

## MJ PHOTOCOPY ENTERPRISES, INC.

### INSTALLATION AGREEMENT

**THIS INSTALLATION AGREEMENT** ("Agreement") is made and entered into on the date noted below, by and between MJ PHOTOCOPY ENTERPRISES, INC. (hereinafter "MJP"), 12494 NW 38 AVE, MIAMI, FL 33054 and \_\_\_\_\_, hereinafter referred to as "\_\_\_\_\_" ,with main offices at \_\_\_\_\_.

MJP desires to install and service coin/student account operated Copy Machines, Laser Printers and Revalue Stations, as well as, other related equipment (collectively the "Equipment"), at the following premises: *(Please enter all campuses where the system will be installed)*

\_\_\_\_\_

\_\_\_\_\_

, as hereinafter defined on Exhibit "A", and THE INSTITUTION accepts the Equipment upon the terms and conditions set forth in this Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants and promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, accepted and agreed to, the parties intending to be legally bound, hereby agree as follows:

1. During the term hereof, as hereinafter defined, THE INSTITUTION grants to MJP the right and option to install, operate and maintain the Equipment in its designated facilities and locations "the "Premises", said Premises are listed and identified on Exhibit "A" annexed hereto and made a part hereof. THE INSTITUTION shall provide appropriate space and facilities for the Equipment together with electrical outlets and network drops, all of which the Division shall maintain in good repair. It is agreed and understood that MJP is an independent contractor and retains sole ownership to and control of the Equipment. MJP shall place all equipment at its own risk and THE INSTITUTION shall not be held liable for any damages or stolen property regardless of cause. MJP shall make all required maintenance and repairs at no cost to The Institution.
2. Unless otherwise noted on Exhibit "A," MJP will provide a complete service program to The Institution, without charge, including supplying all paper, toner parts and service for all of the Equipment. The Institution agrees that all of the supplies and materials will be used solely for the Equipment.
3. The term of the Agreement will be Five (5) years commencing as of the date hereof and terminating thereafter ("Term"). Notwithstanding the termination, all payments and commission due hereunder prior to the termination shall be paid in accordance with the provisions hereof. This agreement and all its terms shall continue after the expiration of the above period subject to cancellation upon thirty (30) days written notice by either party, and shall insure to the benefit of and be binding upon the parties hereto, their successors and assigns.
4. The Agreement may be renewed for two additional successive one (1) year periods by agreement in writing by both parties. Notwithstanding the termination, all payments and commission due hereunder prior to the termination shall be paid in accordance with the provisions hereof.
5. MJP will collect **and** retain all revenue from the Equipment. MJP will pay to THE INSTITUTION the commission and any other charges, if any, listed on Exhibit "A." Said commissions will be paid based on the Equipment's meter readings. All commissions will be paid on a monthly **basis** within twenty (20) days following the end of the applicable calendar month. MJP will provide a written report to The Institution, detailing meter readings and a summary of copy usage including coin, student account, administrative, and service copies (if applicable). The Institution Representative may audit meter readings in cooperation with MJP at The Institution discretion.

6. MJP and THE INSTITUTION mutually agrees to maintain the vend price to be charged fixed during the term of this Agreement determine, and THE INSTITUTION agrees that it will not unreasonably withhold, delay or condition its consent to a vend price increase that is based on increased costs to maintain the system operational incurred by MJP.
7. MJP agrees that THE INSTITUTION will retain full control over the Application Software (PaperCut) and any updates are to be authorized by the Institution prior to deployment. MJP is responsible for the annual technical support cost during the term of this Agreement.
8. MJP agrees to provide all services as listed on section 7.0 of the MJP Proposal to THE INSTITUTION RFP # \_\_\_\_\_. (optional)
9. THE INSTITUTION agrees to provide enough space for storage of paper and supplies at each location, also parking space and parking permits close to the libraries for MJP service and supplies delivery fleet.
10. Subject to conditions beyond its control, MJP agrees to keep its Equipment in good repair and working condition. Normal response time to service calls will be three (3) working hours or less. The Institution's staff is responsible for loading the machines with paper; during regular service visits, MJP representatives are responsible for loading paper and toner, clearing paper jams and cleaning the Equipment. THE INSTITUTION staff is responsible for notifying MJP as soon as possible in the event of a problem or malfunction of the Equipment.
11. MJP agrees to assume full responsibility for the Equipment in case of fire, theft, vandalism or other damage. MJP agrees to furnish evidence of insurance as follows:
  - A. Bodily Injury and Property Damage Liability Insurance  
\$1,000,000 General Aggregate  
\$1,000,000 Combined Single Limit  
Including Product Liability  
\$1,000,000 Personal Injury
  - B. Auto liability insurance (including coverage for owned, non-owned, leased and hired vehicles) in amounts no less than Three Hundred and Fifty Thousand Dollars (\$350,000) per occurrence, and Five Hundred Thousand Dollars (\$500,000) annual aggregate.

