

How to Decipher

Your Printer Contract



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You manage properties, not printers.

But traditional printer and copier lease agreements are often written like you have the time and expertise to decode every clause, fee and exception. And that matters, because these contracts do more than define service. They shape long-term cost.

While contracts may look different across vendors, many follow similar patterns and rely on the same underlying pricing mechanisms. Once you know what to look for, it becomes much easier to compare options, ask the right questions, and avoid unexpected charges.

Using real contract language pulled directly from traditional dealer agreements, this in-depth guide breaks down the most common terms and structures that impact total cost and shows you exactly what to review before you sign.

With the right context, you can evaluate agreements with clarity and keep costs predictable from day one.



Agreement Length

Traditional printer and copier agreements typically run 36–60 months and can be difficult to exit early without penalties. Depending on the terms, early termination may require paying a large portion of the remaining contract value.

Long-term commitments can significantly limit flexibility. If usage changes or performance falls short, the contract may still require you to continue paying for devices and services you no longer need.

That's why it's important to carefully review term length and early termination conditions before you sign.

Examples from Real Contracts

All amounts exclusive of applicable taxes

THIS AGREEMENT CANNOT BE TERMINATED EARLY.

NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL AMOUNTS DUE UNDER THIS AGREEMENT FOR THE ENTIRE TERM. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON.

EQUIPMENT USE. You will keep the Equipment in good working order, use it for business purposes only and not modify or move it from its initial location without our consent. If we have entered into a separate arrangement with you for maintenance, service, supplies, etc. with respect to the Equipment, payments under this Agreement may include amounts owed under that arrangement, which amounts may be invoiced as one payment for your convenience, and which amounts may be subject to change from time to time based on that arrangement. We may charge you a monthly Supply Freight Fee to cover our costs of shipping/delivering supplies to you.

The terms of the agreement are as follows:

- Contract Charge: **\$683.00 Monthly**

Note: Taxing authorities require CFS to collect sales/use tax on this contract, and this tax will be separately stated under the heading "Sales Tax" on your invoice.

- You have **60** remaining payments.
- Your last scheduled payment is due: **10/01/2024**
- End of Term Purchase Option: **FMV PURCHASE**

Excess Per Image charges by an amount not to exceed 6% of the then current payment and charges. The Customer's obligation to pay the base payments and its other obligations hereunder is absolute and unconditional and is not subject to cancellation, reduction, setoff or counterclaim. **THIS AGREEMENT IS NON-CANCELABLE**

TRANSACTION TERMS

Minimum Monthly Payment **\$1186** Term **60** months
(plus applicable taxes)

9. **DEFAULT; REMEDIES:** Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) failure to make payment when due of any indebtedness to Company or for the Equipment, whether or not arising under this Agreement, without notice or demand by Company; (b) breach by You of any obligation herein; or (c) if You cease doing business as a going concern. If You default, Company may: (1) require future Services, including supplies, be paid for in advance, (2) require You to immediately pay the amount of the remaining unpaid balance of the Agreement, (3) terminate any and all agreements with You, and/or (4) pursue any other remedy permitted at law or in equity. In the Event of Default, remaining payment amounts due will be calculated using the average of the last six months' billing or the amount set forth on the face of the Agreement, whichever is greater, multiplied by the remaining months of the Agreement. You agree that any delay or failure of Company to enforce its rights under this Agreement does not prevent Company from enforcing any such right at a later time. All of Company's rights and remedies survive the termination of this Agreement. In the event of a dispute arising out of this Agreement or the Equipment listed herein, should it prevail, Company shall be entitled to collection of its reasonable costs and attorneys' fees incurred in defending or enforcing this Agreement, whether or not litigation is commenced.

WHAT TO LOOK FOR BEFORE YOU SIGN

- ➔ Term length (36, 48, 60 months)
- ➔ Non-cancelable or irrevocable wording
- ➔ Remaining balance clauses
- ➔ Early termination language (including liquidated damages)
- ➔ Whether reduction or removal of devices is allowed mid-term

KEYWORDS TO SEARCH FOR

remaining payments
 renewal **return of equipment** **remedies**
termination non-cancelable / noncancellable
 default **termination fee** liquidated damages
 accelerated payments **buyout**
 notice period / notice minimum commitment

SECTIONS WHERE TERMS ARE OUTLINED

- ➔ Payment Terms
- ➔ Fees / Charges
- ➔ Early Termination
- ➔ Default & Remedies
- ➔ Equipment Lease Terms
- ➔ End-of-Term Options
- ➔ Return of Equipment



Auto-Renewal

It isn't unusual for contracts to include automatic renewal clauses that trigger if notice is not submitted on time or if hardware isn't returned correctly. These terms tend to be outlined in contract sections that don't always receive close attention.

