

VILLAGE OF MAPLE PARK, KANE AND DEKALB COUNTIES

RESOLUTION 2017-17 Approved: December 5, 2017

AUTHORIZING THE VILLAGE PRESIDENT TO EXECUTE AN AGREEMENT WITH IMPACT NETWORKING, LLC FOR COPIER MAINTENANCE

WHEREAS, the village of Maple Park (the "Village") is a body politic and corporate, organized and existing pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*, and

WHEREAS, the President and Board of Trustees of the Village finds it is in the best interest of the Village of Maple Park to approve and to authorize such agreement, now therefore,

BE IT RESOLVED by the Board of Trustees of the Village of Maple Park, Counties of Kane and DeKalb, Illinois, as follows:

**Section 1.** The recitals set forth above are incorporated and made a part hereof.

**Section 2.** That the Agreement in substantially the same form as attached to this Resolution by Exhibit "A" and incorporated herein by reference, is approved and accepted by the Village.

**Section 3.** The President or designee is authorized to execute the Agreement on behalf of the Village and, as may be required, the Village Clerk to attest to the same.

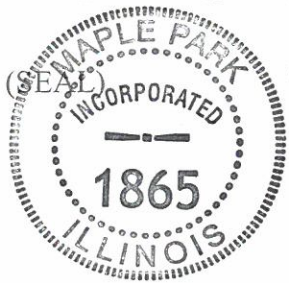
**Section 4.** That this Resolution shall be in full force and effect from and after its adoption and approval.

PASSED by the Board of Trustees of the Village of Maple Park, Kane and DeKalb Counties, Illinois at its regular Board meeting held on December 5, 2017.

Ayes: Higgins, Shaver, Dries, Goucher, Harris, Dalton

Nays: None

Absent: None



Kathleen Curtis  
Kathleen Curtis, Village President

ATTEST:

Elizabeth Peerboom  
Elizabeth Peerboom, Village Clerk



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**Impact Networking, LLC**

6 Territorial Court  
Bolingbrook, IL 60440

ImpactMyBiz.com  
630.679.9090

November 9, 2017

Village of Maple Park  
302 Willow St.  
Maple Park, IL. 60151

RE: Maintenance Agreement

Dear Customer,

According to our records, your current service contract will expire shortly. Attached is your renewal agreement to review. Please sign the attached proposal and initial the terms and conditions page to renew your coverage. If you have any questions, feel free to contact me.

Thank you,

Julie Kristy  
Contract Administrator  
Phone: (630) 365-7609  
jkristy@impactnetworking.com

RECEIVED  
NOV 27 2017  
VILLAGE OF MAPLE PARK



Impact Networking, LLC

13875 West Boulton Blvd.
Lake Forest, Illinois 60045

866.652.0082 / 847.785.2251 fax
www.ImpactMyBiz.com

Maintenance Agreement

Bill to Location

Village of Maple Park
COMPANY NAME
Cheryl Aldridge
CONTACT
302 Willow St.
ADDRESS
Maple Park IL 60151
CITY STATE ZIP
caldridge@villageofmaplepark.com
EMAIL
(815) 827-3309 (815) 827-4040
PHONE FAX

Agreement Type Selection

- Basic Maintenance Agreement
MPS Basic Agreement
MPS Platinum Agreement

- Each Agreement includes:
3 hour response time guaranteed with state-of-the-art call system.
Emergency calls available 7 days a week / 24 hours a day.
Full line factory trained technicians.
All parts replaced at no charge (unless otherwise noted.)
Proactive preventative maintenance, including 100% labor and parts.

Agreement includes 8.5"x11" and 11"x17" paper
PHT01 - Premium High Tech paper supplied per contracted volume.

