

BerkOne

1530 Valley Center Parkway
Bethlehem, PA 18017 Website: BerkOne.com



Homestead/Farmstead Application with an Insert

Prepared By:		Quote Information:
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Printing

DESCRIPTION	UNIT PRICE
Print: Application-Option A - 2 pages, Simplex, includes a return envelope & 1/3-page insert	\$0.4736
Print: Application-Option B - 2 pages, Simplex, includes a 1/3-page insert	\$0.4139

Professional Services

DESCRIPTION	UNIT PRICE
PS: Professional Services: Per Hour	\$185.0000

Comments

Client Requirements

- Client agrees to hire BerkOne to provide the BerkOne Services as specified in this Services Agreement ("Agreement").
- All Act 1 input files submitted to BerkOne must be received in the same format consistent with format provided in the past. Additional programming fees will apply if the file layout is different than the immediately previous year.
- Correct and verified record counts must accompany all file submissions.

BerkOne Services

- BerkOne agrees to process the Client supplied input file(s) "as is" and to print the Act 1 Homestead/Farmstead applications in time to mail them to the Client-supplied addresses on the date mutually agreed to by the Client and BerkOne.
- BerkOne agrees to notify Client and/or county of any record count discrepancies and blank lines.
- With the exception of record counts, BerkOne will neither validate for accuracy nor alter the Client-supplied file(s). Corrections must be provided by the Client in the form of replacement Client-supplied files in the appropriate format.
- The Act 1 application, letter and instructions are standard forms used among multiple school districts. Any changes to the form, letter and instructions will result in an additional programming fee and an increased per application fee.
- This estimate reflects current understanding of the requirements and estimated volume for this assignment. Additional requirements, variation in volume, or changes to this assignment may require a change in pricing as currently quoted and a change order executed by both parties.
- Reprocessing of input file(s) due to problems with the Client-provided file(s) will be billed at the professional services rate.
- Upon completion of BerkOne services, Client will receive an invoice with terms of Net 30 days. Client agrees to compensate and reimburse BerkOne for BerkOne's Services according the pricing for the Service Option selected. All PO Box, Postage, and Shipping Costs will be a direct pass through to the Client. Sales Tax will be applied where applicable.

- Should Client fail to pay BerkOne's invoice when due, BerkOne shall have the right to add and Client shall be liable for interest at the rate of one and one-half percent (1½%) per month on any amount due and outstanding from Client.
- Client shall hold harmless and indemnify BerkOne from and against any and all loss, damage or claim arising from incorrect, illegal or improper record information, data or other documentation of any kind submitted by Client to BerkOne, and / or the withholding of correct, legal or proper information by Client from BerkOne.
- BerkOne does not make any express or implied warranty of any kind. Specifically, there is no express or implied warranty of merchantability or fitness for a particular purpose for the services to be provided hereunder. Additionally, so long as BerkOne mails to the Client-supplied addresses in accordance with mutually agreed to schedule, then BerkOne is not liable for any tax reduction(s) disallowed or not received due to non-receipt or late receipt of the application by the property owner(s).
- BerkOne shall not be liable to Client for any damage arising from any event that is out of the control of BerkOne. Neither shall BerkOne be liable to Client for indirect, special, incidental, exemplary, consequential, or any other form of monetary damages, including without limitation, lost revenue, or for the loss of data or information of any kind, however caused, and arising out of or in connection with the performance of BerkOne, or the provision of services or performance hereunder, whether based in contract, tort or any other legal theory, and whether or not BerkOne has been aware of the possibility of such damages. Any damages not excluded by this provision shall be limited to the total service fees invoiced by BerkOne.
- BerkOne shall not be responsible for delay or default in performance under this Agreement in whole or in part if occasioned by strikes, war, riot, or revolutions, or for any delay in transportation due to demands or embargoes of the United States Government, or any other government, or nonperformance or delays through fires, floods, droughts, accidents, insurrections, lockouts, breakdown of machinery, severe weather, resulting directly or indirectly from an act of God, or by refusal of any necessary license or government restrictions considered as "Force Majeure," or by any other unavoidable cause at any stage beyond the parties' control.
- BerkOne and/or its agents/sub-contractors covenant and agree that it will at all times keep confidential any proprietary information of Client, or any of its affiliated companies including, without limitation, technical "know-how," processes, summaries, the identities of Clients, and any other documents or information, obtained from Client or its affiliates during the course of this Agreement or as a result of this Agreement. Any such trade secrets or confidential or proprietary information of Client, or any of its affiliated companies shall be used by BerkOne and/or its agents strictly in the performance of this Agreement.
- Any dispute, controversy or claim arising out of or under this Agreement or its performance shall first be negotiated by the parties, and if an acceptable resolution does not result shall be submitted to arbitration which shall be exclusive, final, binding and conducted in accordance with the Pennsylvania's Uniform Arbitration Act, 42 Pa.C.S.A. §7301 et seq., and shall not be appealable except in accordance with such act.
- This Agreement shall be deemed to have been made under and shall be governed by the laws of the Commonwealth of Pennsylvania.
- This Agreement represents the entire Agreement between parties and any modification of same must be in writing to be valid.

Terms & Conditions

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Signature:

Name:

Title:

Date:
