



KONICA MINOLTA

KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC
15120 NORTHWEST FWY
STE 100
HOUSTON TX 77040

Place your service calls, meter reads and order supplies on line with MyKMBS.com. Ask your Sales or Service representative for more details.

ASSOCIATION MANAGEMENT INC
5295 HOLLISTER ST
HOUSTON TX 77040

MAINTENANCE AGREEMENT

Number/Date : 41356316 / 07/21/2009
Reference number/Date : 7022 26we00508
Commencement Meter :
M/A Meter Expiration :
Sales Location : C HOUSTON N
Partner number : 875726

Validity period : 07/19/2009 to 07/18/2010
Volume: 36,000

Ship-to address
CLUB BELLAVITA
1548 N RIVERIA CIR
PEARLAND TX 77581

Item	Material	Description	Price	Price unit	Value
	Serial no.: 26WE00508		950240	7022 DIGITAL. MF MACH	
000001	7670999202	Service Supply Contract - Digital			
	1 EA		668.22	USD	668.22
NOTE: ONE COPY IS COUNTED FOR EACH 8.5 X 11 INCH IMAGE					
Under the items of this program, customers purchasing this agreement will be entitled to labor, transportation costs, all replacement parts, black starter, staples, imaging units as required, and black toner based on 6% toner usage ratio and number of copies purchased, excluding paper. Customer may renew agreement when the copies purchased are used within the agreement period. Customer also may need to purchase additional toner based on customers application.					
Items total					668.22
Tax Total					55.13
FINAL AMOUNT					723.35

When this Agreement is signed by the Customer and the Branch Service Manager, it shall constitute a Binding Agreement. PLEASE READ REVERSE SIDE OF AGREEMENT FOR ADDITIONAL TERMS AND CONDITIONS.

by [Signature] 7-23-09 Date
Customer Signature, TREASURER
by [Signature] 7-27-09 Date
KMBS Service Rep.
by [Signature] 7-27-09 Date
KMBS Service Manager

This AGREEMENT MUST BE RETURNED ALONG WITH PAYMENT to the Service Location listed above. Please be sure to enter the COMMENCEMENT METER READING and add STATE and LOCAL TAXES to payment. AUTHORIZED SIGNATURE is required to process this Agreement.



KONICA MINOLTA

Date: 07/29/2008
 Branch Code: _____
 Sales Rep No: _____

Service & Supply Maintenance Contracts (Form H)

Sold To (Legal Name) _____ Ship To _____
 Name: ASSOC. Mgt. Inc Acct. No.: 875726 Name: CLUB BELVITA Acct. No.: 875727
 Address Line 1: 5925 Hollister Address Line 1: _____
 Address Line 2: _____ Address Line 2: _____
 Street Address: _____ Street Address: 1548 N RIVERIA
 City: Houston State: Tx Zip: _____ City: PEARLAND State: TX Zip: 77581

Tax Exemption No Yes (Certificate required) Tax Exemption Number: _____
 PO Required No Yes (Copy required) PO Number _____ PO Expiration Date _____
 Payment Terms: _____
 Credit Card No Yes Credit Card Type: AMEX MC VISA Credit Card Number _____
 Expiration Date: _____ CVV Number _____
 Name on Credit Card _____

Standard SSC (TMP) and SC/FSM Maintenance Plans

Annual Based Contract (required for 19 ppm and lower copiers)
 With Supplies - SSC/TMP Without Supplies - Purchased Separately - SC/FSM Effective Date: _____
 Contract Term (Months): 12 24 36 48 60 11x17 counts: 1 2
 Billed in advance: Annually Other _____

Product Covered Under Contract

Item	Model Desc.	Serial Number	Type	Start Meter Read	Annual Copy Allowance	Annual Contract Fee	Overage Rate
1	7022 Digital	26WE00508			36,000	\$ 602.00	\$
2						\$	\$
3						\$	\$

Customer's signature below acknowledges receipt and consent to KMBS service maintenance terms and conditions printed on back of this form.