Reviewing renewal deadlines and return requirements upfront can help avoid surprises later.

Examples from Real Contracts

12. END OF TERM OPTIONS; RETURN OF EQUIPMENT. If you are not in default, at least 60 days (but not more than 120 days) prior to the end of the Term (or Renewal Term) you shall give us written notice of your intention at the end of the Term (or the Renewal Term) which election cannot be revoked, to return all, but not less than all, of the Equipment. **IF YOU FAIL TO PROVIDE US WITH SUCH 60 DAY PRIOR WRITTEN NOTICE, OR HAVING NOTIFIED US, YOU FAIL TO RETURN THE EQUIPMENT, THE TERM OF THE TIM AGREEMENT SHALL AUTOMATICALLY RENEW FOR ONE ADDITIONAL TERM OF TWELVE (12) MONTHS** (the "Renewal Term") and all of the provisions of the TIM Agreement shall continue to apply, including, without limitation, your obligations to remit Minimum Payments, Excess Per Image Charges and other charges, until all of the Equipment is returned to us (either because we demand return of the Equipment or you decide to return the Equipment). If you are in default, or at the end of the Term (or the Renewal Term), you shall: (1) return all of the Equipment, freight and insurance prepaid at your cost and risk, to wherever we indicate in the continental United States, with all manuals and logs, in good order and condition (except for ordinary wear and tear from normal use), packed per the shipping company's specifications; and (2) securely remove all data from any and all disk drive or magnetic media prior to returning the Equipment (and you are solely responsible for selecting an appropriate removal standard that meets your business needs and complies with applicable laws). You will pay us for any loss in value resulting from the failure to maintain the Equipment in accordance with the TIM Agreement or for damages incurred in shipping and handling.

2. TERM AND PAYMENT. Except as otherwise provided for herein, this Agreement is non-cancelable and will commence on the start date indicated on the face of this Agreement and remain in effect throughout the Term; and, unless notified in writing sixty (60) days prior to its expiration, this Agreement shall automatically renew for additional one (1) year periods. In the event the fees herein are included in Your lease payment, the Term shall run concurrently with the lease agreement and be subject to the renewal provisions provided for therein. The meter count at installation or, in the case of owned printers, at assessment, will be used for meter/overages calculations. You agree to pay Company all amounts due in accordance with the payment terms set forth on the face of this Agreement or in accordance with the applicable lease agreement, and all other sums when due and payable. Any Minimum Monthly Payment entitles You to Services for a specific number and type (ie. black & white, color, scan) of Prints/Copies as identified on the face of this Agreement and will be billed in advance. In addition, You agree to pay the Overage Rate for each Print/Copy that exceeds the applicable number and type of Prints/Copies provided in the Minimum Monthly Payment which amount shall be billed in arrears and is payable as indicated on the face of this Agreement. A Print/Copy is defined as standard 8.5"x11" copy (larger size copies may register two meter clicks). No credit will be applied towards unused copies/prints. Your obligation to pay all sums when due shall be absolute and unconditional and is not subject to any abatement, offset, defense or counterclaim. If any payment is not paid within 10 days of its due date, You will pay a late charge not to exceed 7% of each late payment (or such lesser rate as is the maximum allowable by law). Company has the right to withhold Services and supplies, without recourse, for any non-payment. Unless otherwise stated on the face of this Agreement, Company may increase the rates hereunder on an annual basis at a rate not to exceed 15%. Company retains the right to have all or some of the amounts due hereunder billed and/or collected by third parties. If Customer requires any specialized billing procedure or invoicing, Company reserves the right to bill an administrative fee not to exceed \$100 per invoice.

END OF TERM. At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew for an additional one-year period under the same terms unless a) we receive written notice from you, at least 90 days prior to the End Date, of your intent to return the Equipment, and b) you timely return the Equipment to the location designated by us, at your expense. If a Purchase Option is indicated above and you are not in default on the End Date, you may purchase the Equipment from us "AS IS" for the Purchase Option price. If the returned Equipment is not immediately available for use by another without need of repair, you will reimburse us for all repair costs. You cannot pay off this Agreement or return the Equipment prior to the End Date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the price of the Equipment.

