

LOS RIOS COMMUNITY COLLEGE DISTRICT

PURCHASING: (916) 568-3071 ACCOUNTING: (916) 568-3065

FAX: (916) 568-3145

PURCHASE ORDER NO

0001068177

PLEASE SEE REVERSE SIDE FOR SPECIAL INSTRUCTIONS, TERMS AND CONDITIONS.

Date 08/13/2012	Revision	Page 1
Payment Terms NET 30	Freight Terms Shipping Point	Ship Via Best Metho
Reference: 767144 ANDREWS POONV		Location / Dept 04EDCC211

Vendor: 0000004527
RAY MORGAN CO.
3131 ESPLANADE
CHICO CA 95973

Phone: (800) 640-6065

email:

Ship To: EL DORADO CENTER
RECEIVING
6699 CAMPUS DRIVE
PLACERVILLE CA 95667
United States

Bill To: 1919 Spanos Court
Sacramento CA 95825-3981
United States

Tax Exempt? N

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1- 1	S/N KLP00125 / 45677 MAINTENANCE AGREEMENT CANON IR3570G LOCATED IN EDC COMPUTER LAB STAFF WOKROOM BUILDING 3 (C-204) B/W \$0.0158 / COPY, ESTIMATED USAGE 20,000 7/1/12 - 6/30/13	1.00	EA	315.84	315.84	08/13/2012

Sub Total Amount	315.84
Sales Tax Amount	0.00
Total PO Amount	315.84

BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	BYear
GENFD	5600	11	FL.VI.OFFC	67900	00000	041A	315.84	2013

Verification of this purchase order can be made using the Los Rios Community College District web site listed below. If you have any questions, please contact the Purchasing Office at (916) 568-3071.

<http://www.losrios.edu/purchasing/povalidation>

All shipments, invoices, and correspondence must be identified with our Purchase Order Number. Overshipments will not be accepted unless authorized by Buyer prior to shipment.

Authorized Signature

Notice to vendor: You are responsible for delivering goods and delivery documents to the Receiving Department at the site. Failure to do so will delay payment processing. Vendor is responsible for obtaining verification of delivery by authorized Receiving Room personnel. Receipt of goods by other parties and failure to obtain authorized signatures may also delay payment. NOTE: PAYMENT TERMS NET 30 MATERIAL SAFETY DATA SHEETS (MSDS) must be provided with the delivery of product as required by law.