Billing Interval Selection

Base Amount Billing:
Annual Semi-Annual Quarterly Monthly

Excess Image Billing:
Semi-Annual Quarterly Monthly

Device(s) or Group(s) Covered

Table with columns: Base Amount, Image Allowance (B&W, COLOR), Excess Image Charge (B&W, COLOR). Row 1: KMBS C364 #A161011005512, \$202.44, 4,400, 1,500, \$0.01260, \$0.09800. Total Payment Amount: \$202.44

Notes/Special Instructions

The term of this Agreement is 12 months from the effective date. Impact agrees to furnish the Customer in accordance with the terms and conditions of this Agreement. This contract is for 12 months(s) or the stated amount of copies, whichever comes first. Any copies above the stated amount will be billed at the Excess Image Charge. Contract includes all supplies except paper and staples, unless Paper Plus Maintenance Agreement is selected. All contracts that include supplies are based on manufacturers specified yield at 5% print or copy coverage. Any additional supplies beyond this specification will be charged to the customer at normal supply rates. Freight for delivery of supplies and parts is charged to the client on all agreements.

Contract Effective Dates: From 12/27/2017 To 12/26/2018

Agreement: Please return with advanced payment in full. This contract is legally binding upon signature and/or purchase order. No service will be performed until payment is received. This agreement is non-cancellable for the term specified, except as provided herein. The additional terms and conditions on the reverse side of this page hereof are incorporated in and made part of this agreement. Only the Impact Networking, LLC CEO or President is authorized to change, alter, or amend the terms or conditions of this agreement.

Impact Authorized Signature Date Customer Authorized Signature Date
Kathleen Curtis 12/13/17
Kathleen Curtis