Signature: Christin Jovel KMBS Representative Danielle McDonald Date: 7/29/08
 Signature: Christin Jovel KMBS Sales Manager Date: 8/5/08
 Title: Managing Agent KMBS Technical Manager Date: _____

FOR INTERNAL USE

New Customer Maintenance Only Maintenance w/ Equipment Order Dealer Served
 PE # _____ Agreement # _____ Customer Code 1 _____
 Promotion # _____ Price Plan # _____ Customer Code 2 _____
 Subfleet # _____ Customer Code 3 _____
 Key Operator Contact _____ Phone _____ Email Address _____
 Meter Read Contact _____ Phone _____ Email Address _____
 Accounts Payable Contact _____ Phone _____ Email Address _____
 Comments / Special Instructions _____ Additional Documents Attached
 Price Exception Tax Exempt Certificate
 Purchase Order Credit Data Sheet

Originating	Order Taking	Servicing

Contract Processed: Windsor, CT Branch _____ (Branch Name)

APPROVED & ACCEPTED AT KMBS BY: _____ DATE _____
 Service Contract Forms Oct0107.xls

The following terms and conditions apply to the provision of maintenance services by Konica Minolta Business Solutions USA, Inc. ("KMBS") to Customer during the term of this Agreement.

1. **PAYMENT:** Payment is due within thirty (30) days from the date of the invoice. Should the customer fail to make any payment due hereunder, or be or become insolvent or be a party to or acquiesce in any bankruptcy or receivership proceeding or any similar action affecting the affairs or property of Customer, KMBS may (1) refuse to continue to service the equipment or (2) furnish service on a time, travel and material basis, without prejudice to any other remedies KMBS may have. If Customer fails to make any payment when due, there will be a service charge of one and one-half percent (1 1/2%) of the total amount due or the maximum legal rate allowed by law, whichever is less. NO CASH PAYMENTS ACCEPTED. Accepted manners of Payment are by Major Credit Card or checks made payable to KMBS.
 2. **METER READINGS:** Customer will provide accurate and timely meter readings at the end of each billing period in a manner prescribed by KMBS. KMBS shall have access to monitor the meter readings and if meter readings are not received in a timely manner, KMBS may obtain or estimate them and Customer agrees to pay for maintenance services based on estimated meter readings. Duplexed and 11" x17" shall be counted as two meter clicks. For models equipped with banner printing capabilities, the following meter click charges shall apply: 18"x27" = 3 clicks; 27"x36" = 4 clicks; 36"x47" = 5 clicks.
 3. **INSTALLATION:** Equipment shall be installed by an authorized KMBS representative, at Customer's sole cost and expense. Customer shall ensure that equipment is placed in an environment that conforms with the manufacturer's specifications and requirements and will bear all cost and expense for any additional necessities required for installation such as telephone and electrical wiring, remodeling, and noise and power filters. Any electrical work external to the equipment (i.e. associated peripheral equipment, power, transmission and phone lines, and modems) and equipment line cord is not covered by this Agreement.
 4. **COMMENCEMENT OF SERVICE:** The equipment must be in good condition on the commencement date of this agreement. KMBS charges for parts and labor required to place the equipment in such condition unless covered under any applicable warranties or a continuous maintenance agreement. KMBS will invoice the customer and this will be in addition to the price set forth on the reverse hereof.
 5. **ADDITIONAL EQUIPMENT:** No maintenance service for additional or substituted equipment will be provided by KMBS until it is accepted by KMBS, in writing, for coverage. KMBS reserves the right to adjust the coverage period for any additional or substituted equipment to assure common renewal dates.
 6. **SERVICE INCLUDED:** This Agreement covers labor or routine, remedial and preventive maintenance service as well as remedial parts. All part replacements shall be on an exchange basis with new or refurbished items. Emergency service calls will be performed at no extra charge during normal business hours. Unless otherwise indicated, normal business hours are 8:30 a.m. to 5:00 p.m., Monday through Friday, exclusive of holidays observed by KMBS. Overtime charges, at KMBS' then current rate, will be charged for all service calls outside normal business hours. In addition to any other rights hereunder, KMBS reserves the right to delete discontinued equipment from this Agreement if parts become unavailable for discontinued equipment.
 7. **PREVENTIVE MAINTENANCE:** Preventive Maintenance shall be performed on the equipment at the intervals defined by the Technical Service Manuals for the particular model. Preventive Maintenance will include cleaning, lubrication, adjustment, and may be made at the same time remedial service is being performed. KMBS technicians do not carry or deliver consumable supplies (toner, developer, etc.). It is the Customer's responsibility to have the necessary supplies available for the Technician's use.
 8. **ACCESS:** Customer shall provide KMBS' personnel with free and full access to the equipment and any necessary operating time for the purposes of furnishing maintenance services. Customer shall arrange and insure that one of its employees is present at all times when KMBS personnel perform maintenance services.
 9. **SELLER'S AGENTS:** Customer acknowledges that it has been advised that no agent, employee, or representative of KMBS has any authority to bind KMBS to any affirmation, promise, representation, or warranty concerning any of the equipment or services. Unless an affirmation, promise, representation, or warranty is specifically set forth in this Agreement it does not form a basis of this bargain and shall not be enforceable against KMBS.
 10. **DISCLAIMER:** This Agreement does not cover service required due to malfunction of parts, attachments, or supplies of non-KMBS manufacture. When the use of a particular supply item may cause machine damage or require excessive servicing, KMBS, upon notice to Customer, will not continue remedial or preventive service for that equipment. By introducing supplies of differing manufacture into the KMBS equipment Customer accepts the responsibility to pay for any remedial or corrective service required. Any alterations, modifications or changes to the equipment by someone other than KMBS, including Customer, may result in termination of this Agreement. Without prior authorization, this Agreement does not apply to any equipment which ceases to be at the customer location described on the reverse side hereof. This Agreement does not apply to any equipment lost or damaged through accident, abuse, misuse, theft, neglect, acts of third parties, fire, water, casualty or any other natural forces, and any loss or damage occurring from any of the foregoing is specifically excluded from this Agreement.
 11. **AUTOMATIC RENEWAL:** Service on individual equipment shall automatically be extended for successive one year terms at the then prevailing rate unless Customer or KMBS provides the other party with thirty (30) days written notice before the end of the current term of its intention not to renew this Agreement. Upon renewal, either party may cancel this agreement, with or without cause, upon thirty (30) days written notice to the other party. Upon cancellation pursuant to this paragraph 11, Customer will be billed for service through the effective date of cancellation.
 12. **BUSINESS PURPOSE:** Customer warrants and represents that the equipment will be used for business purposes, and not for personal, family, or household purposes.
 13. **NETWORK INTEGRATION:** If Network Integration services are provided by KMBS, Customer warrants that the KMBS Digital Needs Analysis "DNA" has been accurately completed and KMBS may rely on the information contained in the DNA in providing network integration services. KMBS reserves the right to assess additional charges for service due to Customer's modification of its network, software, or operating system(s).
 14. **RELOCATION:** Relocation or make ready shipment of equipment is not covered by this maintenance agreement. This service, when requested, will be at the then billable rate of KMBS.
 15. **ASSIGNMENT:** Customer may not assign This Agreement, without KMBS' express written consent. In the event that KMBS assigns or subcontracts any of its obligations under this Agreement, KMBS shall remain primarily responsible to perform those obligations. Any claim or defense Customer may have relating to those obligations must be asserted only against KMBS and not its assignee. KMBS may assign, without notice to Customer, any of its rights under this Agreement.
 16. **NOTICES:** All notices required to be given under this Agreement shall be in writing and shall be sent by U.S. first class mail to the parties as follows: To Customer at the address listed on the front of this Agreement and to KMBS, at 100 Williams Drive, Ramsey, NJ 07446, Attention: Office of Direct Administration.
 17. **INDEMNIFICATION:** Customer shall bear all risk of theft, loss or damage not caused by KMBS employees or agents, to all Equipment installed under this Agreement. Customer agrees to indemnify, defend and hold harmless KMBS, its officers, directors, employees and agents from all loss, liability, claims or expenses (including reasonable attorneys' fees) arising out of Customer's use of the equipment, including but not limited to liabilities arising from bodily injury, including death, or property damage to any person, unless caused solely as the result of a negligent or intentional act or omission by KMBS.
