:
		Model:	Serial #:

**If there are any questions, please contact Datamax at 800-633-1526**

*By signing this document you are stating, you have sole ownership of the listed Equipment and you are authorizing Datamax Texas to pick up and Dispose.*

**I understand and accept the above statements:** \_\_\_\_\_  
Title of Releasing Party

## Hopkins County District Clerk - New Canon DX C5840i

<b>Configuration:</b>	
▶	<b>1 - Canon iR ADV DX C5840i</b>
▶	1 - Cabinet Type-V

<b>Datamax Leasing Option: DIR State of Texas FMV Lease</b>		
▶	60 Month Term	<b>\$175.35</b>

<b>imageCare™ Total Care Service Agreement: [Includes 5 Year Performance Guarantees]</b>	
▶	<b>Monthly All-Inclusive Service Plan: Cost per Copy</b> <span style="float: right;"><i>DIR CPC</i></span>
▶	<i>Includes all service calls, preventive maintenance calls, electrical and mechanical parts, fuser oil, drums and toner at no additional charge.</i>
▶	<i>Excludes supplies such as paper and staples.</i>
▶	<b>INCLUDED Black Impressions Per Month:</b> <span style="float: right;"><b>0</b></span>
▶	<b>INCLUDED Color Impressions Per Month:</b> <span style="float: right;"><b>0</b></span>
▶	<b>Additional Black Impressions to be invoiced at:</b> <span style="float: right;"><b>\$0.0079</b></span>
▶	<b>Additional Color Impressions to be invoiced at:</b> <span style="float: right;"><b>\$0.0586</b></span>

<b>Systems Implementation &amp; Support:</b>
<i>Includes:</i>
▶ Delivery, Installation & Networking
▶ MAXimizer Learning® Stand-Alone Training
▶ ConnectCare™ Guarantees (if connected)
▶ PrintView™ Proactive Service & Toner

<b>Additional Datamax Benefits:</b>
<i>Includes:</i>
▶ Total Satisfaction Guarantees
▶ 4 Hour On-Site Response Time Guarantee
▶ Partnership Reviews for Solution Optimization
▶ Free Next-day Shipping of Contract Toner

The above prices do not reflect applicable taxes.

**PROPRIETARY NOTES:** All the prices and conditions in this proposal are valid for thirty (30) days from the date of proposal unless extended in writing or upon acceptance by Hopkins County District Clerk. All information in this proposal is to be considered proprietary and property of Datamax Inc. All documentation and proposal information will be returned to Datamax at its request. Only those identified parties within that are part of the decision-making committee will have access to this proposal. Nothing in this proposal shall be copied, distributed or used by without written authorization of Datamax Inc.



## Hopkins County Court Room - New Canon DX527iF

<b>Configuration:</b>	
▶ <b>1 - Canon iR ADV DX 527iF</b>	
▶ 1 - Cassette Feeding Unit-AR1	

<b>Datamax Purchase Option: DIR State of Texas Purchase</b>	
▶ <b>Purchase Price:</b>	<b>\$2,485.04</b>

<b>Datamax Leasing Option: DIR State of Texas EPP Lease to Own</b>	
▶ <b>60 Month Term</b>	<b>\$59.79</b>

<b>imageCare™ Total Care Service Agreement: [Includes 5 Year Performance Guarantees]</b>	
▶ <b>Monthly All-Inclusive Service Plan: COST PER COPY</b>	<i>DIR CPC</i>
▶ <i>Includes all service calls, preventive maintenance calls, electrical and mechanical parts, fuser oil, drums and toner at no additional charge.</i>	
▶ <i>Excludes supplies such as paper and staples.</i>	
▶ <b>INCLUDED Black Impressions Per Month:</b>	<b>0</b>
▶ <b>Additional Black Impressions to be invoiced at:</b>	<b>\$0.0108</b>

<b>Systems Implementation &amp; Support:</b>
<i>Includes:</i>
▶ Delivery, Installation & Networking
▶ MAXimizer Learning® Stand-Alone Training
▶ ConnectCare™ Guarantees (if connected)
▶ PrintView™ Proactive Service & Toner

<b>Additional Datamax Benefits:</b>
<i>Includes:</i>
▶ Total Satisfaction Guarantees
▶ 4 Hour On-Site Response Time Guarantee
▶ Partnership Reviews for Solution Optimization
▶ Free Next-day Shipping of Contract Toner

The above prices do not reflect applicable taxes.

**PROPRIETARY NOTES:** All the prices and conditions in this proposal are valid for thirty [30] days from the date of proposal unless extended in writing or upon acceptance by Hopkins County - Admin. All information in this proposal is to be considered proprietary and property of Datamax Inc. All documentation and proposal information will be returned to Datamax at its request. Only those identified parties within that are part of the decision-making committee will have access to this proposal. Nothing in this proposal shall be copied, distributed or used by without written authorization of Datamax Inc.