## Maintenance Agreement

- SCOPE OF SERVICES:** The charges established by this Agreement include payment for maintenance by Impact Networking, LLC (here- after referred to as "Impact") (during normal business hours): inspection, adjustments, parts replacement, drums and cleaning material required for the proper operation as determined by Impact. Paper and staples must be separately purchased by customer.  
This Agreement covers both the labor and the material for adjustments, repairs and replacements of parts as required under normal use of the equipment except as hereinafter provided. Damage to the equipment or its parts arising out of misuse, abuse, negligence, incorrect power and/or outlet, or causes beyond Impact's control are not covered. In addition, Impact may terminate this Agreement in the event the equipment is modified, damaged, altered or serviced by personnel other than those employed by Impact.
- LABOR PERFORMED:** Labor performed during a service call includes lubrication and cleaning of the equipment and adjustment, repair or replacement of parts. All parts necessary for the normal maintenance of the equipment and subject to the general scope of coverage, will be furnished free of charge during a service call included in the maintenance service provided by this Agreement, unless otherwise noted.
- SERVICE LIMITATIONS:** Customer agrees Impact will not be required to make adjustments, repairs or replacements made necessary resulting from (i) unauthorized third parties performing any maintenance, repair or replacement, (ii) Customer modifying, relocating, damaging (including without limitation, unavoidable accidents), abusing or misusing the Equipment (including without limitation, the spilling of toner or other substance in the machine), and the breaking of lids, hinges, cassettes, etc., (iii) unauthorized Equipment alteration and tampering, or interconnection with non-compatible Equipment, (iv) placing the Equipment in an area that does not conform to Impact space, electrical and environmental requirements, (v) failure of improper telephone or electrical power, (vi) strikes, accidents, embargoes, or war (vii) Acts of God, lightning or other incidents of excess voltage or power surges, or (viii) Customer using toner, drum, processing units, ink, film, etc., from any other source other than the service provider, due to improper conditions of the environment such as excessive dust, chemical residues, abnormal high or low temperatures. If Impact provides maintenance made necessary resulting from any of the above listed occurrences or other work not covered under the foregoing remedial maintenance obligation, such maintenance shall be billed to Customer (and shall be due and payable in full upon receipt of invoice) at Impact's then current rates for labor and parts. Customer agrees that Impact will not be required to make adjustments, repairs, or replacements if Impact is not provided reasonable access to the Equipment.
- ADVANCE INSPECTION:** Impact reserves the right to inspect all equipment to be covered under this Agreement to determine its mechanical condition. Equipment that is identified as requiring immediate repair will be identified to Customer. Customer, at its option, can elect to have said unit repaired at the then current hourly service labor rate plus parts or may elect to have the unit excluded from the Agreement.
- REMEDIAL MAINTENANCE:** During the term of this Agreement, Impact agrees to perform the maintenance and repair that will keep the Equipment in good working order and condition, normal wear and tear excepted. If Impact is notified by Customer during the term of this Agreement that the equipment is not in good working condition, Impact will, during Impact's established normal service hours, make necessary adjustments and repairs including replacement of parts (if parts are included as part of the terms of this Agreement). If parts are not included in this Agreement, Impact will promptly provide a quote for the appropriate part(s). Impact's normal service hours are 8:00 a.m. to 5:00 p.m. Monday through Friday, excluding holidays. Impact may from time to time adjust these hours as may be required in the course of business, at which time the customer will be advised. Customer agrees to pay for all travel and labor time for service calls after Impact's normal service hours, on weekends and on holidays at overtime rates in effect at the time the service call is made. Impact provides 24/7 service by calling 888-752-0052. Applicable rates will be given at time of call. Service at times other than Impact's established normal service hours may be furnished on an "as available basis" at published rates then in effect. Replacement parts may have been used and/or reconditioned. Parts that have been replaced will remain the property of Impact.
- RECONDITIONING:** When, in its sole discretion, Impact determines a shop reconditioning is necessary to keep the equipment in working condition, Impact will submit to Customer an estimate of needed repairs and the cost thereof, which will be in addition to any other charges payable under this Agreement, refunding the unused portion of the maintenance charge. Thereafter, service will be available by Impact on a per call basis at Impact's published rates.
- CUSTOMER RESPONSIBILITY:** Customer will be responsible for daily care and cleaning of the top glass, dusting Equipment, replenishing toner, replacing disposal tank, clearing jams, etc., (where applicable). Customer also agrees to provide suitable electrical service and maintain proper environmental conditions.
- AUTOMATIC RENEWAL OR TERMINATION:** This Agreement shall become effective upon Customer signature or Purchase Order Number and shall continue until the end of the agreed copy volume or time, whichever occurs first, unless canceled by Impact or if Customer breaches any of its obligations hereunder or otherwise to Impact. Unless otherwise indicated, this is an annual contract. This Agreement shall be renewed automatically unless Customer notifies Impact, in writing, not less than ninety (90) days prior to the renewal date. Impact reserves the right to cancel this contract at its discretion upon five (5) days written notice. You agree that after the first twelve (12) months of the Term (or any extension or renewal) of this Agreement, and at the end of each following twelve (12) month period thereafter, the Maintenance Charges are subject to change in accordance with current volume, current prices and equipment age.