All liability policies shall name THE INSTITUTION as an additional insured and shall provide that the insurance coverage shall not be cancelled, reduced or materially changed without providing thirty (30) days prior written notice to THE INSTITUTION. MJP shall provide to THE INSTITUTION a certificate of insurance evidencing the foregoing coverage.

12. **It is agreed and understood that the Institution shall have the right to cancel this Agreement if an "Event of Default" occurs.** An Event of Default means a petition by MJP or an involuntary petition into bankruptcy, or to be declared bankrupt or insolvent, or the failure of MJP to maintain the Equipment as required by this Agreement, or the failure of MJP to perform any requirements of this Agreement, and such failure for any or all of the above listed conditions continues for more than thirty (30) calendar days after receipt of written notice (the "Notice") from THE INSTITUTION to correct the condition(s) therein specified. Upon receipt of Notice, MJP shall forthwith endeavor to correct the noticed conditions and shall notify THE INSTITUTION of the corrective action taken, and upon completion of the corrective action, the Notice shall be deemed satisfied and the Event of Default cured.
13. Any Notice to be given hereunder by either Party to the other must be in writing and may be effective either by personal delivery or by certified mail, postage prepaid with return receipt requested. Mailed or delivered Notices shall be addressed to the Parties at the addresses appearing on the first page and if given to MJP, shall be addressed Attention: President, if given to THE INSTITUTION, shall be addressed Attention: Purchasing Department. Notices delivered personally shall be deemed communicated as of the actual receipt thereof; mailed Notices shall be deemed communicated and received five (5) days after the proper mailing of the same.

14. This Agreement shall be governed by and construed under the laws of the State of Florida. The invalidity or enforceability of a particular provision of the Agreement shall not affect the enforceability of any other provision hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
15. This Agreement and Exhibit "A" contain the entire agreement of the Parties hereto and supersede any and all prior agreements, oral or written, and negotiations between said Parties regarding the subject matter herein contained. This Agreement may not be amended or modified except by an instrument in writing signed by the party against whom enforcement or any such provision or amendment is sought. This Agreement shall be binding upon and inure to the benefits of the Parties hereto and the respective successors, assigns, heirs, administrators and legal representatives. This Agreement may be assigned by MJP to its financing source(s), for the purpose of securing financing.
16. MJP shall comply with all applicable laws, regulations, and ordinances of any government authority with respect to the performance of services under this Agreement.
17. MJP always provides multiple copiers per location to maintain and to guarantee reliable operations of the system and uninterrupted service. If one machine goes down, copy and print capabilities do not stop but continue with other supplemental equipment until the MJP representative arrives. Service techs carry an extensive inventory of parts rendering no wait time for items. MJP will respond and provide emergency service calls for the hours over the proposed schedule to ensure uninterrupted service to all THE INSTITUTION locations. If by chance a machine is rendered non-functional for 48 hours, it is quickly removed to the MJP warehouse for further observation and maintenance, and is immediately replaced with similar capacity equipment.
18. It is agreed and understood that THE INSTITUTION shall have the right to add to the number of machines per location stated in "exhibit A" if the actual number does not satisfy the student copy and/or print volume. It is also agreed and understood that THE INSTITUTION may request and add at least one (1) machine per new location as needed during the terms of this Agreement ,additional machines will be determined by the volume at the new location.

**IN WITNESS WHEREOF**, the Parties to this Agreement have executed it by and through their duty authorized representatives, under seal, as of the day and year written below.

