



**AGREEMENT**

FILED  
 TERRI ROSS  
 COUNTY CLERK  
 2021 DEC 15 AM 10:57  
 UPSHUR COUNTY, TX  
 BY \_\_\_\_\_  
 DEP \_\_\_\_\_

AGREEMENT NO.:

**CUSTOMER** ("YOU" OR "YOUR")

FULL LEGAL NAME: **UPSHUR COUNTY**

ADDRESS: **P O BOX 730 GILMER TX 75644**

**EQUIPMENT AND PAYMENT TERMS**

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES  SEE ATTACHED SCHEDULE

**(3) SHARP MX-3051 (3) SHARP MX-2651 (6) POWER FILTERS (6) FAX KITS (6) STANDS W/ 2 DRAWERS (6) CENTER EXIT TRAYS**

EQUIPMENT LOCATION: **100 W TYLER ST GILMER TX 75644**

TERM IN MONTHS: **63** MONTHLY PAYMENT AMOUNT: **\$718.60** (\*PLUS TAX) PURCHASE OPTION: **\$1.00**

SECURITY DEPOSIT:

**ADDITIONAL TERMS AND CONDITIONS**

**AGREEMENT.** You want us to now provide you the equipment and/or software referenced herein ("Equipment") and you unconditionally agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement is binding upon our acceptance hereof and will begin on the date the Equipment is delivered to you or any later date we designate. We may charge you a one-time origination fee of \$89.50. If any amount payable to us is past due, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars (\$26.00); or 2) the highest lawful charge, if less. Any security deposit will be returned upon full performance.

**NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL AMOUNTS DUE UNDER THIS AGREEMENT FOR THE ENTIRE TERM. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON.**

**EQUIPMENT USE.** You will keep the Equipment in good working order, use it for business purposes only and not modify or move it from its initial location without our consent. If we have entered into a separate arrangement with you for maintenance, service, supplies, etc. with respect to the Equipment, payments under this Agreement may include amounts owed under that arrangement, which amounts may be invoiced as one payment for your convenience.

**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.

**LIMITATION OF WARRANTIES. EXCEPT TO THE EXTENT THAT WE HAVE PROVIDED YOU A WARRANTY IN WRITING, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU CHOSE ANY/ALL THIRD-PARTY SERVICE PROVIDERS BASED ON YOUR JUDGMENT. YOU MAY CONTACT US OR THE MANUFACTURER FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.**

**ASSIGNMENT.** You may not sell, assign, or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement and our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, our assignee will have our assigned rights under this Agreement but none of our obligations and will not be subject to any claim, defense, or set-off that may be assertable against us or anyone else.

**LAW/FORUM.** This Agreement and any claim related to this Agreement will be governed by Iowa law. Any dispute will be adjudicated in a state or federal court located in Linn County, Iowa. You consent to personal jurisdiction and venue in such courts and waive transfer of venue. Each party waives any right to a jury trial.

**LOSS OR DAMAGE.** You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. Except for claims, losses, or damages caused by our gross negligence or willful misconduct, you agree to indemnify us and our assignee, if applicable, against any claims, losses, or damages, including attorney fees, in any way relating to the Equipment or data stored on it. In no event will we be liable for any consequential or indirect damages.

**APPLICABLE TO GOVERNMENTAL ENTITIES ONLY**

You hereby represent and warrant to us that as of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on your behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against you have been followed; (c) the Equipment will be operated and controlled by you and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted, and unencumbered appropriation; (e) you intend to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) your obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of your tax or general revenues; and (h) you will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns. If funds are not appropriated to pay amounts due under the Agreement for any future fiscal period, you shall have the right to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available, without penalty or additional expense to you (other than the expense of returning the Equipment to the location designated by us), provided that at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, your Chief Executive Officer (or Legal Counsel) delivers to us a certificate (or opinion) certifying that (a) you are a state or a fully constituted political subdivision or agency of the state in which you are located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by you; and (d) you have exhausted all funds legally available for the payment of amounts due under the Agreement. You agree that this paragraph shall only apply if, and to the extent that, state law precludes you from entering into the Agreement if the Agreement constitutes a multi-year unconditional payment obligation.

**LESSOR ("WE", "US", "OUR")**

**TLC Office Systems**

8711 Fallbrook Houston, TX 77064-3318

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME & TITLE: \_\_\_\_\_

**CUSTOMER'S AUTHORIZED SIGNATURE**

THIS AGREEMENT IS NON-CANCELABLE FOR THE FULL AGREEMENT TERM.

