



**AUTHORIZATION FOR
AGREEMENTS, MOUs, OR
OTHER DOCUMENTS OBLIGATING
THE CITY**

All contracts, agreements, grant agreements, memoranda of understanding, or any document obligating the city (with the exception of purchase orders), requires the completion of this form. The City Manager will sign these documents after all other required information and signatures are obtained.

Document: Bullfrog Enterprises Service Contract Date: 10-18-22
Statement of Purpose: folding machine maintenance contract

Department Head Signature: Steven Baughman

Remarks, if any: _____

City Attorney Review and Signature: David D. Allen Date: 10/18/2022

Other Signatures as Requested by the City Attorney: _____

	Signature	Name/Position
Budget Confirmed:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Date: _____
Certificate of Insurance Attached:	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	
City Council Approval Needed:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Date: _____

After all the above requested information is complete and signatures obtained, return this form, along with the original document to the City Manager for signature. No documents should be executed prior to the City Manager's approval as evidenced by signature of this document.

City Manager Signature: [Signature] Date: 10/24/22

Once all signatures and certificates of insurance have been obtained, return this document, along with the original, fully-executed agreement, MOU, or other document to the City Recorder. A copy of grant agreement and all project funding documents, must be forwarded to the Finance Department for tracking and audit purposes.

City Recorder Signature: _____ Date: _____

Date posted on website: _____



Always One Jump Ahead

Bullfrog Enterprises

1581 South A Street

Springfield, OR 97477-5245

(541) 726-6800 or (800) 452-2601

Fax: (541) 726-0123

Service Contract

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RECEIVED

OCT 1 / 2022

CITY OF NEWPORT

Customer# 64920	Contract ID# 14112
Newport City Hall 169 SW Coast Hwy Newport, OR, 97365	

The following equipment is being proposed to be covered under a service contract. If you have any questions or require further information, please contact our service manager Dave Taylor at (541) 726-6800 or email: service@bullfrogenterprises.com To activate this contract, please sign & return.

Contract ID	14112	Contract Description	Comprehensive Regular					Start Date	December 01, 2022	End Date	November 30, 2023
Period Billing Int	Annual	Meter Billing Int	N/A	Labor Hrs Inc	ALL	Labor Surcharge	NONE	Travel Hrs Inc	ALL	Travel Surcharge	Zone - : \$0.00
Equipment Charge	\$720.00	Zone Charge	\$0.00	Other Charges	\$0.00						

Total Contract Amount **\$720.00**

Equipment Included under Contract (charges per billing interval)

Equipment Location	Ship To ID	64920	Address	Newport City Hall 169 SW Coast Hwy Newport, OR, 97365
Serial No	090600246	Model No	DF920	
Description	Duplo Folder	PMS Included	Bi-Annual	Equipment Amount \$720.00

Contract Excludes: Consumable Supplies, which also includes any custom engraving.

1. This agreement is between "Customer", as entered above and "Bullfrog Enterprises Inc.", subsequently referred to as Bullfrog. This contract consists of multiple pages, and covers the time period from start date through end date as specified above.
2. BULLFROG'S OBLIGATION HEREUNDER SHALL INCLUDE providing periodic preventative maintenance inspections and diagnostic checks on the machine(s), and all unscheduled service required including parts (unless specifically excluded), labor, and travel to keep your equipment operating within factory specifications; but not including shop reconditioning or replacement of complete assemblies resulting from the wearing out of numerous parts.
3. Any in-warranty parts or labor provided by Bullfrog under a warranty made by the manufacturer shall be provided pursuant to the terms and conditions of said warranty and not pursuant to this agreement.
4. Service shall be performed during Bullfrog's usual business hours; however, service when and if available after Bullfrog's usual business hours and on Saturdays, Sundays and holidays, shall be charged at Bullfrog's then current maintenance rate for labor, travel, and expenses in addition to any charge paid by the Customer hereunder.
5. If the machine(s) is regularly used more than one (1) shift of personnel, the charge set forth herein shall be increased by fifty (50) percent for each additional shift regularly using the machine.
6. BULLFROG'S OBLIGATION HEREUNDER SHALL NOT INCLUDE service required due to accident, misuse, negligence, rate change, specification changes, use of supplies not meeting equipment specifications as deemed by Bullfrog, or causes other than normal use, or any service in connection with attachments to, or alterations of the machine(s).
7. If, in Bullfrog's opinion, the machine(s) ought to be removed for a shop reconditioning because on-site repair cannot keep the machine(s) in satisfactory operating condition and if authorized by the Customer, Bullfrog will recondition the machine(s) at the sole expense of the Customer which will be in addition to any charge paid by the Customer hereunder.
8. Any parts supplied hereunder shall be free from manufacturing defects in material and workmanship under normal use for a period of ninety (90) days. This warranty does not apply to any part that has been tampered with or repaired by persons other than a person authorized by Bullfrog to perform service



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Service Contract

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Customer# 64920

Contract ID# 14112

Newport City Hall
169 SW Coast Hwy
Newport, OR, 97365

on the machine(s) or if the part has been subjected to misuse or abuse.

9. Contracts Terminated - There is no pro-rata or refund on contracts cancelled prior to agreed contract term.

10. Force Majeure - Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

TO ACTIVATE THIS CONTRACT, PLEASE SIGN AND RETURN ALL COPIES. THANK YOU.

To Activate this Contract, Please Sign Below & Return all Pages. Thank you!

Customer Signature

Spencer R. Nebel

Print Name

[Signature]

Signature

10-19-22

Date

