

**International Business Machines Corporation** | 590 Madison Avenue, New York 22, New York

Agreement for IBM Machine Service

Name and Address of Customer

Agreement No. **M 68513**

Decatur Public Library  
457 N. Main Street  
Decatur, Illinois

International Business Machines Corporation (hereinafter called IBM) by its acceptance hereof at ~~590 Madison Avenue, New York, N. Y.~~, agrees to furnish to the Customer, on the terms and conditions set forth below and on the following pages of this Agreement, its IBM Machine Service comprising the use of the below listed machines and devices manufactured and to be kept in good working order by IBM (hereinafter collectively called the machines), a manual of operation and instruction in the operation of the machines.

Type	Model	Description	Quantity	Monthly Charge Each
026	1	Printing Card Punch	1	\$60.00
082	50	Sorter	1	40.00
514	50	Reproducing Punch	1	70.00
402	S52	Accounting Machine two digit selectors	1	205.00

Monthly charges will be invoiced on the first of each month. Payment shall be made in full thirty (30) days after the date of invoice.

### *Term of Agreement*

This Agreement is effective from the date it is accepted and shall remain in force, except as otherwise provided, for one year from the date the first machine is installed ready for use, and may be terminated by either party then, provided written notice is received three (3) months prior, otherwise this Agreement shall remain in full force and effect. Thereafter it may be terminated or any of the machines may be discontinued by either party at the end of any calendar month provided three (3) months prior written notice is received.

### *Monthly Charges*

The charges shown on the face hereof are those currently in effect. All charges are subject to change upon three (3) months prior notice. If the monthly charge is changed for any machine, the Customer may discontinue it or terminate this Agreement on the effective date of such change; otherwise the new charge shall become effective.

The monthly charges include the use of machines by only one shift of clerks, and commence in each case the day following that on which each machine is installed ready for use. When a machine is used by more than one shift of clerks, an extra charge for each such shift shall be made at the rate of 50% of the stated charges for the period that any machine is so used.

There shall be added to the above charges amounts equal to any taxes, however designated, levied or based on such charges or on this Agreement or the machines or their use, including state and local privilege or excise taxes based on gross revenue, and any taxes or amounts in lieu thereof paid or payable by IBM in respect of the foregoing, exclusive, however, of personal property taxes assessed on the machines and taxes based on net income.

### *Additional or Replacement Machines*

Machines, in addition to the above or to replace any the Customer may have in use, will be furnished to the Customer under this Agreement, if available, at the schedule of charges in effect on the date such machines are installed ready for use.

### *Cards and Tape*

Cards and tape used to operate the machines are to meet the necessary specifications set forth in IBM's price list.

### *Maintenance*

IBM will keep the machines in good working order and will make all necessary adjustments and repairs. For this purpose IBM shall have full and free access to the machines. Charges for any repairs or replacements due to the negligence of the Customer will be borne by the Customer. The required suitable electric current to operate the machines and a suitable place of installation with all facilities as specified in IBM's Installation Manual will be furnished by the Customer.

During the period that the machines are installed on the Customer's premises, the Customer is relieved of the responsibility for loss or damage thereto caused by fire, lightning, sprinkler leakage, tornado and windstorm, water damage, explosion, smoke and smudge, aircraft and motor vehicle damage, earthquake, collapse of buildings or structures, strikes, riots and civil commotion, sabotage, vandalism and malicious mischief, burglary and theft.

### *Alterations and Attachments*

Upon prior written notice to IBM, alterations in or attachments to the machines may be made. If the alteration or attachment interferes with the normal and satisfactory operation or maintenance of any of the machines in such manner as to increase substantially the cost of maintenance thereof, the Customer will, upon notice from IBM to that effect, promptly remove the alteration or attachment and restore the machines to their normal condition.

### *Transportation and Traveling Expenses*

All transportation, rigging and drayage charges upon the machines, both from and to the IBM plants, are to be paid by the Customer. Necessary packing cases for the return of the machines and a representative to supervise the packing will be furnished by IBM without charge.

When the distance from the point of installation to IBM's nearest service location is greater than fifteen (15) miles, travel expenses of IBM's representatives beyond fifteen (15) miles for maintenance and repair of the machines are to be paid by the Customer.

General

The terms and conditions of this Agreement supersede those of all previous agreements between the parties with respect to IBM machine service, and such service hereafter is subject to the terms and conditions of this Agreement.

Either party may terminate this Agreement for failure of the other to comply with any of its terms and conditions.

All machines remain IBM's property and may be removed by IBM at any time after termination of this Agreement.

This Agreement shall be governed by the laws of the State of New York and constitutes the entire agreement between the Customer and IBM with respect to the furnishing of IBM machine service. The foregoing terms and conditions shall prevail notwithstanding any variance with the terms and conditions of any order submitted by the Customer in respect of IBM machine service.

*C. J. Bodemann*  
IBM Branch Manager

Accepted By:

International Business Machines Corporation  
~~590 Madison Avenue, New York, N. Y.~~

At Midwestern Region, Chicago, Illinois

By *AKR*

Date *AKR*

DEC 9 1958

Decatur Public Library  
Customer

By *Mary T. Howe*

Librarian  
Officer's Title

Date *10/31/58*

SPRINGFIELD, ILL.

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