



**OMNIBUS CAVEAT OF THE TEXAS GENERAL LAND OFFICE (GLO)¹
FOR CONTRACT NO. 16-100-000-9300**

Notwithstanding any language to the contrary in the attached **Agreement** presented by **Dahill A Xerox Company** ("Provider"), the GLO stipulates and Provider hereby acknowledges notice of the following:

1. **INSURANCE:** The GLO is a state agency designated to perform the governmental functions authorized in Article 3, Section 49-b of the Texas Constitution. Pursuant to Chapter 2259 of the Texas Government Code, entitled "Self-Insurance by Governmental Units," the GLO is self-insured and, therefore, is not required to purchase insurance. A self-insurance fund has been established to protect the GLO and all officers, employees, and agents from any insurable risk or hazard.
2. **PRE-PAYMENT / PROMPT PAYMENT:** The GLO agrees to pay Provider in accordance with Chapter 2251, Subtitle F of Title 10 of the Texas Government Code, "The Prompt Pay Act," and requests that Provider hereby waive pre-payment requirements of any and all kind, evidenced by signing below.
3. **INDEMNITY:** To the extent that Provider's document(s) requires the GLO to indemnify or hold Provider or any third party harmless from damages of any kind or character, such obligations are binding upon the GLO to the extent permitted by the Constitution and laws of the State of Texas.
4. **ATTORNEYS' FEES, PENALTIES, AND LIQUIDATED DAMAGES:** To the extent that Provider's document(s) requires the GLO to pay attorneys' fees for any action contemplated or taken, or penalties or liquidated damages in any amount, such obligations are binding upon the GLO to the extent permitted by the Constitution and laws of the State of Texas.
5. **LAW AND VENUE:** The agreement between the Parties and any rights and obligations of the Parties shall be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought shall be in a court of competent jurisdiction in Travis County, Texas. **Nothing herein constitutes a waiver of the GLO's sovereign immunity.**
6. **NO DEBT:** In compliance with TEX. CONST. Art. VIII § 6, it is understood that all obligations of the GLO hereunder are subject to the availability of state funds. If such funds are not appropriated or become unavailable, this Contract may be terminated.
7. **TRAVEL:** Subject to the maximum Contract amount authorized herein, as specifically authorized by the GLO, the GLO shall allow travel reimbursements at the rates established by the Comptroller of the State of Texas, as outlined in the State of Texas travel guidelines, *Textravel*.
8. **CONFLICTING TERMS:** If any provisions herein conflict with terms in the related agreement between the Parties, the terms herein shall control.

ACKNOWLEDGED: DAHILL A XEROX COMPANY

¹ The GLO remains subject to the statements herein presented, based on requirements mandated for agencies of the State of Texas.



Austin 512-836-2100
Corpus Christi 361-289-0900
Harlingen 956-425-3010
Laredo 956-724-8188
Waco 254-741-1458

Bryan 979-774-2200
El Paso 915-595-2250
Houston 713-329-9909
San Antonio 210-805-8200

Maintenance Agreement *Shaded areas for In-house use only*

Order Date:		Effective Date		Customer No.		Lease No.		PO No.	
Service Location:					Bill To:				
Name: Texas General Land Office					Name: Texas General Land Office				
Address: 1700 N. Congress, Archives & Records					Address: Purchasing Division, P.O. Box 12873 RM 710				
City/State/Zip/County Austin, TX 78701					City/State/Zip/County Austin, TX 78711-2873				
Contact: Susan Dorsey			Phone: 512-463-5274		Contact: Debby French			Phone: 512-463-5309	
Hours of Operation: 8to5 M-F			Fax:		Email address: susan.dorsey@glo.texas.gov				
Model		Serial No.			Equip ID		Start Meter		
KIP 700 CPCS		11702131			F3439				
wide format equipment									
*Additional Equipment List on Table A									
SPECIAL INSTRUCTIONS:									
DIR Contract # DIR SDD 1767 Item MNT7100P1 --Plan 1 \$49/mth or \$588/yr for 1,000 sq feet per month with excess at \$0.053 sq feet Includes all toner, parts, labor and service (except paper) original PO # 305-2-2055									
MAINTENANCE PRICING: Includes parts, toner, labor and travel, unless stated otherwise									
MAINTENANCE MONTHLY BASE:									
<input type="checkbox"/> Included in Lease Agreement					<input type="checkbox"/> Billable Monthly \$ _____				
MFP:					COLOR QUBE:				
Included # of Impressions:		Overage Rate:			Included # of Impressions:		Overage Rate:		
Black <u>inc 1,000sqfeet</u>		\$ <u>0.0543 sq feet</u>			Meter 1 _____		\$ _____		
Color _____		\$ _____			Meter 2 _____		\$ _____		
					Meter 3 _____		\$ _____		
Electrical Requirements:									
<input type="checkbox"/> Sole Use Circuit			<input type="checkbox"/> Dedicated Line			<input type="checkbox"/> Special:			
ALL OVERAGES BILLED QUARTERLY									
<input type="checkbox"/> Automated Meter Collection					<input type="checkbox"/> Manual Meter Collection				
APPROVALS: By signing below, you accept all terms and conditions of the contract, listed above and on reverse of agreement.									
Customer Signature: <i>[Signature]</i> DocuSigned by: Title: Chief Clerk					Account Manager: <i>[Signature]</i> DocuSigned by: Title: <i>[Signature]</i>			Date: 9/2/2015	
Date: 9/2/2015					Credit Approval Signature: _____			Date: _____	
Dahill Acceptance:					Title: _____			Date: _____	

