

Cartridge Works Plus Bailment Agreement

Full Legal Name			
Customer Name (Bill to):			
DBA			
Address		Suite / Box # / Routing:	
City:	State:	ZIP:	Tax I.D. #
Customer Name (Install):			
DBA			
Address:		Suite:	
City:	State:	ZIP:	County Installed In:
Primary Point of Contact:			TITLE
First Name:		Last Name:	
Office Phone:	Office Phone:	Email:	
Cell Phone:	Fax #:	Do we have permission to fax/email/mail updates/pricing to you? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Alternate Point of Contact:			Title:
First Name:		Last Name:	
Office Phone:	Office Phone:	Email:	
Cell Phone:	Fax #:	Do we have permission to fax/email/mail updates/pricing to you? <input type="checkbox"/> Yes <input type="checkbox"/> No	

Equipment Information

Make: _____ Model: _____ Serial #: _____

Lease/Loan Payment Information

Lease/Loan Term: 12 Months 24 Months 36 Months Other (No Contract Length Required)

Supplies included in Base/Print Charges

Customer agrees to give a minimum of 24 hour delivery time Monday – Friday;
48 hour delivery time Saturday – Sunday

Min. Lease/Loan Payment Frequency

(periodic, excluding excess meter charges)

Monthly Quarterly Semi-Annual Annual Other (No recurring payment for loan)

Other: Customer agrees to purchase at least one cartridge for above equipment once every 45 days.

Terms and Conditions

BAILMENT This bailment is made expressly and exclusively for the purpose of use by Customer of the bailed property in printing, copying, faxing, and scanning (the only approved uses), and Customer is prohibited from using the Equipment for any other purpose than as stated above. Any other terms and conditions, preprinted or otherwise, accompanying any Customer order for the Equipment are hereby rejected and shall have no legal effect, notwithstanding Cartridge Works Plus's acceptance or use of any such order. Customer agrees, at its sole expense, to provide the proper and safe environment and electrical connections for the Equipment. Customer is solely responsible for correcting any hazardous or unsafe conditions that may adversely affect the personnel of Cartridge Works Plus, the personnel of Customer, any other person on the Customer's premises and the Equipment. Cartridge Works Plus will use reasonable efforts to begin Equipment delivery and installation on the date scheduled by Cartridge Works Plus and the Customer. If no such date is scheduled, Cartridge Works Plus will schedule delivery and installation based on Cartridge Works Plus's normal

Equipment delivery and installation intervals. If Cartridge Works Plus is unable to complete delivery and installation within thirty (30) days of such date, solely for reasons beyond Customer's control, CUSTOMER'S EXCLUSIVE REMEDY SHALL BE TO CANCEL THIS AGREEMENT WITHOUT INCURRING A CANCELLATION CHARGE.

SERVICE AND REPAIR Cartridge Works Plus shall service and repair the Equipment if not functioning properly. Cartridge Works Plus' representatives are hereby authorized to exchange the Equipment originally delivered to Customer with other Equipment, collect the Equipment, remove any Equipment and otherwise handle, repair or deal with the Equipment on behalf of Cartridge Works Plus. Customer agrees to pay for all repair expenses associated with a computer's software, Paper Jam or abuse of the Equipment (i.e., dropped printers, etc.) no later than ten (10) days of Customer's receipt of an invoice from Cartridge Works Plus.

ACTS BEYOND CONTROL Cartridge Works Plus shall not be liable to Customer for damage, loss or expense due to mechanical failure of the Equipment described herein or due to any failure or delay on the part of Cartridge Works Plus to furnish to Customer adequate supplies of products. In no event shall Cartridge Works Plus be liable for any consequential or punitive damages with regard to the Equipment or the furnishing thereof, Cartridge Works Plus shall not be held responsible for any delay, damages or failure of performance to the extent such delay, damages or failure is caused in whole or in part by fire, explosion, power failures, strikes or other labor disputes, water, earthquake, acts of God, elements, war, civil disturbances, or any other causes beyond Cartridge Works Plus's reasonable control, whether or not similar to the foregoing.

TAXES Federal, state or local taxes levied upon the bailment, license, use, ownership, possession or operation of the Equipment described below shall, at the sole cost and expense of Customer, be paid directly by Customer to the appropriate taxing authorities, and Customer shall indemnify Cartridge Works Plus against the payment of any such taxes. If required by the appropriate taxing authorities, Cartridge Works Plus will charge the account State or local taxes levied upon any Equipment rental.

