

**MJP ENTERPRISES, INC.
INSTALLATION AGREEMENT**

THIS INSTALLATION AGREEMENT ("Agreement") is made and entered into on the date noted below, by and between MJP ENTERPRISES, INC. (hereinafter "MJP"), 12494 NW 38 Ave, Opa-Locka, Florida 33054 and the CITY OF _____, with its Library premises at

_____. PH: () - (hereinafter the "CITY").

WHEREAS, MJP desires to install and service One (1) coin-operated Network Print Manager Release Station and One (1) card-operated Public Fax Station as well as other related equipment (collectively the "Equipment"), at the locations described in Exhibit "A"; and

WHEREAS, the CITY/LIBRARY 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 acknowledged, accepted and agreed to, the parties intending to be legally bound, hereby agree as follows:

1. During the term hereof, as hereinafter defined, the CITY grants to MJP the right to install, operate and maintain the Equipment in the designated facilities and locations listed and identified on Exhibit "A" attached hereto and made a part hereof (the "Premises"). The CITY, and the Library shall provide appropriate space and facilities for the Equipment together with electrical outlets, all of which the CITY and library staff shall maintain in good repair. The LIBRARY agrees that it will exercise reasonable care to prevent any person from removing, tampering with or otherwise damaging the Equipment. It is agreed and understood that MJP is an independent contractor and retains sole ownership and control of the Equipment. MJP shall install the Equipment within fifteen (15) days of the date hereof or when the Library designates.
2. Unless otherwise noted on Exhibit "A," MJP will provide a complete service program to the LIBRARY, without charge, including supplying all paper, toner, parts and service for all of the Equipment. The LIBRARY agrees that all of the supplies and materials will be used solely for the Equipment.
3. The term of the Agreement will be three (3) 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. The CITY shall have the right to terminate the Agreement at its convenience upon ten (10) days notice to MJP at which time MJP shall promptly remove all Equipment from the Premises.
4. MJP will collect all revenue from the Equipment. MJP will pay to the CITY/LIBRARY the commission and any other charges, if any, listed on Exhibit "A." Said commissions will be paid based on the Equipment's meter readings. No commissions will be paid on administrative, free or service copies. All commissions will be paid on a quarterly basis within thirty (30) days following the end of the applicable calendar quarter. MJP will provide a written report to the LIBRARY with commission payment detailing meter readings, and a summary of print usage including coin, card, administrative, and service copies (if applicable). The LIBRARY may verify meter readings with MJP at the end of any quarterly period. MJP and the LIBRARY shall mutually determine, from time to time, the vend price to be charged, and the LIBRARY agrees that it will not unreasonably withhold, delay or condition its consent to a vend price increase that is based on increased costs incurred by MJP.

5. Subject to conditions beyond its control, MJP agrees to keep its Equipment in good repair and working condition. Response time to service calls will be four (4) working hours or less. The Library Staff will be responsible for loading paper and toner, clearing minor paper jams and notifying MJP as soon as possible in the event of a problem or malfunction of the Equipment.
6. 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, naming the LIBRARY as an additional insured, as follows:

Bodily Injury and Property Damage
\$1,000,000 Combined Single Limit
Including Product Liability
Personal Injury \$1,000,000

The LIBRARY shall be promptly notified of any changes or cancellation of such insurance.

7. It is agreed and understood that the CITY 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 MJ PHOTCOPY 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 LIBRARY to correct the conditions(s) therein specified. Upon receipt of Notice, MJP shall forthwith endeavor to correct the noticed conditions and shall notify the LIBRARY of the corrective action taken, and upon completion of the corrective action, the Notice shall be deemed satisfied and the Event of Default cured.
8. 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 and if given to LIBRARY, shall be addressed to the LIBRARY BOARD with a copy to the Director of the Library. 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.
9. 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.
10. 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.

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.