DS STH LS KM

GC [Signature]

MAINTENANCE AGREEMENT – TERMS AND CONDITIONS

In this agreement, the words "you" and "your" refer to the Customer. The words "we" or "us" refer to Dahll. The word "parties" refer to you and us. The word "Agreement" refers to this Maintenance Agreement. The word "Supplier" refers to the seller of the equipment. The word "Equipment" refers to the equipment identified above or in Exhibit A and which is covered by this Agreement. The word "Lease" or "Lease Agreement" refers to a lease that you have with a third party (or a Lease or Rental Agreement that you have with us provided a separate Lease or Rental Agreement is executed between you and us). This Agreement is written in plain English. Every attempt has been made to eliminate confusing language and create a simple, easy-to-read document.

1. Agreement for Service. This Agreement is for the maintenance and service of the Equipment. This is not an agreement for the lease or for the purchase of the equipment. We agree to maintain and service the Equipment and you agree to pay us for that maintenance and service. This Agreement is non-cancelable.

2. Service Guarantees. The service guarantees provided in our written proposal shall apply only if the equipment is operated within the following guidelines: (a) the Equipment is used in a climate controlled environment and free from excessive dust and ammonia fumes; (b) the Equipment is used and operated according to the manufacturers specifications; (c) the Equipment is operated within the specified contractual volume limitations; (d) only supplies that meet the manufacturer's required specifications are used; and (e) the Equipment is operated on an isolated electrical line. We guarantee to perform service in a good and workmanlike manner. This paragraph contains the only guarantees we offer.

3. Commencement of Agreement. This Agreement becomes valid upon execution by us, and our mutual obligations commence when the Equipment is delivered to you, installed, and determined by you to be in good working condition. The Equipment will be considered in good working condition unless you notify us within three (3) calendar days from the date of delivery that you do not accept the equipment and specify the defect or malfunction.

4. Term; Automatic Renewal. The "Initial Term" of this Agreement is for a period equal to the term of any Lease Agreement that you have with the Equipment; or for a period of twelve (12) months if the Equipment is not subject to a lease or the term of the Lease does not exceed twelve (12) months. Unless You notify us in writing at least sixty (60) days before the end of the initial or any renewal term, that you intend not to renew this Agreement, then: (a) this Agreement shall automatically renew for an additional one-year period (a "Renewal Term") and (b) the payment and other terms of this Agreement will continue to apply, subject to any escalation provided elsewhere in this Agreement.

5. Service Payments. In consideration for our obligations under this Agreement, you agree to pay us for each service period the amount listed above and by the due date set forth on our invoice to you: (i) the Monthly Base Maintenance shown above; (ii) the applicable Overage Rate for each material image in excess of the applicable number of the included Impressions; (iii) any other costs for non-covered parts, supplies, and shipping fees; (iv) applicable taxes, late fees and shipping charges; (v) and other charges provided for herein. You agree that the monthly base amount(s) is(are) a minimum payment that you agree to pay even if you do not make the applicable number of included Impressions. You agree that, at our sole discretion, we may increase the monthly base amount(s) and the Overage Rate specified above once each year during the Initial Term and once each year during any Renewal Term, by an amount not to exceed 10% per year. You agree we may apply any base and overage payment first to any past-due amount owed. All payments made under this Agreement are non-refundable.

6. Parts; Supplies; Reconditioning. Unless otherwise stated above, the Supplies covered under this agreement are toner, PM Kits, and developer. Staples and paper are not covered. All other parts and drums are included, unless the need for replacement is the result of your misuse or abuse. This Agreement does not cover any of the following: (a) damage to the Equipment caused by misuse, negligence, or intentional acts; or (b) repairs and parts necessitated by operation of the Equipment outside the service guarantee guidelines. You agree to pay for any shipping charges for replacement parts and supplies.

7. Limitations of Service. Connected equipment will be covered up to the computer/network connection. Service calls produced by computer/network problems may be billed at current published rate.

8. Late Charges. If you do not pay all charges by the due date specified on an invoice, or 30 days from the date of the invoice if it does not specify a due date, you agree to pay a late fee equal to 10% of the amount of the amount due under the invoice.

9. Meter Collection. You agree to comply with our billing procedures, including but not limited to, providing us with monthly meter readings for each equipment item. We will provide, at no cost to you, automated meter reading technology that will enable automatic periodic meter readings. However, if you elect not to use this technology, for each non-automated meter read, you agree to pay, in addition to the periodic service payments above, \$25 per device.

10. Service Hours. Our "Standard Service Hours" are available Monday-Friday, 8:00 a.m. – 5:00 p.m. local time. If you request service to occur outside standard hours, it will be provided within forty-eight hours after receiving such notice and with the following additional charges: (a) at one and one-half the prevailing hourly rate; and (2) at twice the prevailing hourly rate if service is requested to occur after 5:00 p.m. on a Sunday or any time a holiday.

11. Relocation. In the event you relocate the Equipment outside our service area, we shall have the sole right to either locate another qualified dealer to provide service for the equipment at the new location or to cancel this Agreement.

12. Default. Each of the following is a "Default" under this Agreement: (a) you fail to pay any Service Payment or any other payment due, under this or any other agreement you have with us, by the due date indicated on any invoice, or (b) you do not perform any of your other obligations under this Agreement or in any other agreement with us and this failure continues for ten (10) days after we have notified you. Our acceptance of a partial payment does not waive a default.

13. Remedies. If you Default under this Agreement, we may do one or more of the following: (a) suspend service until past-due balance is satisfied; (b) furnish service on a C.O.D. "per call" basis at published service rates; (c) cancel or terminate this Agreement and any or all other agreements that you have entered into with us; (d) require you, as liquidated damages for loss of bargain and not as a penalty, to pay us, on demand (i) any amount past due and owing, and (ii) an amount equal to the sum of remaining Service Payments for the remainder of the Initial or Renewal Term; and (e) exercise any other remedy available at law. You also agree to reimburse us, on demand, for all reasonable expenses of enforcement (including, without limitation, reasonable attorneys' fees, court costs, and costs of collection). The remedies set forth herein are cumulative, are in addition to any other remedies provided for by applicable law, and may be exercised concurrently or separately. Any failure or delay by us to declare default or exercise any other right or remedy shall not operate as a waiver of any other right or future right. In the event we do not satisfy these guarantees, and in the event we do not cure the deficiency within ten (10) days after receiving notice of such deficiency, you may, as your sole remedy, cancel this Agreement without any further obligations.

14. No Warranties. Other than the service guarantees provided in paragraph two and the obligations set forth herein, WE DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY AND ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

15. LIMITATIONS OF LIABILITY. WE SHALL NOT BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING FROM, OR RELATED TO, THIS AGREEMENT. YOU ACKNOWLEDGE AND AGREE THAT IN ENTERING INTO THIS AGREEMENT YOU DID NOT RELY ON ANY WRITTEN OR ORAL COMMUNICATIONS, REPRESENTATIONS, OR GUARANTEES (INCLUDING BUT NOT LIMITED TO BROCHURES OR PROPOSALS) NOT EXPRESSLY SET FORTH IN THIS AGREEMENT. IN MAKING YOUR DECISION TO ENTER INTO THIS AGREEMENT, YOU AGREE AND REPRESENT THAT YOU RELIED ONLY ON YOUR OWN INVESTIGATION REGARDING THIS AGREEMENT'S SUBJECT MATTER AND THE INFORMATION CONTAINED HEREIN.

16. INDEMNITY. YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD US HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIVITIES, SUITS, ALLEGATIONS, ACTIONS, OR CAUSES OF ACTION ARISING FROM OR INCIDENT TO, WHETHER DIRECTLY OR INDIRECTLY, ANY MISCONDUCT, NEGLIGENCE, MISREPRESENTATION, OR OMISSION BY YOU, OR ANYONE ACTING ON YOUR BEHALF, WHETHER THE CONDUCT IS WITHIN OR BEYOND THE SCOPE OF YOUR/THEIR DUTIES, AND WHICH MAY GIVE RISE TO LIABILITY OR POTENTIAL LIABILITY ON US, OUR SUBSIDIARIES, AFFILIATES, DIRECTORS, OFFICERS, AGENTS, REPRESENTATIVES, ATTORNEYS, EMPLOYEES, SUCCESSORS OR ASSIGNS.

17. Unconditional Obligation. You agree that your obligation to pay us under this Agreement is unconditional and is independent of any lease or other maintenance agreement that you may have with us or anyone else.

18. Notices. All notices and other communications directed to us as required or permitted under this Agreement shall be deemed to have been duly given if made in writing via U.S. mail at the address provided on page one of this Agreement.

19. Assignment. You may not assign any rights or obligations under this Agreement without our prior written consent. We may, without your consent and without prior notification, assign this Agreement, or any right or obligation thereof, to a third party.

20. Applicable Law; Venue; Jury Waiver. This Agreement shall be deemed fully executed, performed, governed, and construed in, and under the laws of, the State of Texas. You agree that performance of your payment obligation under this Agreement shall be in San Antonio, Texas and that the State of Texas shall have sole jurisdiction of all matters relating to this Agreement. YOU AND WE HEREBY WAIVE OUR RIGHT TO A TRIAL BY JURY.

21. Severability. If any provision of this Agreement is held unenforceable then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

22. Merger; Integration. This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements, representations, and understandings with respect thereto. This agreement may only be modified by a written document duly exercised by the parties.

23. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

24. End Agreement