- CHARGES:** The initial charge for maintenance under this Agreement shall be the amount set forth on the front page of this Agreement. The Customer agrees to pay all additional charges for maintenance provided hereunder 10 days from the date of invoice for such charges. A late payment fee of 1.5% per month or the maximum rate permitted by law, whichever is less, shall be charged on all overdue amounts from the date of invoice until paid. The Customer understands that alterations, attachments or specification changes may require an increase in maintenance charges and agrees to pay such charges promptly when due.
- SUPPLIES:** Toner-inclusive contracts are based on manufacturer supply consumption rates. Impact will determine and deliver supplies in accordance with agreed upon usage. Use of covered supply products above the expected usage may result in additional charges. Toner may be OEM original or non-OEM at the discretion of the Service Provider.
- PAPER INCLUDED:** If "Agreement includes 8.5"x11" and 11"x17" paper" is selected, Impact will provide PHT01 - Premium High Tech Paper in accordance with the contracted Base Image Allowance over the term of this Agreement. If the allotted volume of paper has been exhausted before the term of this Agreement ends, the Customer may sign an Amended Agreement for an increased paper supply to cover the remainder of the contract term. In the event that this Agreement is terminated, Impact may bill the customer for any excessive paper consumption above the Base Image Allowance.
- PERFORMANCE OF EQUIPMENT AND USE OF OUTSIDE SUPPLIES:** The equipment Impact sells is designed to give excellent performance with Impact supplies, including paper, developer, toner and fuser oil. If the Customer uses supplies other than the supplies specifically manufactured for the use in the equipment that is covered and such supplies are defective or not acceptable for use in the equipment, and they cause service problems or abnormally frequent service calls, or damage the equipment, then Impact may, at its option, terminate this Agreement and refund the unused portion of the maintenance charges. In that event, the Customer will be offered service on a "per call" basis at published rates, or Impact may, at its option, decline to make a service call. Impact may also decline to service the equipment for the purpose of converting the equipment to use supplies of a different manufacturer other than those supplies then being used. It is not a condition of this Agreement, however, that the Customer use only Impact authorized supplies.
- METER READINGS:** Customer agrees to provide Impact with accurate meter readings based on the billing term from the front of this Agreement, or if mutually agreed upon, to provide Impact with timely access to all Equipment so that Impact may obtain meter readings as required. If accurate meter readings are not provided, or if timely access is not provided, Impact reserves the right to estimate the meter reading from previous meter readings.
- EARLY CARTRIDGE EXCHANGE:** Should it be determined that toner supplies, provided by Impact, are exchanged at a percentage of 15+% or higher on a consistent basis (to be determined by Impact Networking, LLC) the customer will incur a charge for the following toner needed OR an account review must be held to determine a price escalation to cover the additional charges. The early exchange of toner cartridges/units incurs additional costs to Impact that must then be assumed by the Customer. Initial contract pricing is based upon the use of cartridges supplied by Impact Networking, LLC to a level of 7% and below, which the Customer agrees to by entering into this Agreement.
- DEFECTIVE SUPPLY RETURN POLICY:** In the event of a defective supply, the customer will notify Impact Networking and receive instructions on the proper return of the defective unit. Impact Networking will supply the prepaid means by which to return the item. It is the Customer's responsibility to ensure the defective item is returned following the instructions and return label provided within 5 business days of receipt of the replacement supply. If the product is not returned within the stated time period, or at least shown as shipped via Tracking number, the customer will be charged full retail value of the provided replacement supply.
- PRINTER REPLACEMENT DUE TO VALUE OF REPAIR:** Should it be determined that a printer repair will exceed 125% of the then-current value of the device, as determined by Impact Networking, LLC, the device will be considered un-repairable and be replaced/excluded from coverage. Replacement devices may be provided by Impact Networking, LLC at a percentage discount from retail to be determined by contractual value.
- NO WARRANTIES, EXPRESS OR IMPLIED:** IMPACT MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. IMPACT SHALL NOT BE LIABLE FOR DELAYS IN MAKING REPAIRS, OR FOR SPECIAL OR CONSEQUENTIAL DAMAGES CAUSED BY ANY REASON.
- LIABILITY LIMITATION:** Impact's total liability is limited to repair and maintenance under this Agreement. Impact will not be held liable to Customer or any other party for any personal injury or indirect, consequential damage, including, but not limited to, loss of use, revenue or profit. Impact will not be liable for any delay or failure to perform it's obligations due to any cause beyond it's reasonable control, including without limitation, performing services at a location deemed by Impact as hazardous to health and safety, Acts of God or government, labor difficulties or failure of improper transportation, telephone or power. In no event shall Impact be liable for loss of data resulting in delays in supplying service, repair of, or attempts to repair the Equipment by Customer or by agents, representatives, or employees of Impact.
- INDEMNITY:** With respect to, arising from, or in connection from this Agreement, or from manufacture, maintenance, repair or use of any Equipment, Customer agrees to indemnify and hold harmless Impact and its agents, representatives, and employees from and against any and all claims, liabilities, damages, demands, cost and expenses of every kind and nature (including reasonable attorney's fees) arising from any injury or damage to any person, property, or business, excluding, however, any of the foregoing resulting solely from the negligence or misconduct of Impact or its agents, representatives or employees.
- RELOCATION OF EQUIPMENT:** Customer agrees to keep the Equipment at the installation address and shall not move it from that location without prior written consent of Impact, which shall not be unreasonably withheld. Customer shall be responsible for all costs associated with relocation. If the Equipment is moved to a new location, Impact shall have the right to charge a new rate for the new location and Customer agrees to pay the difference between the old rate and the new rate. Customer agrees that it shall not move any Equipment that is subject to this Agreement, or any subsequent agreement between Impact and Customer, beyond Impact's service zones. If the Equipment is moved beyond Impact's service zones, Impact may elect to cancel this Agreement and will refund the unused portion of the maintenance charge.