PURCHASE ORDER TERMS AND CONDITIONS

1. **APPLICABLE LAW:** The contract resulting from this order shall be governed by the laws of the State of California
2. **COMPLETION OF ORDERS:** LRCCD reserves the right to withhold payment until order is completed.
3. **DISCOUNTS:** Please show cash payment discount offered on your invoice in connection with any discount offered, time will be computed from date of delivery of the supplies or equipment, or from date correct invoices are received in the office specified by LRCCD if the latter date is later than the date of delivery. Payment is deemed to be made for the purpose of earning discount, on the date payment is mailed or on behalf of LRCCD.
4. **INVOICES:** Invoices shall be prepared and submitted in duplicate unless otherwise specified. Invoices shall contain Purchase order number, date, description of items, sizes and quantities, unit prices, extended totals, place and date of delivery. Invoices or vouchers not on printed bill heads shall be signed by the CONTRACTOR or person furnishing the supplies or services. Every invoice shall be properly itemized. If LRCCD has not received billing for product or services within a one year period LRCCD will not be held responsible for satisfying the debt.
5. **CHANGES:** No change or modification in terms, quantities, or specifications may be made without express authorization in writing from the LRCCD Purchasing Office and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. If unit cost of any item exceeds the amount shown by 10% or \$250.00 whichever is less do not ship. Contact LRCCD Purchasing at the phone number provided.
6. **BILL OF LADING:** If Bill of Lading is applicable to this order, send originals to "Ship to" address and duplicate Bill of Lading with invoices to "Bill to" address. All correspondence, invoices, bills of lading, shipping memos, packages, etc., must show purchase order number. If factory shipment, advise factory to comply.
7. **TRANSPORTATION CHARGES:** Invoices for prepaid transportation charges must be supported by original receipted expense bills.
8. **FOB POINT AND FREIGHT CHARGES:** Unless otherwise specified on this order, all items shall be delivered FOB Destination. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, or for any other purpose will be paid by LRCCD unless expressly included and itemized in the order. Unless otherwise shown, on "FOB Shipping Point" transactions, CONTRACTOR shall arrange for lowest cost transportation, prepay and add freight to invoice and furnish supporting freight bills if the amount exceeds \$50.00. On "FOB Shipping Point" transactions, should any shipments under this purchase order be received by LRCCD in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the equipment and/or material, CONTRACTOR on request of LRCCD shall at CONTRACTOR's own expense assist LRCCD in establishing carrier liability by supplying evidence that the equipment and/or materials was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions. Shipments that are California intrastate in nature and where freight is to be borne by LRCCD shall be tendered to carriers with written instructions that rate and charges may not exceed the lowest lawful rates on file with the California Public Utilities Commission.
9. **PATENT INDEMNITY:** The CONTRACTOR shall hold LRCCD, its officers, agents and employees harmless from alleged liability of any nature or kind, including costs and attorney fees and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
10. **TAXES:** Certain articles sold to LRCCD are exempt from certain Federal excise taxes. LRCCD will reimburse the CONTRACTOR for, or pay directly, all California State and local sales and use taxes applicable to this purchase.
11. **EQUAL OPPORTUNITY EMPLOYER:** The acceptance of this purchase order by a supplier of goods and services is a certification that such supplier complies with all provisions of executive order 11246 and is an equal opportunity employer.
12. **GENERAL SAFETY ORDERS:** All materials, supplies and services sold to LRCCD shall conform to the general safety orders of the State of California. All materials, except as otherwise specified, must be new and of the best quality of their respective kinds.
13. **INDEMNIFICATION:** CONTRACTOR shall indemnify, defend and hold harmless LRCCD, its trustees, officers, agents, employees and volunteers, from any and all **claims**, demands, suits, causes of action, damages, penalties, breaches of this agreement, infringement of patent rights, costs, expenses, violations of employee occupational health and safety laws, attorney fees, losses or liability, property damage, personal injuries to or death of persons, arising out of, alleged to have arisen out of, or relating in any way to CONTRACTOR's work to be performed under this agreement, except if caused solely by the negligence of LRCCD.
14. **TERMINATION:** LRCCD may terminate this agreement and be relieved of the payment of any consideration to CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination LRCCD may proceed with the work in any manner deemed proper by LRCCD. The cost to LRCCD shall be deducted from any sum due the CONTRACTOR under this agreement and the balance if any, shall be paid the CONTRACTOR upon demand.
15. **ASSIGNMENT:** Without the written consent of LRCCD, this agreement is not assignable by CONTRACTOR either in whole or in part.
16. **PUBLIC WORKS PROJECTS:** CONTRACTOR must comply with Public Contract Code.
17. **CA LABOR CODE:** Pursuant to Section 1700, and following, the CONTRACTOR shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the Business Office of the Los Rios Community College District, 1919 Spanos Court, Sacramento, CA 95825. Those copies shall be made available to any interested party upon request. The CONTRACTOR shall forfeit, as penalty to the LRCCD, Fifty Dollars (\$50.00) for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for any work done under the contract by him/her or by any subcontractor under him, in violation of the provisions of such Labor Code.
18. **NOTICE:** Your employees may be exposed to hazardous substances during the course of their work while on LRCCD property. For additional information on the hazardous substances that your employees may be exposed to contact the LRCCD General Services Department at (916) 568-3048.
19. **INSURANCE:** CONTRACTOR shall, at all times, maintain in full force and effect the following insurance: Workers' Compensation, Commercial General Liability, Auto Liability, and Professional Liability if licensed professional. Policy limits for each shall be at least \$1,000,000 AND \$3,000,000 AGGREGATE for bodily injury, personal injury and property damage. Any combination of General Liability and Excess Coverage can be combined to meet the Aggregate. LRCCD shall be named as an additional insured on CONTRACTOR's policies. The CONTRACTOR shall provide a certificate of insurance and required endorsements to comply with this section at least 15 days prior to commencement of work under this contract. The certificate shall state that LRCCD will be given 30 days notice of any material change or cancellation in coverage.
20. **DISQUALIFIED EMPLOYEES:** CONTRACTOR shall ensure that persons who perform services on LRCCD property have not been convicted of any felony, or any controlled substance offense or any sex offense as those terms are defined by Education Code section 87008-87010. If LRCCD determines that any person employed by CONTRACTOR to work on LRCCD property is incompetent, unfaithful, intemperate, disorderly, abusive or is otherwise unsatisfactory, CONTRACTOR shall cause that employee to be removed from working on LRCCD property immediately, and that person shall not be employed again on LRCCD property.
21. **WORK AUTHORIZATION:** Prior to LRCCD's acceptance of this Agreement, CONTRACTORS who are not U.S. citizens must provide verification of (a) work authorization status from the appropriate U.S. Department of State; (b) a copy of their U.S. visa; (c) the number of days present in the U.S.; and (d) tax treaty status. LRCCD shall not make any payments to CONTRACTOR unless CONTRACTOR holds the appropriate U.S. visa. CONTRACTOR is responsible for ensuring they are in possession of the appropriate visa.
22. **WARRANTY:** CONTRACTOR expressly warrants that all materials, goods, equipment, services, and/or labor shall conform to the requirements set forth or incorporated into this order and any applicable industry standards or requirements, shall be merchantable and free from defects in workmanship, materials and/or design (including latent defects), and shall perform as specified. CONTRACTOR further warrants that all materials, goods, equipment, services, and/or labor will be fit and sufficient for the particular purposes intended by LRCCD. Unless agreed upon otherwise between LRCCD and CONTRACTOR, the warranty period shall be the longer of: (a) any express warranty included in this service agreement; (b) one year after the materials, goods, equipment, services, and/or labor are accepted by LRCCD; or (c) any warranty period provided under any applicable California law.

