



A Division of Legend Data Systems, Inc.  
18024 72nd Ave S. Kent WA 98032

PH:425-251-1670 Email: [service@legendid.com](mailto:service@legendid.com)

## HARDWARE MAINTENANCE AGREEMENT

Effective Date: July 1, 2024

Expiration Date: June 30, 2025

**Professionally Trained Technicians** - Factory trained technicians are on call to service your equipment.

**Scheduled Maintenance** - Regularly scheduled inspections assure quality performance and maximum uptime for equipment.

**Unscheduled Maintenance** - No additional labor charge for emergency service during contract coverage hours.

**Parts Replacement** - Parts inspected for proper performance and replacement as required.

**Cleaning, lubrication and adjustments** - Equipment periodically cleaned, lubricated and adjusted to keep equipment at peak efficiency.

**Price Protection** - For items covered, prices under this agreement will be at rates effective on each succeeding annual renewal date.

Model	Serial No.	Maintenance Frequency	Annual Fee
Datacard CD800CLM	C47576/KM10351	Twice Yearly	\$1050.00
			Subtotal: \$1050.00 Tax: \$103.95 Total: \$1153.95

LegendID agrees to perform services for the equipment listed above in accordance with the Terms and Conditions statute provided by Legend ID. The annual rate of maintenance shall be paid in full within 30 days of commencement of this agreement. Only equipment listed above is covered under this agreement.

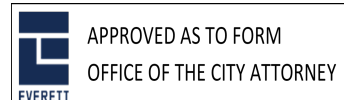
☒ Please indicate here that you have read the terms and conditions of the agreement.

Customer ID:

EVERETTPD  
Everett Police Department  
2930 Westmore Ave, floor 7, Everett WA  
98201

Contact:

Accounts Payable  
[accountspayable@everettwa.gov](mailto:accountspayable@everettwa.gov)  
425.257.8746



Customer Signature:

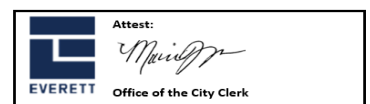
Title: Mayor

Date: 07/24/2024

Legend ID Signature:

Title: Service Manager

Date: 07/24/2024





## Terms and Conditions of Maintenance Agreement

1. **Description of Covered Services.** Legend ID technicians will perform maintenance service, at the scheduled frequency, sufficient to keep equipment in good operating condition as recommended by the manufacturer. Maintenance agreements cover all parts, labor, travel time and expenses. Response time is a maximum of 24 hours. It is a condition of this Agreement that the equipment be in good operating condition.
2. **End User Responsibilities.** Operational maintenance tasks, as specified in equipment operator's manuals, to keep equipment in good operating condition between maintenance calls are the responsibility of the operator(s) of the equipment. Standard charges will be incurred by the Customer for service calls made only for the purpose of installing operating supplies, or for performing operator or key operator functions as specified in the operator's manual. Such work, if required, will be performed without charge when the technician is present for other reasons.
3. **Description of Services Not Covered.** This agreement does not cover parts, labor and expenses necessary to:
  - a) Repair of damage caused by Customer's negligence, accident, fire, water, power line voltages beyond those specified for the particular equipment.
  - b) Major repair, overhauling or altering equipment. When any such repairs are requested, Legend ID will submit an estimate for customer's approval before work is started.
  - c) Damages/problems caused due to use of non-OEM parts, attachments, devices or supplies.
  - d) Problems or adjustments caused by supplies not purchased from Legend ID.
  - e) Damages/problems caused by daily usage beyond manufacturers specifications.
  - f) Relocating or reconfiguring of equipment.
  - g) Replacement of consumables including printheads.
4. **Hours of Coverage.** The normal shift coverage period is between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays. All maintenance service will be performed on Customer's premises during mutually agreed upon times. A service charge will be issued for a service call requested by Customer outside of the designated maintenance coverage period(s).
5. **Agreement Period.** This Agreement shall become effective upon payment by Customer of charges for the first billing period, and shall continue in effect thereafter until terminated by either party. Continuation of this Agreement will be at rates (8% increase) effective on each succeeding annual renewal date.
6. **Lapse of Agreement.** In the event of a lapse in agreement, customer shall either agree to pay normal non-contract fees for on-site equipment cleaning and inspection prior to reinstating agreement or sign and pay fees for original dated contract agreement in order to continue coverage.
7. **Parts Availability/ Discontinuation.** Customer will receive notification for equipment that has been deemed End of Life by Manufacturer. Legend ID will provide continued coverage of equipment so long as parts may still be acquired either through third parties or from reserved inventory. Legend ID may terminate coverage of equipment and will issue a prorated credit for the unused portion of the agreement.
8. **Payment.** Maintenance service fees plus applicable taxes are payable in advance at the designated billing frequencies. Net payable upon receipt of invoice.
9. **Liability Limitation.** Legend ID shall be excused from and shall not be liable for any failure or delay in performance hereunder due to acts of God, accidents, fires, explosions, strikes, labor disputes, wars, failures or delay in transportation, government or judicial action affecting the terms of this Agreement or otherwise, shortages of labor, fuel, raw material or machinery, or any other cause beyond its or its suppliers' control. In no event shall Legend ID be liable to Customer for special, incidental, consequential or indirect damages, including lost profits, revenues of business opportunities, caused by its delay, or failure to perform its obligations under this Agreement. Legend ID total liability for breach of this Agreement shall not exceed the amount refundable under the provisions for termination of this Agreement.
10. **Termination of Agreement.** This Agreement shall be terminated as to any or all items of equipment by either party upon thirty (30) days prior to written notice, addressed to Legend ID's servicing location, or to Customer's billing address. Upon termination prior to the end of a prepaid period, Legend ID will refund Customer the pro rated amount of the prepayment based upon the number of scheduled service calls not performed. Termination shall not, however, relieve Customer of its obligation for all charges incurred through the date of termination. Modification of any equipment by Customer will automatically terminate this Agreement as to such equipment.
11. **General Provisions.** This agreement constitutes the entire agreement between the parties, supersedes all prior agreements and representation, whether oral or written, and may not be modified, amended or changed except by written agreement between the parties. Any terms or conditions of any purchase order or other instrument issued by Customer which are in addition or inconsistent with the terms or conditions of this Agreement shall not be binding upon Legend Data Systems, Inc. and shall not apply to this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns.












# LegendID 2024 Agreement\_071824\_SD rev


Final Audit Report

2024-07-24


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By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
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 Agreement completed.

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