- CUSTOMER UPGRADE OF EQUIPMENT:** If the Customer upgrades its equipment covered by this Agreement to other Impact products, Impact will credit the unused portion of the Agreement towards a new equipment maintenance covering the new equipment at the published price in effect at the time of the upgrade for a one year period.
- DEFAULT:** Customer shall be in default under this Agreement if Customer: (i) fails to make any payment to Impact or its agent within ten (10) days of when due or (ii) breaches any other term or condition included in this Agreement and Customer fails to cure any such breach within ten (10) days. In the event of a default, Impact may, in addition to other remedies, (i) refuse to service the Equipment until payment in full, including any late payment fees, are made; (ii) declare any and all sums (including penalties) which are due under the terms of this Agreement to be immediately due, (iii) furnish service on a C.O.D. "per call" basis at published rates; (iv) terminate this Agreement without advance notice; and/or (v) exercise any and all other remedies to which it may be entitled. The Customer agrees to pay Impact for all costs and expenses, including reasonable attorney's fees, incurred by Impact in establishing or enforcing its right hereunder.
- PERSONAL GUARANTY:** As additional inducement for Impact to enter into this Agreement, the undersigned ("you") unconditionally, jointly and severally, personally guarantees that Customer will make all payments and all the other charges required under the Agreement and any supplements when they are due and will perform all other obligations under the Agreement fully and promptly. You agree that Impact may make other arrangements with the Customer including extending the term and adding additional equipment and you will still be responsible for those payments and other obligations. Impact does not have to notify you if the Customer is in default. If customer defaults, you will immediately pay in accordance with the default provision of the Agreement all sums due under the original terms of the Agreement and as modified by any supplement and will perform all other obligations of customer under the Agreement. It is not necessary for Impact to first proceed legally against the Customer. If it is necessary for us to proceed legally to enforce this guaranty against you or the Customer, you expressly consent to the jurisdiction of the courts set forth in Paragraphs 27 and 28 of this Agreement, and you agree to pay all costs, including attorneys fees incurred in enforcement of this guaranty.
- TAXES:** Customer shall be responsible for all sales tax, use tax or other taxes (including without limitations personal property taxes accessible on the Equipment) and fees charged relative to this Agreement. Customer agrees to reimburse Impact for all amounts paid or payable by Impact in discharge of the foregoing taxes. Customer shall not be responsible for taxes based on Impact's gross or net income.
- NOTICES:** Notices required under this Agreement shall be written and sent to Impact Networking, LLC at 13875 West Boulton Boulevard, Lake Forest, IL 60045 and to the Customer at the "bill to address" identified on the front side of this Agreement. All notice will be effective upon date of postmark.
- JURISDICTION:** This Agreement shall be interpreted, enforced, governed and construed exclusively according to the laws of the State of Illinois.
- FORUM AND VENUE:** The Parties agree that any dispute arising from or in connection with this Agreement or related to any matter which is the subject of this Agreement shall be subject to the exclusive jurisdiction of the State and/or Federal Courts of Illinois. In the event of any claim regarding a dispute arising from or in connection with this Agreement or related to any matter which is the subject of this Agreement that is brought in State Court, the Circuit Court of Cook County, Illinois shall have exclusive jurisdiction over such dispute. In the event of any claim regarding a dispute arising from or in connection with this Agreement or related to any matter which is the subject of this Agreement that is brought in Federal Court, the United States District Court for the Northern District of Illinois shall have exclusive jurisdiction over such dispute.
- ATTORNEYS FEES AND LITIGATION COSTS:** In the event of a claim or litigation arising from or relating to the subject matter of this Agreement, and if Impact Networking prevails in such claim or litigation, the Customer/buyer/lessee shall reimburse Impact Networking, LLC for all attorney's fees and costs resulting therefrom.
- ASSIGNMENT:** This contract is for the sole benefit of the Customer whose name appears on the front hereof and cannot be assigned by the Customer to any further owners of the covered Equipment.
- CONFIDENTIALITY CLAUSE:** Impact recognizes that it must conduct its activities in a manner designed to protect any information concerning Customer, its affiliates or clients (such information hereinafter referred to collectively as "Customer Information") from improper use or disclosure. Impact agrees to use its best efforts to treat Customer Information on a confidential basis. Impact agrees not to disclose any Customer Information to any person, firm or corporation except to Impact employees or holder of Owner's interest who have a need to know such Customer Information to perform the services contemplated hereunder without Customer's prior written consent or unless subject to court order or subpoena.
- APPROVAL REQUIREMENT:** This Agreement shall not be binding on Impact until approved by the President of Impact Networking LLC.
- SEVERABILITY:** If any provision, clause or section of this Agreement is adjudicated by a court of competent jurisdiction to be illegal, void, invalid or unenforceable, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, all remaining provisions, clauses and sections shall remain in full force and effect.
- ENTIRE AGREEMENT:** This document constitutes the entire Agreement between the Parties and supersedes all prior agreements, proposals and communications, whether written or oral, concerning the subject matter of this Agreement. Impact shall not be bound by any modification or waiver of the Agreement unless agreed to in writing. Any such writing must be approved and executed by the President of Impact Networking LLC.