CUSTOMER: **(As Stated Above)**

SIGNATURE: *Todd Tefteller* DATE: **Nov 30, 2021**

PRINT NAME & TITLE: **JUDGE TODD TEFTELLER, COUNTY JUDGE**

**CERTIFICATE OF DELIVERY AND ACCEPTANCE**

The Customer hereby certifies that all the Equipment: 1) has been received, installed, and inspected, and 2) is fully operational and unconditionally accepted.

SIGNATURE: **X** NAME & TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_



**TLC OFFICE SYSTEMS**  
 8711 Fallbrook  
 Houston, TX 77064  
 713-695-3900

Sales Order

Invoice No. \_\_\_\_\_

Date	Purchase Order#	Category	Salesman	Sales Code	Branch Code
11/29/2021	0		Amy Cornell		

<b>SHIP TO</b>	Customer Number	New	<b>BILL TO</b>	Customer Number	New
Name	UPSHUR COUNTY		Name	UPSHUR COUNTY	
Address	100 W TYLER		Address	PO BOX 730	
City, ST, Zip	GILMER TX 75644		City, ST, Zip	GILMER TX 75644	
Contact	JUDGE TODD TEFTELLER		Contact	JUDGE TODD TEFTELLER	
Phone	903-680-8111		Phone	903-680-8111	
Email	0		Email	todd.tefteller@countyofupshur.com	
Shipping Instructions			Shipping Instructions		

TLC WILL TRANSFER AND DELIVER TO BUYER AND BUYER WILL ACCEPT AND PAY FOR THE FOLLOWING MERCHANDISE.

Product Code	Quantity	Description	Unit Price	Total
SHMX-M3051	3	SHARP MXM3051 30 PPM B/W COPIER		SEE LEASE
PF-15-120	3	POWER FILTER		
MX-DE26N	3	STAND/ 2 X 550 SHT DRAWER		
MX-TU16	3	CENTER EXIT TRAY		
MX-PK13L	3	POST SCRIPT KIT 3 EXPANSION UPGRADE		
MX-FX15	3	SHARP FAX KIT		
MX-TR21	1	RIGHT SIDE EXIT TRAY		
SHMX-M2651	3	SHARP MXM2651 26 PPM B/W COPIER		
PF-15-120	3	POWER FILTER		
MX-DE26N	3	STAND/ 2 X 550 SHT DRAWER		
MX-TU16	3	CENTER EXIT TRAY		
MX-PK13L	3	POST SCRIPT KIT 3 EXPANSION UPGRADE		
MX-FX15	3	SHARP FAX KIT		
MX-B402	1	REFURBISHED SHARP MXB402 40 PPM A4 B/W		
\$718.60 per month on 63 month DOLLAR OUT lease. Service will be billed at \$300 per month and includes 60,000 b/w images per quarter. Overages will be billed quarterly at .015 FOR B/W. Initiation of this lease will replace current service contract. Includes all parts, toner, standard shipping for toner and labor.			Subtotal	SEE LEASE
			State Tax	
			Other Tax	
			Freight	
			TOTAL	
			Less Deposit	
Prepared By:	Amy Cornell	Balance due on Delivery	SEE LEASE	

Terms: The TLC Office Systems equipment indicated above is purchased under TLC Office Systems standard terms which are 1) The Seller retains title to all equipment and supplies subject to this agreement until purchase price is paid in full. 2) in the event Buyer defaults in payment, the Buyer will be liable for the payment of any legal fees or other costs incurred in any action to collect this debt. General terms and conditions of maintenance agreement are furnished separately. This is a BINDING ORDER not subject to cancellation. This order cannot be changed except in writing by a TLC OFFICE SYSTEMS Officer. There is a 1.75% monthly fee on all past due balances. Delinquent accounts sent to an outside collection agency will be assessed 35% if the balance is over \$200.00 and 50% if the balance is under \$200.00. There is a \$35.00 fee for all returned checks.

Todd Tefteller  
 11/29/2021 11:49:02 AM  
 Authorized Signature

JUDGE TODD TEFTELLER  
 Printed Name

COUNTY JUDGE  
 Title

Nov 30, 2021  
 Date

Customer Name UPSHUR COUNTY

We utilize a data collection agent (DCA) in order to ship supplies proactively, obtain meter readings for accurate billing, and determine supply usage rates. The DCA software shall be installed by the Customer on either an onsite server or a desktop PC on the same network as the printers.