INSTITUTION NAME:

\_\_\_\_\_

VENDOR NAME:

**MJ PHOTOCOPY ENTERPRISES, INC.**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Name: \_\_\_\_\_  
**Vice President of Business Affairs**

**Alfredo L. Milanés**  
**Sales Manager**

Hereunto Duly Authorized

Hereunto Duly Authorized

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT "A"**

1. **Customer:**
  
2. **Contact:**  
    **Tel:**  
    **Fax:**
  
3. **Term:** Five (5) Years – \_\_\_\_/\_\_\_\_/\_\_\_\_ through \_\_\_\_/\_\_\_\_/\_\_\_\_
  
4. **Premises:** All Campus Addresses

- **Campus, Address** \_\_\_\_\_
- **Campus, Address** \_\_\_\_\_
- **Campus, Address** \_\_\_\_\_
- **Campus, Address** \_\_\_\_\_
- **Campus, Address** \_\_\_\_\_

5. **Listing of Equipment:**

**I.E. North Campus**

- MJP will install two (2) 27 copies/min copiers Sharp AR-M277, equipped with VCC, large paper cassettes, with document feeder and double side copies capability and handicap accessible body.
- MJP will install two (2) 40 copies/min copiers Sharp AR-407, equipped with VCC, large paper cassettes, book copy technology and double side copies capability. Two (2) with Coin/Bills Tower.
- MJP will install one (1) Color Laser Printer HP-4700 N and fourteen (14) B/W Laser Printers HP-4250 TN equipped with large paper cassettes, paper locks and a computer when using a Print Release Station (PRS).
- MJP will install three (3) Revalue Stations for student to add value to their account using bills and personal credit cards.

**I.E. South Campus**

- MJP will install one (1) 27 copies/min copiers Sharp AR-M277, equipped with VCC, large paper cassettes, with document feeder and double side copies capability and handicap accessible body. One (1) with Coin/Bills Tower.
- MJP will install one (1) Color Laser Printer HP-4700 N and one (1) B/W Laser Printers HP-4250 TN equipped with large paper cassettes, paper locks and a computer when using a Print Release Station (PRS).
- MJP will install one (1) Revalue Stations for student to add value to their account using bills and personal credit cards.

**MJP will provide, install and furnish all the necessary interface harness and hardware for the equipment.**

**Fax Release Send Only Station: MJP WILL INSTALL**

one (1) Public Fax Machine unit for Student use per Campus at no cost to THE INSTITUTION (as requested) connected to a phone line provided by THE INSTITUTION with a switch box to direct all calls to a switch board out of The Institution premises (The Institution will not incur any fax call charges). No minimum faxes required

4. **End-User or Student Vend Pricing:**

- Coin vend price for student use will be charged at \$.15 per copy for legal and letter size paper.
- Student Account vend price will be charged at \$.10 per B/W copy and B/W print for letter and legal size paper.
- Student Account vend price will be charged at \$.50 per Color print for letter and legal size paper.
- Credit Card and Fax Card price for sent fax copies will be at \$1.00 a page for letter and legal size paper.

5. **Administrative or Faculty Staff Copies:**

- MJP allows THE INSTITUTION a total of 100 Staff copies per copier equipment per month via the bypass key.
- MJP allows THE INSTITUTION a total of 100 free print outs per printer equipment per month, via account log-in. This can be used by THE INSTITUTION to pre-set accounts with a free balance either for students or for staff printing at the locations where a form of payment is required for printing. This free amount can also be combined on a monthly basis.

6. **Commission:**

As part of this Agreement, MJP will pay THE INSTITUTION a Commission of 10% on all vending sales net of sales tax. No commission will be paid on service or administrative copies.

7. **Other:**

- A. MJP has the right to remove all equipment if other vended equipment is placed within these premises.
- B. MJP agrees to indemnify and hold the Division harmless from any and all claims, suits, actions, damages causes of action, or attorney's fees, arising from any personal injury, loss of life, or damage to person or property sustained by reason of, or as a result of the performance of services provided pursuant to this agreement.
- C. MJP agrees to indemnify and hold the Division harmless from any and all claims, suits, actions, damages causes action, or attorney" fees, arising from any personal injury, loss of life, or damage to person or property sustained by reason of , or as a result of the negligence of the contractor/supplier, his employees, agents, or assigns.