Customer Initial Here



06/15/17



**Impact Networking, LLC**

13875 West Boulton Blvd.  
Lake Forest, Illinois 60045

866.652.0082 / 847.785.2251 fax  
www.ImpactMyBiz.com

**Point of Contact List**

**Accounts Payable**

Name Cheryl Aldridge  
Title Village Accountant  
Address 302 Willow St. , P.O. Box 220  
Phone (815) 827-3309  
Email caldridge@villageofmaplepark.com

**Confirmation of Supply Orders**

Name Liz Peerboom  
Title 302 Willow Street  
Address P.O. Box 220, Maple Park, IL  
Phone (815) 827-3309  
Email lpeerboom@villageofmaplepark.com

**IT Department**

Name \_\_\_\_\_  
Title \_\_\_\_\_  
Address \_\_\_\_\_  
Phone \_\_\_\_\_  
Email \_\_\_\_\_

**Solutions**

Name \_\_\_\_\_  
Title \_\_\_\_\_  
Address \_\_\_\_\_  
Phone \_\_\_\_\_  
Email \_\_\_\_\_

**Meter Reads**

Name \_\_\_\_\_  
Title \_\_\_\_\_  
Address \_\_\_\_\_  
Phone \_\_\_\_\_  
Email \_\_\_\_\_

**Proactive Service Contact**

Dept. \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Address \_\_\_\_\_  
Phone \_\_\_\_\_  
Email \_\_\_\_\_

**Other**

Dept. \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Address \_\_\_\_\_  
Phone \_\_\_\_\_  
Email \_\_\_\_\_