



MEMORANDUM OF AGREEMENT

Between

INFO - CHIP COMMUNICATIONS LTD.
(Hereinafter known as the 'Company')

and

City of Othello

(Hereinafter known as the 'Client')

Located at:

58 Canal Street
HOLYOKE, MA 01040

PHONE: 413-536-8517
FAX: 413-536-2154

Company agrees to provide Client with the following:

ICC purchase package including:

- 1 – 3 minute CUSTOM on hold production for DPU-2000 unit (\$599)
- Purchase of 2 paragraphs in Spanish (\$150)

Subtotal:	\$749.00
Shipping:	<u>\$20.00</u>

Total due in advance in USD funds \$769.00

Special Comments: PURCHASE OF A 3 MINUTE BILINGUAL PRODUCTION FOR DPU-2000. CLIENT PURCHASING NEW 3 MINUTE MESSAGE. PURCHASE PRICE FOR NEW 3 MIN PRODUCTION IS: \$599 + \$150 (SPANISH VOICING) + \$ 20 (SHIPPING) = \$769. PAYMENT BY VISA OR MASTERCARD. THE ATTACHED CUSTOMER INFORMATION SHEET HAS SPACE PROVIDED FOR CREDIT CARD DETAILS. SHIPPING VIA USPS GROUND.

Date signed: 9/30/2015

For **City of Othello**
NAME OF COMPANY

Debbie Kudrna
PRINT NAME OF AUTHORIZED REPRESENTATIVE

For Info - Chip Communications Ltd:

Darren Ferguson
PRINT NAME OF AUTHORIZED REPRESENTATIVE

City Clerk
TITLE

Customer Service Representative
TITLE



AUTHORIZED SIGNATURE

SIGNATURE ON FILE

AUTHORIZED SIGNATURE

U.S.A.
222
1685 H Street
Blaine, WA 98230

Tel: 604-439-7561

CANADA
Main Floor
4403 Rupert Street
Vancouver, B.C. V5R 2J1

Toll Free: 1.800.881.2833
www.info-chip.com





ICC CUSTOMER INFORMATION FORM

Please fill out the TOP PORTION and send back along with your agreement.

COMPANY NAME:	City of Othello
Signing Authority Name:	Debbie Kudrna
Signing Authority Email:	dkudrna@othellowa.gov
Please circle one:	Mr. <input type="radio"/> Miss. <input type="radio"/> Ms. <input type="radio"/> Mrs. <input checked="" type="radio"/> Dr. <input type="radio"/>
ACCOUNTS PAYABLE INFORMATION	
Accounts Payable Contact:	Donna Dietmeyer
Accounts Payable Email:	ddietmeyer@othellowa.gov
Telephone Number:	509-488-5686
Fax Number:	509-488-0102
Bill To Company Name:	City of Othello, Washington
Street Address:	500 E. Main St.
City, State / Prov.:	Othello, WA, 99344
Zip / Postal code:	99344
PAYMENT INFORMATION	
Credit Card No. (VISA / MC):	4485 5910 0045 1751
Expiry Date (Month / Year):	09 / 2016
Name on Card:	Debbie L. Kudrna
SCRIPT CONTACT INFORMATION	
Contact Person:	Debbie L. Kudrna
Telephone Number:	509-488-5686
Fax Number:	509-488-0102
E-mail Address:	dkudrna@othellowa.gov
PHYSICAL SITE LOCATION INFORMATION	
Street Address:	500 E. Main St.
City, State / Prov.:	Othello, WA, 99344
Zip / Postal Code:	99344
Telephone Number:	509-488-5686
Fax Number:	509-488-0102
Local Site Contact:	Debbie Kudrna
Local Site Contact Title:	City Clerk
Local Site Contact E-mail:	dkudrna@othellowa.gov
MOH Connection / On Hold:	
Brand / Model of Phone System:	
Phone Install / Repair Company:	
Phone Install / Repair Contact:	
Phone Install / Repair Phone / Fax:	

Toll Free: 1.800.881.2833 • Fax: 604.439.7562 / Toll Free Fax: 1.877.329.2422

TERMS AND CONDITIONS – PURCHASE

Effective June 1, 2003

- 1) Company hereby **sublicenses** the use of the music and voices contained in Client's production for the exclusive use of the Client's **telephone on-hold marketing** needs in perpetuity. **Any other use is strictly prohibited**
- 2) All productions and equipment remain the **sole property of the Client**, and are for the exclusive use of the Client herein named elsewhere. Productions will be produced with licensed background music chosen from the Company's library of selections. Any use of music not licensed for message-on-hold applications will be at the peril of the Client, and Client saves Company harmless from any actions arising from such use. Furthermore, any unlicensed music to be used must be provided in digital format to Company by the Client at Client's expense
- 3) Company warrants the playback unit(s) supplied to Client for a period of **5 (five) years** from the date of shipping by Company. This warranty covers normal use only and is void if unit is tampered with or subjected to misuse. Company will exchange any unit found to be defective through normal use within the first **5 (five) years**, subject to the Company's RMA procedure
- 4) Client agrees to be liable for any modification or installation charges required in order to make Client's telephone system "**music on-hold**" ready. Company may make these arrangements with Client's interconnect Company, on Client's behalf, with the permission of the Client. Due to technical differences in the music-on-hold input circuits of various telephone systems, Company cannot guarantee the end sound quality of Client's production once connected to Client's telephone system
- 5) It is understood by both parties that there will be **no refunds** for monies given in consideration of this agreement
- 6) Client understands that any subsequent production or creative changes required will be at Client's expense, charged at the Company's standard rates, and do not form part of this agreement. These rates are subject to change
- 7) It is understood by both parties that this document constitutes the entire agreement between them, unless otherwise indicated in writing and mutually agreed to