CITY OF: _____
BY ITS BOARD

MJ PHOTOCOPY ENTERPRISES, INC

BY: _____
City Mayor:

BY: _____
Sales Manager, Alfredo L. Milanes

ATTEST: _____
Other Officer:

Date: _____

Date: _____

EXHIBIT "A"

1. **Customer:** City:

2. **Contact:** Library Director:

Tel:

Fax:

3. **Term:** Three (3) Years – From: ___/___/___ To: ___/___/___

4. **Premises:** Library:

5. **Listing of Equipment:**

Network Print Manager Release Station: MJP Installs

- One (1) coin/bills operated Print Release Station at the busiest location in the Library compatible with existing Library Network capable of accepting \$1(one dollar) bills and the new version of the \$5, \$10 (five & ten-dollar) bills.
- One (1) Black/White & Color Laser Jet Printer (HP-4700) at this location connected to say station.

Public Copiers: MJP Installs

- One (1) Coin/Bill operated Copier Station with Document Feeder capability in the Library Premises capable of accepting \$1(one dollar) bills and the new version of the \$5 (five-dollar) bills.

Public Fax Station: MJP Installs

- One (1) credit & fax card operated Fax Station in the Library Premises capable of faxing letter and legal size pages any where domestic and international faxes. Service is for sending faxes ONLY.
- MJP will be responsible for all long distance charges on every outgoing fax and all credit card transaction fees when a credit card is used for sending a fax. The Library will not incur any long distance charges nor are such charges reflected in any phone bill statements or reports.

6. **End-User Vend Pricing:**

- Black and White vend price will be charged \$.15 per copy and print for legal and letter size copies.
- Color vend price will be charged \$0.50 per print for legal and letter size printing.
- Credit Card Faxes will be charged at \$1.00 for Domestic Faxed Pages and \$3.00 for International Faxed Pages for Letter and/or Legal size paper.
- Fax Card Faxes will be charged by pages when patrons enter the number reflected on the Fax cards (1 page, 2 pages, 3 pages or 6 pages cards). End user price for Fax Cards is decided by the Library.
- MJP will provide the Library with Fax cards for the public at the following rate:

Library price	Suggested Patron price
1 page cards = \$0.85	\$1.00
2 pages cards = \$1.60	\$2.00
3 pages cards = \$2.50	\$3.00
6 pages cards = \$4.40	\$5.00 (1 Page bonus)

7. **Administrative or By-Pass Copies:**

MJP will allow the Library 300 free administrative copies or prints per equipment quarterly via a bypass key or account. Administrative copies or prints made in excess of the quarterly allowance will be charged at \$.04 per copy or print. This includes copier and printer systems.

8. **Commission:**

MJP will pay the CITY/LIBRARY a Commission of 10% (Ten percent) in accordance with the following terms on the vending amount collected out of all stations net of sales tax. No commission will be paid on service or administrative copies.

- Minimum required for **Printer System** Commission: Gross Revenue of **\$3000.00/ Year**
- Minimum required for **Copier System** Commission: Gross Revenue of **\$2000.00/ Year**
- Minimum required for **Fax System** Commission: Gross Revenue of **\$500.00/ Year**

MJP will pay to the Library an instant commission on the Fax Card usage providing such cards to the Library at a discounted rate from the suggested end-user price reflected under the **End-User Vend Pricing** section of this Exhibit "A".

9. **Other:**

- A. MJP has the right to remove all equipment if other vended equipment is placed within the Premises. There are no, nor will be, any agreements between LESSEE and a **Third Party** pertaining to the installation or use of Coin, Card or Vending Operated Equipments with the same functionality as those described in "Exhibit A" at the above address during the operative life of this contract. Equipment that does not match the same functionality of the MJ Photocopy Equipment will not constitute a conflict of interest (i.e. Copier System is not a problem when MJP provides a Printer System and Fax as long as said copier system does not provide print or fax functionality limiting the potential revenue amount for MJ Photocopy. _____ (initials).
- B. MJP agrees to indemnify and hold the LIBRARY 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 LIBRARY harmless from any and all claims, suits, actions, damages, causes of action, or attorneys' 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 MJP, its employees, agents, or assigns.
- D. The City/Library provides the License for Microsoft Windows Server 2003 license for the print server. The Library retains ownership of the Server License and upon termination of services said license will be retained to the library.
- E. The City/Library provides an analog phone line for the use of the Fax Station. Library will not incur any long distance charges for the faxed pages from said station; MJP assumes the responsibilities of such charges.