Los Rios Community College District

Page _____ of _____

Requisition

Req. No. 767144
P.O. NO.

Vendor Code	DATE <u>August 3, 2012</u>
Approved	VENDOR <u>Ray Morgan Company</u>
Terms	ADDRESS <u>3131 Esplanade</u>
F.O.B.	CITY <u>Chico</u> STATE <u>CA</u> ZIP <u>95973</u>
	PHONE _____ FAX _____

DELIVERY INSTRUCTIONS	
04EDCC211 ✓	Location Code
EDC Computer Lab WorkRoom (staff)	
College/District Location	Department
<u>Instructional</u>	
Division	Date Required

ITEM	DESCRIPTION	ORDERED		AMOUNT	
		QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
*Use additional paper if necessary and please reference requisition number. DO NOT USE A SECOND REQUISITION.					
1	S/N KLP00125/45677 CANON IR3570 Located in EDC	1	ea	315.84	315.84
2	Computer Lab staff workroom, Building 3 (C-204)				
3	B/W copes at \$0.0158, estimated usage 20,000.				
4	Maintenance agreement dated July 1, 2012.				
5					
6					
7					
8					
9					
10					
11					
12					
13					

Purchases Charged to Categorical Programs, Grants or Special Projects This purchase is in compliance with the requirements of _____			Sales Tax
Program Name	Program Director/Coordinator Signature	Project/Grant Number	Total
_____ For grants/special projects	_____	_____	\$315.84 ✓
Program Goal/Objective Number/Explanation			

I hereby certify the items/services listed above are to be obtained in accordance with District Regulation 8323, Section 4, Conflict of Interest, and all other applicable district, state, and federal policies, rules, regulations and laws.

REQUESTED BY: Adrienne Andrews TYPED/PRINT DATE 08/03/12
 REQUESTED BY: [Signature] SIGNATURE DATE 08/03/12
 AUTHORIZED: [Signature] DEAN OR AUTHORIZED SIGNATURE DATE 8/8/12
 APPROVED: [Signature] VICE PRESIDENT, ADMINISTRATION DATE _____

GENFD / 5600 / 11 / FL.VI.OFFC				
Bus. Unit	Account*	Fund	Org	
67900	/00000	/ 2013	/ 041A	\$ 315.84
Program	Sub-Class	BY	Proj/Grnt	Amount
/	/	/	/	
Bus. Unit	Account*	Fund	Org	
/	/	/	/	
Program	Sub-Class	BY	Proj/Grnt	Amount
/	/	/	/	

* Asset Location - For equipment purchases over \$200 (Accounts 6490, 6495 and computers) complete the area below indicating the final location where equipment will be housed.

