



Lancaster County
**RECORDS & INFORMATION
MANAGEMENT DEPARTMENT**

440 South 8th Street, Suite 110, Lincoln, NE 68508-2207

(402) 441-6065 Fax: (402) 441-6066



Brian Pillard, CRM
Records Manager

MEMORANDUM

Date: February 12, 2018
From: Brian Pillard, CRM *BP*
To: County Board of Commissioners
Subject: Microfilm transport service agreement

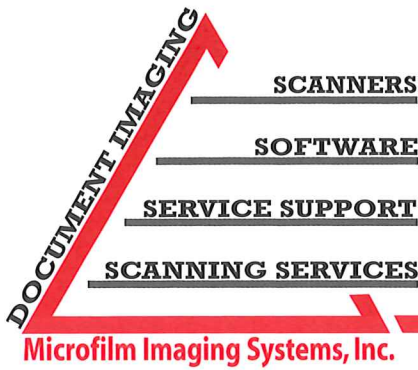
RECEIVED

FEB 12 2018

**LANCASTER COUNTY
BOARD**

Please approve the attached service agreement with Microfilm Imaging Systems for our microfilm reader transport at a cost of \$170. This is the motorized mechanism that is part of our microfilm reader that is used daily to quality check microfilm. We purchased it used 90 days ago and the warranty is expired. The \$170 is very near the cost of one service call if we did not have a service agreement.

I would like to purchase the service agreement for just this one year to see how the motor performs over the next 12 months. If we find out that we don't need service, we would not renew the agreement next year.



2530 Harney Street • Omaha, NE 68131
 (402) 346-7211 • (800) 346-1365
 Fax (402) 346-6643
 www.MicrofilmImaging.com

SERVICE WARRANTY RENEWAL

February 1, 2018

Lancaster Co Records & Info Mgmt
 Attn: Brian Pillard
 440 S 8th Street, Suite 110
 Lincoln, NE 68508

Renewal notices were lost.
 We will backdate renewals
 received after expiration to
 February 1, 2018.

Dear Brian,

The Warranty on the unit listed below expired on January 31, 2018:

Minolta RFC 200 Transport SN AM103018

The Service Agreement rate for the next twelve months is \$170.00.

Please mark one of the two options below, **sign and return the original copy to our office.**

Yes. Please begin Service Agreement coverage for the stated rate. I understand Microfilm Imaging Systems will invoice for this amount and add sales tax when appropriate.

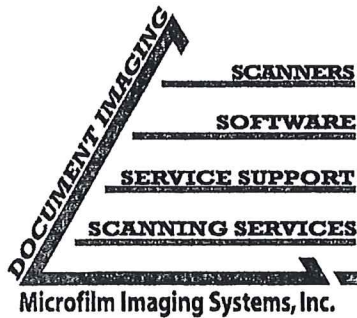
No. Please place this machine on a Pay-Per-Call status.

 Signature and Date

You can return this renewal by mail, fax to 402-346-6643 or email to main@microfilmimaging.com Thank you for your continued business and support. If you have any questions, please feel free to call me.

Sincerely,

Annie LaRue
 Director of Accounting



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SERVICE AGREEMENT

General Terms and Conditions

Please sign & return

Customer	Lancaster Co Records & Info Management
Contact Name and Phone Number	Brian Pillard 402-441-6065
Equipment Location	440 S 8 th Street, Suite 110 Lincoln, NE 68508
Billing Address (if different from location)	
Equipment Model and Serial Number	Minolta RFC 200 Transport, SN AM103018
Included Accessories	
Service Agreement Dates and Amount	2/1/18-1/31/19 \$170.00
MIS Representative Name and Title	_____ Annie LaRue, Director of Accounting _____
MIS Signature and Date	_____ <i>Annie LaRue 2/9/18</i> _____
Customer Representative Name and Title	_____
Customer Signature and Date	_____

Microfilm Imaging Systems, (MIS) agrees to furnish and Customer agrees to accept and pay for maintenance service on the equipment listed. Maintenance service will be provided according to the terms and conditions set forth in this document.