 18. **WARRANTY:** KMBS WARRANTS THAT THE SERVICES SHALL BE PERFORMED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS AND SPECIFICATIONS FOR THE EQUIPMENT. KMBS MAKES NO OTHER WARRANTIES WHATSOEVER EXPRESS OR IMPLIED WITH REGARD TO THE SERVICE, THE SOFTWARE INCLUDED WITH THE EQUIPMENT OR ITS INSTALLATION, AND MAINTENANCE, AND EXPRESSLY EXCLUDES ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
 19. **REMEDY LIMITATIONS:** The equipment may not be returned to KMBS without KMBS' written consent. CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF WARRANTY SHALL BE REPAIR OF THE EQUIPMENT OR REPLACEMENT OF A NONCONFORMING PART, AT KMBS'S OPTION. Customer expressly waives its rights to special, consequential, exemplary, incidental or punitive damages. KMBS'S LIABILITY IS LIMITED TO THE COST OF MAINTENANCE SERVICES PURCHASED BY THE CUSTOMER FROM KMBS. KMBS SHALL NOT BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES DUE TO LOSS OF DATA OR INFORMATION OF ANY KIND. LOSS OF OR DAMAGE TO REVENUE, PROFITS OR GOODWILL, DAMAGES DUE TO ANY INTERRUPTION OF BUSINESS, DAMAGE TO CUSTOMER'S COMPUTERS OR NETWORKS, EVEN IF KMBS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
 20. **APPLICABLE LAW:** This Agreement shall be governed by the laws of the State of New York without regard to choice of law principles. In the event of litigation or other proceedings by KMBS to enforce or defend any term or provision of this Agreement, Customer agrees to pay all costs and expenses sustained by KMBS, including but not limited to, reasonable attorney's fees.
 21. **FORCE MAJEURE:** Neither party shall be responsible for delays or failure in performance of this Agreement (other than failure to make payment) to the extent that such party was hindered in its performance by any act of God, civil commotion, labor dispute, or any other occurrence beyond its reasonable control.
 22. **SEVERABILITY:** If any provision of this Agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of the remaining provisions of this Agreement.
 23. **WAIVER:** Failure by KMBS to enforce any provisions of this Agreement or any rights hereunder, or failure to exercise any election provided for herein, shall in no way be considered a waiver of such provisions, rights, or elections, or in any way affect the party's right to later enforce or exercise the same or other provisions, rights, or elections it may have under this Agreement.
 24. **ORIGINAL DOCUMENT:** Customer further agrees (a) that facsimile or electronic signatures shall be accepted as original signatures; and (b) that this Agreement or any document created pursuant to this Agreement, may be maintained in an electronic document storage and retrieval system, a copy of which shall be considered an original. KMBS may accept orders electronically from Customer pursuant to this Agreement. Neither party shall raise any objection to the authenticity of this Agreement or any document created hereunder, based on either the use of a facsimile signature or the use of a copy retrieved from an electronic storage system.
 25. **Supplies Included in the Base/Print Charges:** If this option has been selected, KMBS (or designated service) will provide Customer with supplies, including but not limited to toner, developer, copy cartridges, staples and PM kits ("Consumable Supplies") throughout the term of this Agreement. Customer agrees that the Consumable Supplies are KMBS property until used by Customer. Customer will use Consumable Supplies only with the contracted Equipment and run them to their cease-function point. Customer will return any unused Consumable Supplies to KMBS at the end of this Agreement. Should Customer's use of Consumable Supplies exceed the typical use pattern (as determined solely by KMBS) for these items by more than 10%, Customer agrees that KMBS shall have the right to charge for any such excess usage.
- ENTIRE AGREEMENT:** This is the entire Agreement between Customer and KMBS and supersedes any proposal or prior agreement, oral or written, or any other communications relating to maintenance services for KMBS equipment and it may not be released, discharged, changed, or modified except by an instrument in writing signed by a duly authorized representative of each party. Customer agrees that any Purchase Order or other documentation issued to KMBS covering the equipment or maintenance is issued for purpose of authorization and Customer's internal use only, and any terms and conditions contained therein shall not modify or add to the terms and conditions of this Agreement. This Agreement will not be effective until accepted by an authorized representative of KMBS. Notice of acceptance is hereby waived by Customer.