Location Code _____	Dept. _____
Building _____	Room No. _____

Instructions on Reverse



Ray Morgan Company



3131 Esplanade, Chico, CA 95973 PH: (530) 343-6065 FAX: (530) 343-9470

MAINTENANCE AGREEMENT

Purchase Order# _____
When utilizing a purchase order, please submit a hard copy of the purchase order with the signed agreement.

Date: _____
Contract # NEW
RMC Account Rep: Tina Peters

BILL TO: 5683077

Company Name:	Los Rios Community College Dist		
Department:			
Address:	1919 Spanos Court		
City:	Sacramento	County:	
State:	CA	Zip:	95825
Phone #:	916-608-6650	Fax:	
Contact:	Kathy Barnes Liguori		
Email Address:	barnesk@flc.losrios.edu		

SHIP TO: 6425601

Company Name:	El Dorado Center		
Department:			
Address:	6699 Campus Dr.		
City:	Placerville	County:	
State:	CA	Zip:	95667
Phone #:	530-344-5716	Fax:	
Contact:	Adrienne Andrews		
Email Address:	andrewa@flc.losrios.edu		

Meter Contact Information:

Contact Name:	Adrienne Andrews
Phone Number:	530-344-5716
Email Address:	andrewa@flc.losrios.edu

AGREEMENT START DATE: 7/1/2012 - 6/30/2013

This maintenance plan is effective for 12 months from the agreement start date (install date if applicable). Base charges are payable in advance with overages billed in arrears.

COVERAGE TYPE: (Network support and related technical services are NOT covered by this agreement. Such services are offered with optional TSA agreement.)

- STANDARD (GF) (Includes all parts & labor; Excludes ALL consumables.) Excludes Drum (GP)
- BUNDLED - including KIP Wide Format w/o paper (AI) (Includes all parts, labor and consumable toner. Consumables such as, but not limited to staples, ink stamps, paper or specialty media are excluded)
- Wide Format "Plus" (AIP) (Includes all parts, labor & supplies, including 20 lb standard bond paper)
- NON-STANDARD (TO) (Includes consumable toner cartridges only. Excludes all parts, labor, and consumables such as, but not limited to staples, ink stamps, paper or specialty media)

COVERED EQUIPMENT

MODEL #	SERIAL # / ID #	START METER	ESTIMATED ANNUAL VOLUME	MANUFACTURER'S PUBLISHED YIELD PER CONTAINER	Minimum Volume per Month	Minimum Base Charge Per Month	OVERAGE/PER COPY CHARGE
NP 7130F	NVH36923/1398		12,000	5,000	1,000	\$35.00	\$0.0300
IRC 5870 B/W	SJY13325/76285		300,000	40,000	25,000	\$225.00	\$0.0090
IRC 5870 CLR	SJY13325/76285		per image	9,500	per image	per image	\$0.0980
IR 7095	SHX11398/64771		600,000	47,000	50,000	\$299.00	\$0.0060
IR 3570	KLP00125/45677		20,000	24,000	1,666	\$26.32	\$0.0158

Minimum Total Per MONTH \$585.32

(Plus Applicable Taxes)

QUANTITY OF TONER INCLUDED IN AGREEMENT: Per mfg Specs

In the case of supply inclusive agreements, RMC will supply to the Customer toner free of charge according to the Manufacturer's Published Yield per Container. At RMC's discretion, RMC may perform a Toner Usage Reconciliation audit from time to time. If Customer's toner usage exceeds the manufacturer's published yields, RMC will bill the Customer for excess toner usage at its lowest published price.

RENEWAL: YES NO

BILLING CYCLE - Bases

- Monthly Annual
- Quarterly Semi-Annual

BILLING CYCLE - Meters

- Monthly Annual
- Quarterly Semi-Annual

SPECIAL INSTRUCTIONS

Customer agrees to purchase and RAY MORGAN COMPANY agrees to provide maintenance service for the equipment listed above, in accordance with the terms and conditions of this agreement. No terms or conditions, expressed or implied, are authorized unless they appear on the original of this agreement and are signed by the customer and an officer of RAY MORGAN COMPANY. The additional terms and conditions of this agreement listed on the reverse side are incorporated in and made part of this agreement. No change, alteration or amendment of these terms and conditions are authorized or effective unless agreed upon in writing by an officer of RAY MORGAN COMPANY. No course or dealing or other conduct or custom shall constitute an amendment to the terms hereof nor alter or vary the terms of this agreement.

