



A Division of Legend Data Systems, Inc.
 18024- 72nd Ave S., Kent, WA 98032
 PH: 425-251-1670 FAX: 425-251-1894
 www.legendid.com

Effective Date: August 1st, 2013
 Expiration Date: July 31st, 2014

MAINTENANCE AGREEMENT

- ◆ **Professionally Trained Technicians.** Factory trained technicians are on call to service your equipment.
- ◆ **Scheduled Maintenance.** Regularly scheduled inspections assure quality performance and maximum uptime for your equipment.
- ◆ **Unscheduled Maintenance.** No additional labor charge for emergency service during contract coverage hours.
- ◆ **Parts Replacement.** Parts inspected for proper performance and replaced as required.
- ◆ **Cleaning, Lubrication and Adjustments.** Equipment periodically cleaned, lubricated and adjusted to keep equipment at peak efficiency.
- ◆ **Price Protection.** For items covered, prices under this agreement will be at rates effective on each succeeding annual renewal date.

Type of Agreement	Model No.	Serial No.	Maintenance Frequency	Annual Fee
PMA	CP60 Plus	Q96349	Semi-Annual	\$1045.00
				Subtotal: \$ 1045.00
				Tax: \$ 81.51
				Total: \$ 1126.51

Customer hereby orders and Legend agrees to provide maintenance service for the equipment listed above in accordance with the Terms and Conditions statute provided by Legend. The annual rate of maintenance shall be paid in full within 30 days of commencement of this agreement. Only equipment listed above is covered under this agreement.

Please indicate here that you have read the terms and conditions of this maintenance agreement.

Service to be rendered at:
 Pacific County Sheriff's Office
 300 Memorial Drive
 South Bend, WA 98586
 Denise Rowlett
drowlett@co.pacific.wa.us

By _____

Title _____ Date _____

P.O. Number _____


 Doug Dotchin
 Service Manager, Legend ID

Terms and Conditions of Maintenance Agreement

Legend Data Systems, Inc. dba Legend ID agrees to perform maintenance service and furnish necessary replacement parts for Customer's equipment described herein in consideration of the applicable fees, and subject to the following terms and conditions.

1. Legend ID technicians will perform maintenance service, at the scheduled frequency, sufficient to keep equipment in good operating condition. Operational maintenance tasks, as specified in equipment operator's manuals, to keep equipment in good operating condition between maintenance calls are the responsibility of the operator(s) of the equipment. It is a condition of this Agreement that the equipment be in good operating condition.
2. Maintenance agreements cover labor, travel time and expense and callbacks. Response time to calls is 4 hours with onsite response in 24 hours.
3. Fees for maintenance service do not cover:
 - a) Cost of motors or electrical components replaced due to changes in power line specifications.
 - b) Labor, parts and expenses necessary for:
 - I. Repair of damage caused by Customer's negligence, accident, fire, water, power line voltages beyond those specified for the particular equipment, or
 - II. Major repair, overhauling or altering equipment. When any such repairs are requested, Legend ID will submit and estimate before customer's approval before work is started.
 - III. Damages/problems caused due to use of non-OEM supplies.
 - IV. Damages/problems caused by daily usage beyond manufacturers specifications.
4. Fees for maintenance service do not include new attachments, regulating transformers, power line regulation devices, supply system or operating supplies.
5. Standard charges will be incurred by the Customer for service calls made only for the purpose of installing operating supplies, or for performing operator or key operator functions as specified in the operator's manual. Such work, if required, will be performed without charge when the technician is present for other reasons.
6. New attachments added to equipment will be maintained for an additional fee, if any, at prevailing rates.
7. All maintenance service will be performed on Customer's premises during mutually agreed upon times. A service charge will be made for a service call requested by Customer outside of the designated maintenance coverage period(s).
8. The normal shift coverage period is between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays. A premium will be assessed for coverage outside these hours.
9. Legend ID shall be excused from and shall not be liable for any failure or delay in performance hereunder due to acts of God, accidents, fires, explosions, strikes, labor disputes, wars, failures or delay in transportation, government or judicial action affecting the terms of this Agreement or otherwise, shortages of labor, fuel, raw material or machinery, or any other cause beyond its or its suppliers' control. In no event shall Legend ID be liable to Customer for special, incidental, consequential or indirect damages, including lost profits, revenues of business opportunities, caused by its delay in or failure to perform its obligations under this Agreement. Legend ID's total liability for breach of this Agreement shall not exceed the amount refundable under the provisions for termination of this Agreement.
10. This Agreement shall become effective upon payment by Customer of charges for the first billing period, and shall continue in effect thereafter until the expiration date of the contract.
11. Maintenance service fees plus applicable taxes are payable in advance at the designated billing frequencies. Net payable upon receipt of invoice.
12. This Agreement shall be terminated as to any or all items of equipment by either party upon thirty (30) days prior to written notice, addressed to Legend ID's servicing location, or to Customer's billing address. Upon termination prior to the end of a prepaid period Legend will refund Customer the pro rated amount of the prepayment based upon the number of scheduled service calls not performed. Termination shall not, however, relieve Customer of its obligation for all charges incurred through the date of termination. Modification of any equipment by Customer will automatically terminate this Agreement as to such equipment.
13. This agreement constitutes the entire agreement between the parties, supersedes all prior agreements and representation, whether oral or written, and may not be modified, amended or changed except by written agreement between the parties. Any terms or conditions of any purchase order or other instrument issued by Customer which are in addition or inconsistent with the terms or conditions of this Agreement shall not be binding upon Legend Data Systems, Inc. and shall not apply to this Agreement.
14. This Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns.