

# Los Rios Community College District

Purchasing: (916)568-3071 \* FAX (916) 568-3145  
LRCCDpurchase@losrios.edu

Accounting Ops: (916)568-3065 \* FAX (916) 286-3636  
Acctg-ops@losrios.edu

## PURCHASE ORDER NO 0001106562 CHANGE ORDER

Date	Revision	Page
06/28/2019	1 - 04/14/2020	1
Payment Terms	Freight Terms	Ship Via
NET 30	Shipping Point	Best Method
Reference:	Location / Dept	
1019986 PACTOLM HANEYB	04OPER206 INST	

PLEASE SEE TERMS AND CONDITIONS APPENDED TO THIS PO

**Supplier:** 0000004527

RAY MORGAN CO  
ATTN: TINA PETERS  
3131 ESPLANDE  
CHICO CA 95973

**Phone:** (800) 640-6065

**email:** contracts@raymorgan.com

**Ship To:** FOLSOM LAKE COLLEGE  
RECEIVING  
10 COLLEGE PARKWAY  
FOLSOM CA 95630  
United States

**Bill To:** LRCCD  
Invoice to: acctg-ops@losrios.edu  
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 GPQ51923, ID 73345, IR 5045 LOCATED IN FL2-142	1.00 LOT	2,550.00	2,550.00	06/30/2020
MONTHLY BASE RATE \$178.54 WITH 10,000 BW, AND 208 COLOR COPIES INCLUDED. B/W OVERAGE \$0.0153/COPY, COLOR OVERAGE .1264.					
2- 1	S/N GNW51412, ID 73343, IR 5035 LOCATED IN PAC-2270	1.00 LOT	1,400.00	1,400.00	06/30/2020
MONTHLY BASE RATE \$51.28 WITH 3,083 BW, AND 100 COLOR COPIES INCLUDED. B/W OVERAGE \$0.0125/COPY, COLOR OVERAGE .1264.					
3- 1	S/N XUW12191, ID 161399, IR C5535I LOCATED IN LIBRARY FL1-25	1.00 LOT	230.00	230.00	06/30/2020
MONTHLY BASE RATE \$12.83 WITH 1417 MONTHLY BW COPIES INCLUDED. B/W OVERAGE \$0.009, Color overages .0558					
4- 1	S/N LYA53145, ID 115220 IR 2230 LOCATED IN GYM-182	1.00 LOT	705.00	705.00	06/30/2020
MONTHLY BASE RATE \$46.36 WITH 2,000 BW, AND 300 COLOR COPIES INCLUDED. B/W OVERAGE \$0.0112/COPY, COLOR OVERAGE .0805.					
5- 1	S/N LYA53143, ID 115221, IR 2230 LOCATED IN FL4-127	1.00 LOT	730.00	730.00	06/30/2020
MONTHLY BASE RATE \$51.93 WITH 2,5000 BW, AND 300 COLOR COPIES INCLUDED. B/W OVERAGE \$0.0112/COPY, COLOR OVERAGE .0805.					
6- 1	ESTIMATED SALES TAX	1.00 LOT	160.00	160.00	06/30/2020

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 good and delivery documents to the Receiving Department at the site. Failure to so do will delay payment processing. Vendor is responsible for obtaining verification of delivery by authorized Receiving Room personnel. Receipt of good 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.

# Los Rios Community College District

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LRCCDpurchase@losrios.edu

Accounting Ops: (916)568-3065 \* FAX (916) 286-3636  
Acctg-ops@losrios.edu

## PURCHASE ORDER NO 0001106562 CHANGE ORDER

<b>Date</b>	<b>Revision</b>	<b>Page</b>
06/28/2019	1 - 04/14/2020	2
<b>Payment Terms</b>	<b>Freight Terms</b>	<b>Ship Via</b>
NET 30	Shipping Point	Best Method
<b>Reference:</b>	<b>Location / Dept</b>	
1019986 PACTOLM HANEYB	04OPER206 INST	

PLEASE SEE TERMS AND CONDITIONS APPENDED TO THIS PO

**Supplier:** 0000004527

RAY MORGAN CO  
ATTN: TINA PETERS  
3131 ESPLANDE  
CHICO CA 95973

**Phone:** (800) 640-6065

**email:** contracts@raymorgan.com

**Ship To:** FOLSOM LAKE COLLEGE  
RECEIVING  
10 COLLEGE PARKWAY  
FOLSOM CA 95630  
United States

**Bill To:** LRCCD  
Invoice to: acctg-ops@losrios.edu  
1919 Spanos Court  
Sacramento CA 95825-3981  
United States

**Tax Exempt?** N

Line-Sch	Item/Description	Quantity UOM	PO Price	Extended Amt	Due Date
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VALID FROM 07-01-19 TO 06-30-19 - BILLED QUARTERLY

MAINTENANCE AGREEMENT INCLUDES ALL PARTS, LABOR, PM, EMERGENCY REPAIRS, CONSUMABLES EXCEPT PAPER AND STAPLES  
CONTRACT #CN3055-05

PY PO 0001099396

FAX PO WITH MAINTENANCE AGREEMENT CN3055-04

04-13-20 CHANGE ORDER PER J. HARMAN, NEW PO TOTAL \$5,775.00 - BH

LINE 1 Decrease Blanket Purchase Order by \$50 to \$2,550  
LINE 2 Decrease Blanket Purchase Order by \$500.00 to \$1,400.00  
LINE 3 Increase Blanket Purchase Order by \$30.00 to \$230.00  
LINE 4 Increase Blanket Purchase Order by \$55.00 to \$705.00  
LINE 5 Increase Blanket Purchase Order by \$30.00 to \$730.00

<b>Sub Total Amount</b>	5,775.00
<b>Sales Tax Amount</b>	0.00
<b>Total PO Amount</b>	5,775.00

<u>BU</u>	<u>Acct</u>	<u>Fd</u>	<u>Org</u>	<u>Prog</u>	<u>Sub</u>	<u>Proj</u>	<u>Amount</u>	<u>BYear</u>
GENFD	5600	11	FL.VI.OFFC	67900	00000	041A	5,775.00	2020

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**Authorized Signature**

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MATERIAL SAFETY DATA SHEETS (MSDS) must be provided with the delivery of product as required by law.

# LOS RIOS COMMUNITY COLLEGE DISTRICT

PURCHASING: (916) 568-3071 • FAX: (916) 568-3145  
ACCOUNTING OPS: (916) 568-3065 • FAX: (916) 286-3636

PURCHASE ORDER NO 0001106562

PLEASE SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

Date	Revision	Page
06/28/2019		1
Payment Terms	Freight Terms	Ship Via
NET 30	Shipping Point	See Details
Reference:	Location / Dept	
1019986 PACTOLM HANEYB	04OPER206 INST	

Supplier: 0000004527  
RAY MORGAN CO  
ATTN: TINA PETERS  
3131 ESPLANDE  
CHICO CA 95973

Phone: (800) 640-6065  
Fax: (530) 781-1008

email: contracts@raymorgan.com

Ship To: FOLSOM LAKE COLLEGE  
RECEIVING  
10 COLLEGE PARKWAY  
FOLSOM CA 95630  
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 GPQ51923, ID 73345, IR 5045 LOCATED IN FL2-142	1.00 LOT	2,600.00	2,600.00	06/30/2020
	MONTHLY BASE RATE \$178.54 WITH 10,000 BW, AND 208 COLOR COPIES INCLUDED. B/W OVERAGE \$0.0153/COPY, COLOR OVERAGE .1264.				
2- 1	S/N GNW51412, ID 73343, IR 5035 LOCATED IN PAC-2270	1.00 LOT	1,900.00	1,900.00	06/30/2020
	MONTHLY BASE RATE \$51.28 WITH 3,083 BW, AND 100 COLOR COPIES INCLUDED. B/W OVERAGE \$0.0125/COPY, COLOR OVERAGE .1264.				
3- 1	S/N XUW12191, ID 161399, IR C55351 LOCATED IN LIBRARY FL1-25	1.00 LOT	200.00	200.00	06/30/2020
	MONTHLY BASE RATE \$12.83 WITH 1417 MONTHLY BW COPIES INCLUDED. B/W OVERAGE \$0.009, Color overages .0558				
4- 1	S/N LYA53145, ID 115220 IR 2230 LOCATED IN GYM-182	1.00 LOT	650.00	650.00	06/30/2020
	MONTHLY BASE RATE \$46.36 WITH 2,000 BW, AND 300 COLOR COPIES INCLUDED. B/W OVERAGE \$0.0112/COPY, COLOR OVERAGE .0805.				
5- 1	S/N LYA53143, ID 115221, IR 2230 LOCATED IN FL4-127	1.00 LOT	700.00	700.00	06/30/2020
	MONTHLY BASE RATE \$51.93 WITH 2,5000 BW; AND 300 COLOR COPIES INCLUDED. B/W OVERAGE \$0.0112/COPY, COLOR OVERAGE .0805.				
6- 1	ESTIMATED SALES TAX	1.00 LOT	160.00	160.00	06/30/2020

VALID FROM 07-01-19 TO 06-30-19 - BILLED QUARTERLY

MAINTENANCE AGREEMENT INCLUDES ALL PARTS, LABOR, PM, EMERGENCY REPAIRS, CONSUMABLES EXCEPT PAPER AND STAPLES  
CONTRACT #CN3055-05

PY PO 0001099396

FAX PO WITH MAINTENANCE AGREEMENT CN3055-04

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Authorized Signature

Authorized Signature  
on Total PO  
Amount Page

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# LOS RIOS COMMUNITY COLLEGE DISTRICT

PURCHASE ORDER NO 0001106562

PURCHASING: (916) 568-3071 • FAX: (916) 568-3145

ACCOUNTING OPS: (916) 568-3065 • FAX: (916) 286-3636

PLEASE SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

Date	Revision	Page
06/28/2019		2
Payment Terms	Freight Terms	Ship Via
NET 30	Shipping Point	See Details
Reference:	Location / Dept	
1019986 PACTOLM HANEYB	04OPER206 INST	

Supplier: 0000004527

RAY MORGAN CO  
ATTN: TINA PETERS  
3131 ESPLANDE  
CHICO CA 95973

Phone: (800) 640-6065

Fax: (530) 781-1008

email: contracts@raymorgan.com

Ship To: FOLSOM LAKE COLLEGE  
RECEIVING  
10 COLLEGE PARKWAY  
FOLSOM CA 95630  
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
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Sub Total Amount	6,210.00
Sales Tax Amount	0.00
Total PO Amount	6,210.00

BU	Acct	Ed	Org	Proq	Sub	Proj	Amount	BYear
GENFD	5600	11	FL.VI.OFFC	67900	00000	041A	6,210.00	2020

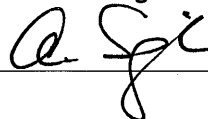
0001019986CHAVEZA26-JUN-2019

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>

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Authorized Signature



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# Requisition

**Supplier:** RAY MORGAN CO  
ATTN: TINA PETERS  
3131 ESPLANDE  
CHICO CA 95973  
United States

**Phone:** (800) 640-6065 **Fax:** (530) 781-1008  
**email:** contracts@raymorgan.com

0000004527

<b>Business Unit:</b>		<b>GENFD</b>	<b>OPEN</b>
Req ID:	Date	Page	
0001019986	07/01/2019	1	
Requisition Name:			
2020 Ray Morgan VI maintenance			
Requester			
Monica Pactol			
Requester Signature			
Buyer:			
Approved:			
Entered By: BARNES-K 10-JUN-2019			

**Ship To:** RECEIVING  
10 COLLEGE PARKWAY  
FOLSOM CA 95630

Line-Schd	Description	Quantity	UOM	Price	Extended Amt Due Date
1-1	S/N GPQ51923, ID 73345, IR 5045 LOCATED IN FL2-142	1	LOT	2,600.00	2,600.00

MONTHLY BASE RATE \$178.54 WITH 10,000 BW, AND 208 COLOR COPIES INCLUDED. B/W OVERAGE \$0.0153/COPY, COLOR OVERAGE .1264.

2-1	S/N GNW51412, ID 73343, IR 5035 LOCATED IN PAC-2270	1	LOT	1,900.00	1,900.00
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MONTHLY BASE RATE \$51.28 WITH 3,083 BW, AND 100 COLOR COPIES INCLUDED. B/W OVERAGE \$0.0125/COPY, COLOR OVERAGE .1264.

3-1	S/N XUW12191, ID 161399, IR C5535I LOCATED IN LIBRARY FL1-25	1	LOT	200.00	200.00
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MONTHLY BASE RATE \$12.83 WITH 1417 MONTHLY BW COPIES INCLUDED. B/W OVERAGE \$0.009, Color overages .0558

4-1	S/N LYA53145, ID 115220 IR 2230 LOCATED IN GYM-182	1	LOT	650.00	650.00
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MONTHLY BASE RATE \$46.36 WITH 2,000 BW, AND 300 COLOR COPIES INCLUDED. B/W OVERAGE \$0.0112/COPY, COLOR OVERAGE .0805.

5-1	S/N LYA53143, ID 115221, IR 2230 LOCATED IN FL4-127	1	LOT	700.00	700.00
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MONTHLY BASE RATE \$51.93 WITH 2,5000 BW, AND 300 COLOR COPIES INCLUDED. B/W OVERAGE \$0.0112/COPY, COLOR OVERAGE .0805.

6-1	ESTIMATED SALES TAX	1	LOT	160.00	160.00
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6,210.00 Sub-total  
0.00 Est. tax

Total Requisition Amount: 6,210.00

BILLED QUARTERLY  
MAINTENANCE AGREEMENT INCLUDES ALL PARTS, LABOR, PM, EMERGENCY REPAIRS, CONSUMABLES EXCEPT PAPER AND STAPLES  
CONTRACT #CN3055-05  
PERIOD: 7/1/19 - 6/30/20  
PY PO 0001099396

Approval Signature	Approval Signature	Approval Signature
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# Requisition