WHAT TO LOOK FOR BEFORE YOU SIGN

- ➔ Auto-renewal clause length (often another full year or full term)
- ➔ Notice window (30–120 days is common)
- ➔ How notice must be delivered (email vs. certified mail)
- ➔ Whether the notice window applies to both service and hardware
- ➔ Hardware return requirements tied to renewal or cancellation

KEYWORDS TO SEARCH FOR

written notice renewal term extension
 renewal notice auto-renewal
 holdover **cancellation** end-of-term
 notice period non-renewal
 return of equipment

SECTIONS WHERE TERMS ARE OUTLINED

- ➔ Renewal / Auto-Renewal
- ➔ Term and Termination
- ➔ Cancellation / Notice Requirements
- ➔ End-of-Term Options
- ➔ Return of Equipment
- ➔ Equipment Lease Terms
- ➔ Notices (how and when notice must be sent)



Ancillary Fees

Pricing complexity is one of the biggest reasons managed print services can feel unpredictable. Beyond the monthly base payment, it's common to see added line items like delivery and installation fees, administrative and environmental charges, consumable markups, and minimum service charges. These fees may appear across multiple documents and invoices, which makes them easy to miss during evaluation.

As a result, the base monthly rate can look clean and competitive upfront, while additional costs are introduced once the agreement is underway.

Because many of these fees seem small on their own, they often go unchallenged. But together, they can meaningfully change the true cost of the program.

