

SAMPLE VENDOR CONTRACT *

ABC Company
123 Main Street
Anytown, NY 12345

Billing Address:

Agency Name
 Building A
 Third Floor, Room 1
 Anytown, NY 12345

Service Location Address:

Agency Name
 Building Name
 Third Floor, Room 1
 Anytown, NY 12345

MODEL	SERIAL NUMBER	DESCRIPTION	BASE CHARGE	COPIES INCLUDED IN BASE CHARGE	OVERAGE OR COST PER COPY
XYZ	678910	Copier	\$ 990.00	144,000	0.01267

NOTE: ONE COPY IS COUNTED FOR EACH 8.5 X 11 INCH IMAGE

Under the items of this program, customers purchasing this agreement will be entitled to labor, transportation costs, all replacement parts, imaging units as required, and black toner based on 6% toner usage ratio and number of copies purchased, excluding paper and staples. This Toner Inclusive Program is based on manufacturer supply consumption rates. Vendor will determine and deliver supplies in accordance with agreed upon usage. Consumption of covered supply products varying significantly from expected usage may result in additional charges for supplies.

	Items	\$ 990.00
	Tax	0.00
	Total	\$ 990.00
	State Pays	\$ 900.00

Service Calls:

Service is given, without charge for labor, during normal business hours of 8:00 a.m.-5:00 p.m. Monday through Friday exclusive of holidays. Overtime charges at the current rate shall apply and be invoiced for all service calls made outside normal business hours.

Service Maintenance and Replacements Provided:

- a. Inspection of the unit for the required service,
- b. Operating parts will be cleaned and lubricated as necessary.

Termination:

This agreement may be terminated by either party on thirty days notice effective at the end of the twelfth month of any year of the term. Such termination shall affect only future obligations and liabilities and not any of the past liabilities or obligations. However, the customer shall not be entitled to any refund or any replacements. If customer elects to terminate this Agreement prior to its expiration, there will be a penalty charge equal to 25% of the face value of the Agreement. If the unused portion is less than 25% of the face value, Customer will not be entitled to a refund.

One invoice:

This agreement will be automatically renewed annually unless 30 days prior written notice of cancellation is given by either party. Annual renewals may incorporate nominal price changes that reflect fair market value.

Application:

Without prior written authorization, this Agreement shall not apply to any equipment which ceases to be at the customer location described on the reverse side hereof or is damaged through accident, abuse, misuse, theft, neglect, acts of third parties, fire, water, casualty or any other natural force.

Agreement signed by the Customer and the Service Manager shall constitute a Binding Agreement.

BY _____ DATE _____ BY _____ DATE _____
 Customer Signature Service Representative
 _____ BY _____ DATE _____
 Title Service Manager

This AGREEMENT MUST BE RETURNED ALONG WITH PAYMENT to the Service Location listed above. Please be sure to enter the COMMENCEMENT METER READING and add STATE and LOCAL TAXES to payment. AUTHORIZED SIGNATURE is required to process this Agreement.

* This form is intended for illustration purposes only, as a representation of a maintenance contract that will be cancelled or not renewed when the equipment is transferred to the Equipment Maintenance Program. © 2006 State of New York, Office of General Services