

## **HARDWARE MAINTENANCE AGREEMENT**

This Maintenance Agreement (the "Agreement") is made by and between RBM CONSULTING, LLC ("RBM") and FOREST Twp., MI.(the "Client"). This Agreement shall be effective as stated in Section 6. of this agreement (the "Effective Date").

### **RECITALS:**

Client owns and utilizes certain election equipment and machines associated with local, state and federal elections (the "Election Equipment"):

<u><b>Quantity</b></u>	<u><b>Model</b></u>	<u><b>SERIAL NUMBERS</b></u>
2	AUTOMARK	

RBM, among other things, has the expertise and the know-how to maintain the Election Equipment.

Client, pursuant to the terms of this Agreement, hereby agrees to retain RBM to maintain its Election Equipment.

**1. Maintenance.** Pursuant to the terms and conditions set forth herein, Client hereby retains RBM to maintain its Election Equipment. The scope of the maintenance shall include **Annual Preventive Maintenance**, general cleaning and routine maintenance, all necessary parts, labor and service, Post Election Maintenance and repair of the Election Equipment. All routine maintenance provided will comply with Michigan and Federal election laws and directives of the SOS in effect at the time of the initial contract. The maintenance under this Agreement shall not include replacement of ballot boxes, software or any other type of operating system, or firmware utilized with the Election Equipment.

**2. Limited Warranty.** RBM shall, under this Agreement, install or replace the parts provided that its doing so will not impact any factory or manufacturer's warranty. Consumable parts (such as ribbons, batteries, roll-paper, ballots or other supplies) are not provided under this Agreement.

Under this Agreement, RBM is offering only a limited warranty relative to its work in maintaining the Election Equipment. Specifically, RBM limits its warranty to the maintenance of the Election Equipment and that the same shall be maintained in a good and workmanlike manner. RBM does not warrant the Election Equipment itself. RBM does not warrant any software, firmware or other operating systems that are used in coordination with the Election Equipment. Under no circumstances shall RBM be responsible for any damages that exceed the amounts paid to it under the Agreement in one calendar year, regardless of the nature of the claims or causes of action.

**3. Responsibilities of Client.** Client shall provide RBM complete and convenient access in an adequate working space to all Election Equipment covered under this Agreement.

Client will also allow RBM timely access to the Election Equipment so that the Election Equipment may be properly maintained. If this Agreement is for Depot Service, Customer shall be responsible for all costs of shipping (including Insurance) to and from the RBM maintenance facility. Customer shall bear all risk of damage or loss to the unit (units) during shipment.

**4. Responsibilities of RBM.** RBM shall provide one (1) preventive maintenance inspection for each twelve (12) months of the Agreement. RBM shall inspect and maintain the Election Equipment and shall provide Client with a report of any deficiencies, including parts. RBM shall not be responsible for determining the amount of supplies (such as ribbons, batteries, roll-paper, ballots or other supplies) that may be necessary to operate the Elections Equipment on any given Election Day. Prior to each Primary and General Election, RBM will be available for emergency on site repair work. The customer must notify RBM after the logic and accuracy test with a list of specific units that fail during each test.

**5. Excluded Services.** RBM reserves the right to decline service to any unit (units) determined to be un-repairable to a maintainable condition. Support services not specified in this contract may be requested in writing. Additional Field support services not included in this contract are billable at \$ 1,475 per day including expenses.

**6. Payment; Termination; Term.** Client agrees to pay RBM \$300.00 per year, per unit to maintain the Election Equipment. Payment is due, in total within thirty (30) days of RBM invoice. This Agreement may be terminated by either party upon sixty (60) days written notice. In the event of termination before the expiration of the current term, annual fees are not refundable. The term of this Agreement shall be from July 1 to June 30<sup>th</sup> of each and every calendar year. Additional Services will be provided for the February 2016 Election and cost pro-rated at \$25.00 per month per unit for 4 months for a pro-rated fee of \$200. for all units to the July 1, 2016 annual date. This Agreement shall automatically renew each and every year without notice subject to the termination provision set forth herein.

**7. Governing Laws; Entire Agreement.** This Agreement shall be governed by the laws of State of Michigan. This Agreement contains the entire agreement between the parties and may not be amended except in writing and executed by both parties.

**8. Assignment.** This Agreement may not be assigned by either party except with a written consent of the non-assigning party. Such consent shall not be unreasonably withheld. Notwithstanding anything contrary, RBM may arrange for subcontractors to perform the maintenance and repair work contemplated by this Agreement.

<b>RBM:</b>	<b>CLIENT: Forest Twp. MI.</b>
By: DAN MCGINNIS	By: Beatrice Banyas (Debbie)
Dan Mc Ginnis	Debbie Banyas
530 N. Lake Shore Dr #1509	130 E. Main St.
Chicago, IL 60611	Otisville, MI 48463
Its: MANAGING PARTNER	Its: Clerk
Date: 2-24-2016	Date: 2-25-2016