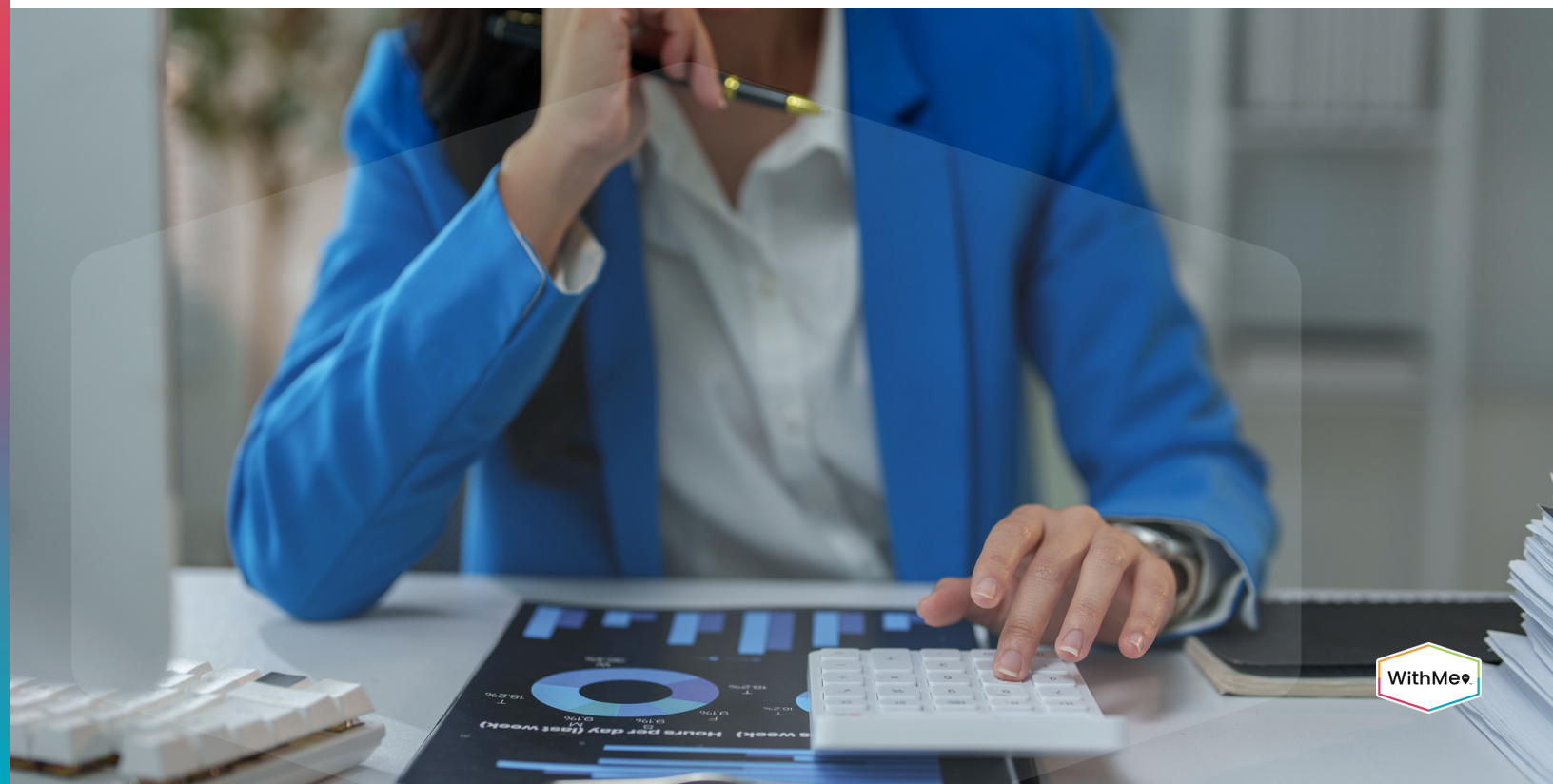
Examples from Real Contracts

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ALL CONTRACTS ARE SUBJECT TO A FUEL SURCHARGE. SHIPPING AND HANDLING CHARGES FOR SUPPLIES ARE BILLED SEPARATELY. THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF AND ANY SCHEDULE(S) ARE A PART OF THIS AGREEMENT AND CUSTOMER ACKNOWLEDGES THAT IT HAS READ THE SAME. When this Agreement is signed by Customer and CDS, it shall constitute a binding agreement between Customer and CDS, subject to credit approval.

Lease pricing based on "0" down, FMV lease with a one-time filing fee of \$75.00

Copier/Printer maintenance to be billed quarterly in arrears based on actual volume at the service rates listed above.



WHAT TO LOOK FOR BEFORE YOU SIGN

- ➔ Admin fees
- ➔ Payment processing fees
- ➔ Fuel fees
- ➔ Freight fees
- ➔ Handling fees
- ➔ Environmental fees
- ➔ Consumables markups
- ➔ Restocking fees
- ➔ Return fees

KEYWORDS TO SEARCH FOR

admin / administrative dispatch handling
 payment processing service minimum
 environmental fuel freight
 compliance fee schedule minimum charge
 surcharge pickup / removal

SECTIONS WHERE TERMS ARE OUTLINED

- ➔ Pricing Schedule / Fee Schedule
- ➔ Service Agreement Addendum / Exhibit
- ➔ Statement of Work (SOW)
- ➔ Installation / Implementation Terms
- ➔ Supplies and Consumables Terms
- ➔ Maintenance and Service Terms
- ➔ Invoicing / Billing Terms
- ➔ Service Call / Dispatch Terms



Liability & Data Risk

From scanned IDs to tax forms, modern multifunction printers handle personally identifiable information every day. That data typically lives on internal storage, and properly clearing it requires technical steps that aren't obvious to most on-site teams.

Because of this, printer agreements often shift data-related risk to the customer through strict insurance requirements and broad liability language. In practice, that can mean you're responsible for the full value of the device and for potential data exposure, even when the issue isn't caused by your team. How does this work?

- The dealer may require you carry insurance for the full value of their device. If you forget to purchase coverage or fail to submit proof, the dealer can forcibly add coverage at inflated rates and bill you for it.
- If the device is stolen, damaged, or compromised, you may be responsible for the cost, regardless of fault.
- If sensitive data is compromised due to improper wiping, the agreement may include language stating the dealer is not liable.

The result is that organizations inherit a meaningful amount of risk while the vendor retains the recurring revenue stream. This is one of the most overlooked areas in printer agreements and one of the most important to review closely before signing.