LIABILITY Except for personal injury and damage to tangible personal property proximately caused by Cartridge Works Plus' negligence, in consideration of this bailment, the liability of Cartridge Works Plus, their affiliates and suppliers, for any claims, losses, damages or expense from any cause whatsoever (including acts or omissions of third parties) regardless of the form of action, whether in contract, tort or otherwise, shall not exceed the lesser of the direct damages proven or the value of the particular Equipment. **CUSTOMER AND ALL PARTIES TO THIS AGREEMENT HEREBY EXPRESSLY WAIVE ALL RIGHT TO A JURY TRIAL AND AGREE THAT VENUE SHALL BE EXCLUSIVELY IN OKALOOSA COUNTY.** Should Cartridge Works Plus employ an attorney or attorneys to enforce any of the provisions hereof or to protect its interest in any matter arising under this Agreement or to recover damages for the breach of this Agreement, the losing party in any final judgment agrees to pay the prevailing party all reasonable costs, charges, and expenses, including attorney's fees, expended or incurred by it in connection therewith.

TITLE AND RISK OF LOSS Title to the Equipment shall under no condition pass to Customer and shall under all conditions remain in Cartridge Works Plus. Risk of loss or damage to the Equipment shall pass when delivered to the Customer's premises.

TERMINATION; DEFAULT This agreement of bailment is on a month to month basis, unless otherwise stated herein, and shall be renewed automatically for the next ensuing month unless otherwise terminated as provided herein. This agreement of bailment and purchase of Cartridges may be terminated immediately by Cartridge Works Plus without notice in the event : (i) Customer suspends business; (ii) the use by Customer of the Equipment for any other purpose than the intended proper use; or (iii) a breach or default of any other term or condition of this Agreement, or (iv) the failure to pay any Cartridge Works Plus invoice in accordance with its terms, or; (v) the failure to purchase an adequate amount of Cartridges in Cartridge Works Plus' sole and absolute discretion (See Page 1, Lease Payment Information).

RETURN OF EQUIPMENT Upon any termination, Cartridge Works Plus shall have the right to take immediate possession of the Equipment listed herein by appearing at the premises in which the Equipment is required to be installed as set forth herein, during regular business hours. Should the Equipment not immediately be delivered, Customer agrees to pay to Cartridge Works Plus the cost of obtaining delivery, including repossession charges and attorney's fees. Upon any such redelivery, such Equipment shall be in the same good order and condition as when received, ordinary wear and tear accepted. If Customer is unable to return said Equipment in as good order and condition as when received because of loss or damage, Customer shall promptly pay to Cartridge Works Plus a sum equal to the replacement value or repair costs, whichever is less, for each piece of Equipment.

OPERATION OF EQUIPMENT Customer hereby represents and warrants that the Printers will be used ONLY for the purpose of printing, copying, faxing, and scanning with only Cartridge Works Plus Cartridges. It is agreed that this Agreement will be terminated and the Equipment will be immediately withdrawn from any customer violating this stipulation. Each piece of Equipment, and all detachable parts thereof, shall be kept in a dry place and shall be maintained in clean and sanitary condition at all times. In the event any Equipment (whether by reason of mechanical difficulties, outages of electric current, or other cause) becomes incapable of complying with proper operating conditions, it shall immediately be withdrawn from service, Cartridge Works Plus shall be notified, and no products or services shall be sold therefrom. Any service, repair of Equipment (other than routine cleaning) shall be made only by qualified service men designated or approved by Cartridge Works Plus or its distributors. The duly authorized representatives of Cartridge Works Plus shall be afforded access to the Equipment at all reasonable times, without notice, for the purpose of inspecting the Equipments and their condition. **No Equipments shall be removed from the premises indicated on the reverse side of this form to any other location without the prior written approval of Cartridge Works Plus.**

Dispute Resolution: Any dispute arising out of this Application shall be resolved by litigation or binding arbitration at Cartridge Works Plus' option and at a venue selected by Cartridge Works Plus. In the event Cartridge Works Plus elects binding arbitration, a single arbitrator shall preside over the arbitration and, if the parties cannot mutually agree upon a single arbitrator, then one shall be selected by the arbitration service selected by Cartridge Works Plus. In addition to paying all sums due hereunder, Applicant agrees to reimburse Cartridge Works Plus for all costs of collection including, without limitation, reasonable attorney's fees, collection agency fees, expenses and costs including those associated with the filing of foreclosure actions on liens filed due to Applicant's nonpayment.

By signing here, the undersigned warrants the above Application for Bailment has been carefully read and the Applicant understands the same

Signature

Date

Print