X Adrienne Andrews V.P., Administration 8/8/12
CUSTOMER SIGNATURE TITLE DATE

X _____
RMC APPROVAL TITLE DATE

JP

RMC MAINTENANCE AGREEMENT - TERMS & CONDITIONS

12 months (TP)

- 1 During the term of this agreement, and for each unit of equipment listed on the front of this document or any subsequent amendment or Schedule, the Ray Morgan Company (RMC) will provide, without additional charge, emergency repair service, preventative service, replacement parts (except under the conditions noted in this agreement) and in case of supply inclusive agreements (see front page for this agreement's specific coverage) all supplies (except, as applicable, paper and staples) under the usage limitation conditions listed in the front page of this document. ~~The initial term of this agreement shall be for a period of 60 months and shall be automatically renewed for additional 12-month periods unless written notice is received by either party at least 90 days prior to the expiration of the initial term of the Agreement or any renewal thereof.~~ This agreement shall NOT be assignable by customer without RMC's prior written consent. RMC shall have the right to cancel this agreement if any item is sold to a third party without such consent.
- 2 Maintenance charges provided herein are based upon the current costs of parts and labor and are subject to periodic increases and the effect of inflation. After the first year anniversary date of this agreement and any subsequent twelve month period, the minimum annual or monthly maintenance charges and charges for any coverage copies/prints will increase a minimum of 5% over the charges of the previous year. In addition, the minimum billing charge, on any single billing period shall be \$35.00. In addition, RMC may assess an additional fuel and/or freight surcharge to offset higher than normal service costs as a result of adverse economic conditions.
- 3 It is understood that should customer wish to add additional, recently acquired but not "new", printers (HP, Kyocera and the like) to this agreement that RMC reserves the right to inspect and approve the addition of each. Such approval is contingent on age and overall condition of the printers in question. RMC might, after inspection, require that certain reconditioning or repairs be made before the equipment in question is covered under this maintenance agreement.
- 4 All routine preventative maintenance and emergency service necessary to keep the equipment in efficient operating order will be performed by RMC staff during its regular business hours (8:00 AM to 5:00 PM Monday through Friday except holidays) at no cost to Customer provided that such services shall not include the following:
 - a) repairs resulting from causes other than normal use; Customer's willful act, negligence or misuse including, without limitation, damage to drums or Photoconductor mechanisms and/or use or supplies or spare parts not manufactured by the original equipment manufacturer and which cause abnormally high service calls or service problems; accident, transportation, failure of electrical power, air conditioning or humidity control related problems, acts of nature (fire, flood etc), theft or
 - b) repairs made necessary by service performed by personnel other than an RMC representative, or
 - c) work which the customer requests to be performed outside regular business hours, or
 - d) reconditioning or modification to the equipment except those specified by RMC's Technical Service Department to assure greater performance of the equipment.All of the foregoing shall be invoiced in accordance with RMC's established per call rates and part charges then in effect. Additionally, RMC shall have the right, when reasonably in need for reasons of significant equipment failure, to substitute equivalent Equipment (age, model, accessories and meter) at any time during the term thereof. Any removed parts replaced by RMC shall become the property of RMC. RMC shall have full and free access to the Equipment in order to provide service thereon and customer shall from time to time advise RMC of the names of its employees who shall act as "key operators," with responsibility for performing basic operator maintenance as described by RMC personnel.
- 5 Certain "housekeeping" duties as outlined in the Owners Instruction Manual provided with the equipment (such as cleaning the glass, clearing misfeeds, if possible, etc) are the customer's responsibility. If a representative of RMC is called to do servicing of this nature the customer will be charged at the established rates for this service. Customer responsible for providing manufacturer recommended power supply.
- 6 Meter reading(s) must be provided by customer in accordance to the frequency stated on the reverse side of this Agreement. Customer agrees to provide correct meter readings to insure accurate and timely billing to the customer by RMC. If correct meter readings are not provided timely, RMC will calculate an estimated meter reading(s) and bill the Customer in accordance to the frequency contracted for. RMC will request meter readings via email. Upon receipt of email, it is the customer's responsibility to submit the meter reading(s) online at www.raymorgan.com. RMC may assess an additional surcharge to offset administrative costs should calls need to be made to Customer in order to secure meter readings. If the customer is not able to receive emails or submit meter readings online, RMC will fax a request for meter reading(s) in which case the customer must fax back the information requested on the date specified in order to avoid an additional administrative surcharge.