1. **Maintenance Service.** MIS agrees to provide to Customer:
 - (a) On-site maintenance from 8:00 a.m. to 5:00 p.m. Monday through Friday, CT, excluding State Holidays.
 - (b) On-site maintenance to include labor, travel costs (trip charge) and parts.
 - (c) Cleaning the scanner is the responsibility of the Customer.
 - (d) All labor, service parts and Equipment modifications MIS deems necessary to maintain the Equipment in good working order. All service parts will be furnished on an exchange basis. For certain Equipment, MIS reserves the right to replace the entire unit or components with different equipment of equal or better quality from like manufacturer, when MIS determines that replacement is more economical than on-site repair. All Equipment and service parts removed for replacement become the property of the MIS unless otherwise stated or determined by both parties. If it is determined that the Equipment cannot be fixed, the Service Agreement paid will be refunded on a pro-rata basis.
2. **Acceptance.** This Agreement is not binding unless and until it has been accepted in writing by the signature of an authorized representative of each of the parties. This is the sole and exclusive manner of acceptance. Any other promise or act, including a promise to perform maintenance service or the performance of any maintenance service, shall not constitute acceptance of this Agreement.
3. **Definitions.** As used in this Agreement, "Equipment" means the equipment listed on the front page of this Agreement. "On-Site Coverage Hours" means those hours listed on the front page of the Agreement under Maintenance Service (a).
4. **Term and Termination.** The On-Site Service and Support Agreement period is listed on the front page of the Agreement. Either party may terminate this Agreement in the event the other party fails to comply with any of the terms and conditions of this Agreement.
5. **Fees.** Customer agrees to pay the Maintenance Fee listed in this Agreement for services covered by this Agreement.

6. **Travel.** The Maintenance Fee includes, and MIS will make no additional charge for travel expenses associated with covered maintenance services performed during On-Site Coverage Hours.
7. **Equipment Transfer.** To assure continuous coverage of the Equipment, Customer shall provide written notice to MIS prior to any transfer of any Equipment to a location other than the location listed herein or most recently reported to MIS. Transfer of Equipment to a different service zone will result in an adjustment of fees and/or average response time to the applicable rates for the new zone as mutually agreeable in writing by both parties.
8. **Upgrades.** To assure complete coverage of Customer's system, Customer agrees to notify MIS in writing within thirty (30) days of any upgrade made to any of the Equipment. There may be an additional charge for coverage for upgraded Equipment as mutually agreeable in writing by both parties.
9. **Invoicing.** The Maintenance Fee will be invoiced in advance. The Maintenance Fee for a partial month's service will be pro-rated on the basis of a thirty (30) day month. Payments are due upon receipt of an undisputed invoice, merchandise or service.
10. **Limited Warranty.** MIS warrants that Equipment maintenance service performed under this Agreement by MIS will be performed competently and in accordance with industry practices, and Equipment and service parts furnished by MIS will be free of defects in material and manufacture upon installation. TO THE EXTENT PERMITTED BY APPLICABLE LAW, MIS MAKES NO OTHER WARRANTIES WITH RESPECT TO SUCH SERVICE AND ANY EQUIPMENT AND SERVICE PARTS FURNISHED BY MIS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE. IF ANY FAILURE TO MEET THE FOREGOING WARRANTY APPEARS AND NOTICE THEREOF IS PROVIDED TO MIS WITHIN THE TERM OF THIS AGREEMENT OR WITHIN THIRTY (30) DAYS FROM THE DATE SERVICE WAS PERFORMED, WHICHEVER IS LATER, MIS WILL CORRECTLY RE-PERFORM THE SERVICES IDENTIFIED OR REPLACE OR REPAIR, AT MIS'S OPTION, THE DEFECTIVE EQUIPMENT OR SERVICE PART PROVIDED. THE FOREGOING CONSTITUTES THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THIS WARRANTY.

