



TLC Agreement

Start date _____

_____ will purchase all laser printer supplies as denoted in the pricing schedule addendum of this agreement for the following client locations:

Address	City	State	Zip
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In exchange The Circle will provide:

- a. All repairs to the printers shown in the client printer list (see page 4).
 - i. Response time: 4 hours if requested before 12 PM, else next business day.
 - ii. Repairs include all existing printer accessories including envelope feeders, paper trays, paper trays and network cards. Warranty coverage does not include any non-OEM, proprietary, or unique connectivity devices or software for non-Windows based operating systems such as the AS400.
 - iii. All parts to replace defective or non-performing printer parts. (Note: Circle is not responsible for providing parts for printer upgrades or client stock. All defective parts are replaced on an exchange basis.)
 - iv. Color printers. This agreement does not include the free replacement of user installable supplies for color laser printers such as transfer belts, drums, image transfer units. It does include the free replacement of fusers and all parts not designed to be installed by the user on a recurring basis.
- b. Preventative Maintenance will be performed every quarter (circle one). Preventative maintenance procedures will vary according to level of use and printer condition. All printers are to be inspected. Cleanings and pro-active repairs (usually feed and pickup rollers, fuser units etc) will be performed as deemed appropriate by Circle personnel to reduce the probability of later service calls.
- c. Replacement Printers. The Circle will replace at its discretion and with client permission, printers on an as needed basis, as printers become worn out or obsolete. Ownership of such replacement printers will pass to Client immediately when done on an exchange basis. In the case of older printer models

wherein replacement parts have become unavailable, the client can either retire the printer or replace it at their expense. The Circle is not responsible for printer upgrades and/or additional accessories.

Other Provisions:

- i. Billing. Terms are Net 30.
- ii. Shipping will be charged at ground rates. Orders subtotaling more than \$500 will be shipped free.
- iii. Cancellation. Either side may cancel this contract with 75 days written notice. Unused cartridges may be returned to the Circle for a full refund.
- iv. Existing Cartridge Stock. The Circle will not credit back to the client existing cartridge stock unless specific written arrangements are made to this effect.
- v. Cartridges are fully warranted against all print defects and/or printer malfunction arising from cartridges sold by The Circle. Said cartridge warranty will apply both for the time that this contract is in force and one year beyond its termination date. All defective cartridges will be replaced and all printer repairs arising from the use of defective cartridges will be performed free of charge.
- vi. The Circle is not responsible for lost, missing and/or stolen equipment or accessories.
- vii. Warranty Exclusions. Program covers repairs arising from normal wear and tear on the printers. It does not cover damage arising from abuse, neglect, or mishandling of the printers. Program does not cover damage arising from relocation of the printers. Program does not cover damage to printers arising from the use of media that does not conform to the specifications set by the manufacturer. Examples include non-conforming paper stock, transparencies melting on the fuser unit or label stock damaging a drum unit. The program also does not cover replacement or repair of printers arising from any type of catastrophe such as fire, flood or earthquake.

Other Provisions:

- Monthly Service and Support Fee. For each device under contract client will pay \$12.50 per printer under contract per month and \$17.50 per multifunction device. This separate service and support fee will be billed monthly according to the program start date.
- Minimum Purchase Requirement. Client estimates monthly cartridge procurement under this program will average \$_____. Each quarter the Circle will provide a purchase summary to the client. If the purchase amount is less than 80% of the estimate then the client can a) procure enough cartridges to fulfill the 80% quota or b) be billed for 50% of the difference. For example: client estimates cartridges purchases to be \$1000/month or \$3000 per quarter. The minimum purchase amount for the quarter would be \$2400. If actual purchases were \$1500 in the quarter the client can either buy \$900 in cartridges to fulfill quota or pay a service fee of \$450.
- Pre-Existing Printer Conditions. The TLC program is subject to initial page counts and inspection of printers. Printers on the program need to be in good working order. Circle will provide a no cost inspection and a cost estimate of any required repairs before initiating the program. Any printers indicating a need for "user maintenance" (i.e. maintenance kits), worn fusers, and other major components in need of replacement must be replaced at the client's expense before initiation of the program unless other arrangements are made to the contrary.

- Client Role in Printer Maintenance. Client will make a good faith effort to discern normal paper jams & cartridge problems from printer problems by clearing the paper path & switching out cartridges before dispatching The Circle on a repair.

Contact Information: In order to provide the best possible service, The Circle requires that the client supply the appropriate contact information and that The Circle be notified in the event of relevant personnel changes. Specifically we need the following contact information:

	Name	Title	Email	Phone	Fax
Contract Administrator:					
Printer Hardware :					
Accounts Payable:					
Accounts Payable (alternate):					
Supplies Ordering:					
Supplies (Alternate):					
Service Ordering:					
Service (Alternate):					

Fee for existing cartridge stock per Existing Cartridge Stock worksheet page 5: \$_____

Signature_____ Print Name/Title_____ Date_____
 (Client)

Signature_____ Print Name/Title_____ Date_____
 (The Circle-President)