If a device(s) fails to report, we will notify the Customer of the need for resolution. It shall be the responsibility of the Customer to work with us to restore reporting on said device(s). If no response is received within 60 days, devices will be unable to be monitored until connection is reestablished.

**Monitored Status**

I, JUDGE TODD TEFTELLER, have the authority and **DO ACCEPT** the DCA installation for the above-named customer.

Would you like automatic toner replenishment? Yes X No \_\_\_\_\_

**Non-Monitored**

I, \_\_\_\_\_, **Decline** the DCA installation. I understand that by denying the installation I am agreeing to the following:

- Supply levels will not be monitored therefore supplies will NOT be shipped proactively.
- Supply orders will need to be placed manually via email (help@benchmarkyouroffice.com) or through the Smart Center app on the device (if applicable).
- When requested and when available, fees incurred for overnight shipping will be charged to the Customer.
- A \$20.00 non-network fee PER DEVICE will be assessed on your monthly statement.

Date: 11/29/2021

Authorized Customer Signature: Todd Tefteller  
Todd Tefteller (Nov 30, 2021 11:49 CST)

Primary Contact \* for FM Audit: Gilmer Computer Tech Andrea or Erin 903-680-5086

\*If the Customer contact person should change during the contract, it is the responsibility of the Customer to notify us and update critical contact information.



Customer Name and Address

UPSHUR COUNTY  
 PO BOX 730  
 GILMER TX 75644  
 todd.tefteller@countyofupshur.com

Remit to :

TLC Office Systems  
 8711 Fallbrook  
 Houston, TX 77064  
 713-695-3900  
 713-696-1820 - Fax

Contact JUDGE TODD TEFTELLER

Phone 903-680-8111

Account # \_\_\_\_\_ ID # \_\_\_\_\_ Beginning Meter \_\_\_\_\_

Model SHARP MX-M3051 SN \_\_\_\_\_  
 SHARP MX-M2651, SHARP MX-B402

Type of Agreement: TLC  Full Service \_\_\_\_\_ Standard Service \_\_\_\_\_

Base Amount \$300.00 Quarterly  Annually  Monthly

B/W Images Included	<u>60,000</u>	Quarterly	<input checked="" type="checkbox"/>	Annually	<input type="checkbox"/>	Monthly	<input type="checkbox"/>
Presentation Color Images Included	<u>N/A</u>	Quarterly	<input type="checkbox"/>	Annually	<input type="checkbox"/>	Monthly	<input type="checkbox"/>
General Color Images Included	<u>N/A</u>	Quarterly	<input type="checkbox"/>	Annually	<input type="checkbox"/>	Monthly	<input type="checkbox"/>
Color Save Images included	<u>N/A</u>	Quarterly	<input type="checkbox"/>	Annually	<input type="checkbox"/>	Monthly	<input type="checkbox"/>

Overage Rates

			QTR	YR	MO
Black / White Meter Charge	<u>0.0150</u>	per image	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Presentation Color Meter Charge	<u>N/A</u>	per image	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
General Office Color Meter Charge	<u>N/A</u>	per image	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Color Save Color Meter Charge	<u>N/A</u>	per image	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

If Annual = 1 year or \_\_\_\_\_ images, whichever occurs first.

Customer Signature Todd Tefteller  
Todd Tefteller (Nov 30, 2021 11:49 CST)

Title COUNTY JUDGE

Agreement to begin: At install 20 21

Agreement to End: 12 months from install 20 22

Notes:  
 Standard toner shipping will be covered by TLC. Any overnight requests will be paid by the customer.  
**If equipment under a lease agreement, maintenance must be maintained by TLC for the term of the lease.**

Please see page 2 for terms and conditions. This Agreement becomes valid upon receipt of payment.