WITH RESPECT TO SERVICES EXCLUDED IN THE PRODUCT SPECIFIC ATTACHMENTS (IF ANY) AND WITH RESPECT TO SUPPLIES, SERVICE PARTS AND OTHER MATERIALS THAT MAY BE FURNISHED BY MIS PURSUANT TO SUCH EXCLUDED SERVICES, MIS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. **Limitation of Liability.** To the extent permitted by applicable law, MIS SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR ECONOMIC LOSS, BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR ANY OTHER LEGAL THEORY, EVEN IF MIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, REVENUE, EQUIPMENT USE, DATA OR INFORMATION OF ANY KIND. MIS SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY DELAY IN FURNISHING SERVICES UNDER THIS AGREEMENT. SOME STATES HAVE LAWS WHICH REQUIRE LIABILITY RIGHTS DIFFERENT FROM THOSE STATED IN THIS AGREEMENT. IN SUCH STATES, THE MINIMUM REQUIRED LIABILITY TERMS SHALL APPLY.
12. **Force Majeure.** Neither party shall be responsible for failure to comply with this Agreement due to causes beyond its reasonable control.
13. **Notices.** Service of all notices under this Agreement shall be in writing and sent by first class mail, postage prepaid and addressed to the last known address of the party to be served. Notices sent by certified mail, return receipt requested, shall be presumed to have been received.
14. **Assignment.** MIS may not assign, voluntarily or involuntarily this Agreement or any of its rights or obligations hereunder (including without limitation rights and duties of performance) to any third party, without the prior written consent of the Customer, which will not be unreasonably withheld.
15. **Customer Misrepresentation.** If Customer misrepresents any Equipment configuration whether or not intentionally, at MIS's option, MIS may (a) adjust the Fees under this Agreement, as mutually agreeable to both parties, to reflect the actual Equipment configuration, or (b) exclude from coverage under this Agreement any Equipment for which MIS has not charged or has undercharged as a result of such misrepresentation. Customer represents that the Equipment is in good working order on the date of (or in the case of additional equipment, when added to) this Agreement. If MIS reasonably determines that any Equipment was not in good working order as represented, MIS may, as mutually agreeable to both parties, adjust the Fees under this Agreement appropriately or charge Customer at MIS's then current rates of travel, labor and materials for any repairs required to place such Equipment in good working order.
16. **Miscellaneous.** This Agreement shall be governed by the laws of the State of Nebraska, constitutes the entire Agreement between the parties and supersedes and terminates any and all prior Agreements and communications, whether written or oral, between the parties with respect to the subject matter of the Agreement. Customer agrees that it has not relied on any representation, warranty or provision, whether written or oral, not explicitly stated in this Agreement. The Agreement may not be modified or supplemented orally. No provision, condition or breach of this Agreement may be waived orally. Any such modification, supplement or waiver must be in writing and signed by a duly authorized representative of the party against whom enforcement is sought. Waiver of any default shall not constitute a waiver of any subsequent default.
17. **Supplies.** As used in the Agreement, "Supplies" means materials which are necessary for complete functioning of the Equipment, but which are normally supplied by the Equipment end-user. Items such as film, toner, chemicals, and paper are considered supply items and are to be provided by the Customer at Customer expense.
18. **Consumables.** As used in the Agreement, the word "Consumables" means parts or materials which are necessary for complete function of the Equipment, but which DO NOT require installation by a Service Technician. (If the Equipment Reference Guide describes the process of a customer replacing any component, it is considered a "consumable".) Replacement of consumables which shall include but not be limited to drums, exposure lamps and exchange roller kits are not covered by this Agreement and will be charged separately.

19. **Exclusions.** The Maintenance Fee does not include, and MIS is not obligated to provide or perform:

- a. Repair of damage or increase in service time caused by (i) failure of Customer to provide continually a proper operating environment and supply of power as prescribed by the Equipment manufacturer, (ii) accident, (iii) disaster, which shall include but not be limited to fire, flood, water, wind, and lightning, (iv) neglect, abuse or misuse, (v) failure of Customer to follow the Equipment manufacturer's published operating instructions, (vi) modification, service or repair of the Equipment by other than assigned MIS personnel, (vii) use of the Equipment for purposes other than for which designed, (viii) use of incompatible supplies, (ix) defects or errors in software supplied by persons other than MIS, or (x) Customer's denial of full and free access to the Equipment or denial of departure from Customer's site;
- b. Painting or refinishing the Equipment or furnishing the material therefor;
- c. Relocation of Equipment;
- d. Electrical work external to the Equipment;
- e. Maintenance of optional components, accessories or peripherals or other optional devices not specifically listed in this Agreement;
- f. Installation or removal of Equipment, components, accessories, peripherals or service parts except pursuant to maintenance service which MIS has agreed to perform under this Agreement;
- g. Software maintenance and support; and
- h. Service of equipment that results from modification, alterations, connections, changes in configuration or failure of operation of any EXTERNAL device, peripheral, host computing equipment or software not under the control of MIS.

If requested by Customer and performed or furnished by MIS, the foregoing items will be charged to Customer at a mutually agreeable rate as provided in a written quote to the Customer by MIS.

End of document