**Supplier:** RAY MORGAN CO  
ATTN: TINA PETERS  
3131 ESPLANDE  
CHICO CA 95973  
United States

**Phone:** (800) 640-6065 **Fax:** (530) 781-1008  
**email:** contracts@raymorgan.com

0000004527

<b>Business Unit:</b> GENFD OPEN		
Req ID:	Date	Page
0001019986	07/01/2019	2
Requisition Name:		
2020 Ray Morgan VI maintenance		
Requester		
Monica Pactol		
Requester Signature		
Buyer:		
Approved:		
Entered By: BARNES-K 10-JUN-2019		

**Ship To:** RECEIVING  
10 COLLEGE PARKWAY  
FOLSOM CA 95630

Line-Schd	Description	Quantity	UOM	Price	Extended Amt	Due Date
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FAX PO  
ENCLOSED WITH MAINTENANCE AGREEMENT CN3055-04

<u>BU</u>	<u>Acct</u>	<u>Fd</u>	<u>Org</u>	<u>Prog</u>	<u>Sub</u>	<u>Proj</u>	<u>Amount</u>
GENFD	5600	11	FL.VI.OFFC	67900	00000	041A	6,210.00

Approval Signature	Approval Signature	Approval Signature
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06/03/2019

Attn:

Los Rios Community College Dist DO Receiving  
1919 Spanos Ct  
Sacramento, CA 95825

Re: CN3055-07, All Inclusive

## NEW PURCHASE ORDER REQUIRED

As a reminder, your maintenance agreement is in need of a new purchase order for Contract # CN3055-07, running 07/01/2019 through 06/29/2020. For reference, the current purchase order # is 0001099396, set to expire on 7/1/2019.

Thank you for your loyalty as a Ray Morgan Company customer. To assist in preparation of your new purchase order, below please find your covered copies, volume and rate table. Your base rate and copies included are represented as per month. The actual billing cycle is listed under "Base Type". For example: If the contract base type is quarterly, the base rate will be billed 3x the monthly base rate and include 3x the copies included in the table. For PO purposes only, please encumber \$4,052.30 + tax. Sales tax is calculated with 34% of the agreement being taxed at your current sales tax rate. All other terms and conditions of the original agreement (or subsequent agreement if applicable) will remain in effect.

Item	Equip ID	Serial Number	Ship To Name	Location Info	Base Type	Monthly Base Rate	Overage Type	BW Group Name	Monthly BW Copies Included	BW Group Rate	CLR Group Name	Monthly CLR Copies Included	CLR Rate
IR C5045B	73345	GPQ51923	Folsom Lake College	Cypress hall. Room 142	Quarterly	\$178.54	Quarterly	BW Pool 1	10,000	\$0.0153	CLR Pool 1	208	\$0.1264
IR C2230B	115221	LYA53143	Folsom Lake College	FL4/Dogwood Hall workroom Rm 127	Quarterly	\$51.93	Quarterly	BW Pool 4	2,500	\$0.0112	CLR Pool 2	300	\$0.0805
IR C5035B	73343	GNW51412	Folsom Lake College	Vapa Fac Wk	Quarterly	\$51.28	Quarterly	BW Pool 2	3,083	\$0.0125	CLR Pool 4	100	\$0.1264
IR C2230B	115220	LYA53145	Folsom Lake College	Gymnasium Room G-182	Quarterly	\$46.38	Quarterly	BW Pool 3	2,000	\$0.0112	CLR Pool 3	300	\$0.0805
<b>This renewal will add the following equipment to contract</b>													
IR C5535i	161399	XUW12191	Folsom Lake College	Library Room 25	Quarterly	\$12.83	Quarterly	BW Pool 5	1416.67	\$0.009	CLR Pool 5	0	\$0.0558

Please contact me if you would like to make any volume changes to your contract, otherwise, please submit your new purchase order referencing your maintenance agreement # CN3055-07 by:

Scan to email to [contracts@raymorgan.com](mailto:contracts@raymorgan.com)

Faxing 530-781-1008

US Mail Attn: Tina Peters, Ray Morgan Company, 3131 Esplanade, Chico CA 95973.

At the Ray Morgan Company we are constantly looking for ways to decrease clients overall costs while streamlining associated billing. Please take a moment to review the enclosed brochure on our Managed Print Services (MPS) program. If you have not already taken advantage of this valuable service, I would greatly appreciate the opportunity to discuss how an implementation, consolidated with your current agreement, may benefit Los Rios Community College Dist DO Receiving.

Thank you again for your continued business.

Sincerely,

**Tina Peters**

Director of Aftermarket and Contracts

Corporate Headquarters - Chico CA

Direct 530-230-4827

Fax 530-781-1008

[tpeters@raymorgan.com](mailto:tpeters@raymorgan.com)

X

12 Months

(TP)

## RMC MAINTENANCE AGREEMENT - TERMS & CONDITIONS

- 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 overage 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. 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. 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](http://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