TLC Office Systems Corporation

Service, IT Service and Supply Agreement Terms and Conditions

1. This agreement shall remain in effect for the terms indicated on page one of this document and is non-cancellable. The base rate will remain in effect for the term of this agreement, however, overage charges are subject to change during the term of this agreement, without notice. This agreement shall become effective only upon acceptance and receipt of payment by TLC. This agreement will continue to renew unless cancelled with a 30-day written notice, by customer or TLC.
  2. TLC Program - TLC Office Systems will provide, without additional charge, parts which have been broken or worn through normal use and are necessary for servicing and maintenance adjustments. TLC Office Systems will provide, without additional charge, labor necessary to replace aforementioned parts. TLC Office Systems will provide, without additional charge, toner, fuser oil, toner waste containers and developer to produce the base number of impressions per quarter (based on 8.5 x 11 copies, 8 % fill). Photoreceptor drums are included. Supply delivery charges are not covered by this agreement and will be billed to the customer.
- Full Service Program - TLC Office Systems will provide, without additional charge, parts which have been broken or worn through normal use and are necessary for servicing and maintenance adjustments. TLC Office Systems will provide without additional charge, labor necessary to replace aforementioned parts. Photoreceptor drums are included. Supplies are not included.
- Standard Service Program - TLC Office Systems will provide, without additional charge, parts which have been broken or worn through normal use and are necessary to replace for servicing and maintenance adjustments. TLC Office Systems will provide without additional charge, labor necessary to replace aforementioned parts. Photoreceptor drums are not included. Supplies are not included.
3. Parts damaged by misuse or carelessness will be charged to the customer in accordance with the TLC Office Systems parts price list. Labor to replace such parts may also be charged at the rates prevailing at the time such misuse or carelessness occurs.
  4. All calls under this Agreement will be made during normal business hours (8 A.M. - 5 P.M. Monday through Friday) on the customer's premises at the address shown for the equipment described on page one hereof. Should the equipment be moved to a more distant zone; there will be an increase in the base rate. Customer agrees not to move the equipment without the consent of TLC Office Systems. Service calls required outside normal business hours will be billed for labor only at the prevailing rate.
  5. This Agreement shall not apply to repairs made necessary by accident, misuse, abuse, neglect, theft, riot, vandalism, electrical power failure, fire, water, unauthorized supplies or other casualty or to repairs made necessary by service personnel other than those employed directly by TLC Office Systems. Service calls, or networking fees generated as a result of printing or scanning malfunctions when the copier/printer is networked from a computer workstation or network is not covered under this agreement unless the malfunction is caused by a component failure in the copier or printer. Charges for repairs or replacement due to such aforementioned conditions shall be borne solely by the Customer.
  6. Under this Agreement, the Customer agrees to be responsible for keeping the copier replenished with the appropriate toner, fuser oil, waste disposal containers, liquid toner and dispersant. Service calls necessitated by the Customer's failure to replenish these supplies will not be covered under this agreement and shall be billed to the Customer at the prevailing labor rate. Labor for required developer exchanges (dry toner copiers only) is covered as a maintenance item under this Agreement.
  7. This Agreement does not include any applicable Federal, State or Local taxes. Any and all such taxes levied or imposed, now or hereafter, by any government authority shall be paid by the customer, in accordance with the law.
  8. This Agreement covers only the equipment purchased from TLC as part of this agreement.
  9. This Agreement is not transferable by the Customer except with the written consent of TLC Office Systems.
  10. This Agreement (consisting of the page one and page two of this sheet) constitutes the entire agreement between the Customer and TLC Office Systems with respect to furnishing of TLC Office Systems Service.
  11. This Agreement shall be deemed fully executed and performed in the State of Texas, County of Harris, and shall be governed by and construed in accordance with the laws thereof. In any action, proceeding or appeal on any matter related to or arising out of this Agreement, the Customer and TLC Office Systems shall be subject to the personal jurisdiction of the State of Texas, County of Harris, including any federal or state court sitting therein, and all court rules thereof and shall accept venue in any federal or state court in Texas.
  12. Facsimile equipment and Laser Printers shall be covered under Standard Service Agreement.
  13. Inspections shall be necessary on equipment currently not under service Agreement. Service Agreement shall only be put in effect upon authorization of TLC technicians minimal criteria.
  14. Prices are subject to change on term anniversaries.
  15. IT Network Connectivity consists of installation and configuration for up to five workstations per multi-functional machine itemized on contract. Each additional workstation will be billed at an additional rate. Maintenance agreement will cover network installation for 30 days from date of installation. Any changes or additions after this date will be billed at an hourly service charge; unless issue is a result of hardware failure on referenced imaging system. Includes a dark web monitoring service, cybersecurity review & evaluation with an executive summary and scorecard.

FILED  
 TERRI ROSS  
 COUNTY CLERK  
 2021 DEC 5 AM 10:57  
 SHURLOCK  
 DORR

I have read and agreed to the terms and conditions as itemized above

Initial & date TT Nov 30, 2021