- 7 Additional service such as cosmetic, modification, or relocation, etc. requested and authorized by Customer and rendered by RMC will be charged at established rates for such service.
- 8 If customer's service and/or supply account becomes past due, RMC may (a) refuse service or delivery of supplies until account is made current or (b) provide service on a C.O.D. per call basis at the then current rate for time and materials. Additionally, Customer agrees to pay to RMC its cost and expense of collection including reasonable attorney's fees and all charges earned for service provided before the Customer went on a per call C.O.D. basis for non-payment per the terms of the agreement.
- 9 Liquidated damages: In the event that the customer defaults or chooses to cancel this Agreement before its original term or any extension thereof, Customer promises to pay to the Ray Morgan Company the following amounts as reasonable liquidated damages (and not as a penalty) for breach thereof:
 - a) Contracts with 24 or more months remaining: twelve times the monthly base (or as the case may be quarterly base divided by 3) plus six months average overages, if any. Overage average shall be determined as the average sum of overage billing the customer has been invoiced for during the current term or 6 months whichever is longer.
 - b) Contracts with 13 to 23 months remaining: nine times the monthly base plus six months average overages, if any. Overage average shall be determined as the average sum of overage billing the customer has been invoiced for the previous 6 months.
 - c) Contracts with 12 or less months remaining or any subsequent 12 month renewal: six times the monthly base plus six months average overages, if any. Overage average shall be determined as the average sum of overage billing the customer has been invoiced for during the previous 6 months.
- 10 Cancellation for Non-Performance: Customer may cancel the agreement for non-performance as follows: Customer must forward to RMC via registered mail, to the address listed on the front of this document, the specific problems with the system or other area(s) of non-performance and dissatisfaction. RMC shall have 30 days to correct the problem. If RMC has not corrected the problem within 30 days, Customer may notify RMC of their intent to cancel in 30 days, after which time the Customer is no longer bound by the Liquidated Damages portion of this agreement. Cancellation of the maintenance agreement for non-performance does not provide relief to the Customer from being obligated to make all remaining lease payments (if any) to the leasing company providing financing services for the equipment in question. This agreement may be cancelled by RMC for any reason.
- 11 Retained Title: Title to all supplies furnished hereunder, including consumable parts such as drums, remains with the Ray Morgan Company until said supplies are consumed to the extent they may not be further utilized in the copy/printing process. In the event this agreement is cancelled by either party, Customer agrees to return to the Ray Morgan Company all unused supplies provided under this agreement including toner and photoconductor.
- 12 RMC's obligation and warranties under this Agreement are in lieu of (a) all other warranties, expressed or implied, including implied warranties of merchantability and fitness for a particular purpose and (b) all other obligation or liabilities for damages including but not limited to personal injury or property damage, loss of profit or other consequential damages arising out of or in connection with this agreement of the maintenance service performed hereunder. Nor shall RMC be responsible for delays or inability to service caused directly or indirectly by strikes, accidents, climatic conditions or any other reason of similar nature beyond its control. This agreement shall be governed and construed according to the laws of the State of California.
- 13 Payment terms are upon receipt of invoice (URI) unless otherwise specified. Late charges will be assessed on the outstanding balance if payments are not received within 15 days of invoice date. The minimum late charge is \$9.50. Late charges will not exceed the maximum permitted by law. Customer agrees to pay to RMC a charge of \$25 for any returned checks per occurrence if any of seller's checks are returned to RMC unpaid. Upon default of any payment or any other aspect of this Agreement, RMC may at its option, declare the entire outstanding balance due and payable, including the Liquidated Damages stated in Section 9 of this Agreement.
- 14 In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs from the other.

This agreement constitutes the entire agreement between the parties with respect to the furnishing of maintenance service superseding all previous proposals oral or written. No representation or statement not contained herein shall be binding upon RMC as a warranty or otherwise, nor shall this Agreement be modified or amended unless signed by RMC's General Manager

1/5/2009