Examples from Real Contracts

8. Collateral Protection, Liability and Insurance: The Customer is responsible for any damage to or loss of the System and any losses or injury caused by the System. The Customer promises to keep the System fully insured against loss until the Agreement is paid in full and maintain insurance that protects Owner from liability for any damage or injury caused by the System or its use. The Customer promises to provide Owner with evidence of the insurance, showing Owner as the loss payee for the full replacement value of the System and additional insured for public liability and third party property insurance, upon request. If Customer fails to provide such evidence within 30 days after the commencement of this Agreement, Owner has the option, but not the obligation to do as provided in either (A) or (B) as follows, as determined in Owner's discretion: (A) Owner may secure property loss insurance on the System from a carrier of Owner's choosing in such forms and amounts as Owner deems reasonable to protect Owner's interests. If Owner secures insurance on the System, Customer will not be named as an insured party, Customer's interests may not be fully protected, and Customer will reimburse Owner the premium which may be higher than the premium Customer would pay if Customer obtained insurance, and which may result in a profit to Owner through an investment in reinsurance. If Customer is current in all of its obligations under the Agreement at the time of loss, any insurance proceeds received relating to insurance Owner obtains pursuant to this subsection (A) will be applied, at Owner's option, to repair or replace the System, or to pay Owner the remaining payments due or to become due under this Agreement, discounted at 2% per annum; or (B) Owner may charge Customer a monthly damage surcharge of up to .0035 of the System cost as a result of Owner's credit risk and administrative and other costs, as would be further described on a letter from Owner to Customer. We may make a profit on this program. NOTHING IN THIS PROVISION WILL RELIEVE CUSTOMER OF THE RESPONSIBILITY FOR LIABILITY INSURANCE ON THE SYSTEM. Owner may file claims and endorse insurance checks on the Customer's behalf.

consequential, indirect, punitive or special damages. Customer expressly acknowledges and agrees that, in connection with the security or accessibility of information stored in or recoverable from any Equipment provided or serviced by Ricoh, Customer is solely responsible for ensuring its own compliance with legal requirements or obligations to third parties pertaining to data security, retention and protection. To the extent allowed by law Customer shall indemnify and hold harmless Ricoh and its subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) arising from its failure to comply with any such legal requirements or obligations. These Service Commitments shall be governed according to the laws of the Commonwealth of Pennsylvania without regard to its conflicts of law principles. These Service Commitments are not assignable by the Customer. Unless

WHAT TO LOOK FOR BEFORE YOU SIGN

- ➔ Customer assumes all risk language
- ➔ Insurance requirements and forced coverage clauses
- ➔ Who is responsible for device data wiping
- ➔ Storage and hard drive language
- ➔ Liability limitations that protect the vendor
- ➔ What happens at end-of-term pickup or replacement

KEYWORDS TO SEARCH FOR

limitation of liability customer responsibility / customer obligations
 liability breach secure erase / data destruction
 additional insured **insurance** data security
 confidentiality indemnification return of equipment
 certificate of insurance / COI hard drive / storage

SECTIONS WHERE TERMS ARE OUTLINED

- ➔ Liability / Limitation of Liability
- ➔ Indemnification
- ➔ Risk of Loss
- ➔ Insurance Requirements
- ➔ Customer Responsibilities / Customer Obligations
- ➔ Data Security / Confidentiality
- ➔ Equipment Lease Terms
- ➔ End-of-Term / Return of Equipment



Split Agreements

Hardware leases and service contracts are often separate. A finance company controls the lease, while the dealer manages the maintenance agreement. On the surface, that division makes sense.

The challenge is that these agreements operate independently, which can make it difficult to exit early even when performance is poor. If the device breaks repeatedly, lease payments typically continue. If you cancel service due to unresolved issues, the lease can still remain active. Even returning equipment isn't always an out. Service contracts may still hold you to remaining-term obligations.

When problems arise, accountability can become unclear. The dealer may point to the finance company, the finance company may point back to the dealer, and you're left paying both while issues remain unresolved.

Examples from Real Contracts

TOTAL BASE		METER ALLOWANCE		EXCESS CHARGE
\$191.50	Monthly	B/W	2000	Monthly
TERM	POOL	COLOR	3000	Monthly
12	YES	Maintenance Charges are NOT part of lease payment.		



WHAT TO LOOK FOR BEFORE YOU SIGN

- ➔ Whether lease and service are separate contracts
- ➔ Whether cancellation ends both agreements (it often doesn't)
- ➔ Remaining term obligations language
- ➔ Who guarantees uptime and response times
- ➔ What happens if service quality drops or the device underperforms

KEYWORDS TO SEARCH FOR

lease / lessor assignment remaining payments
 buyout maintenance accelerated payments default
 finance company termination end-of-term
 service agreement remedies return of equipment
 early termination minimum commitment non-cancelable

SECTIONS WHERE TERMS ARE OUTLINED

- ➔ Lease Agreement / Finance Agreement
- ➔ Service Agreement / Maintenance Agreement
- ➔ Master Services Agreement (MSA)
- ➔ Statement of Work (SOW)
- ➔ Exhibits / Schedules

Real-World Impact

Not every printer vendor is created equal, and choosing the right partner can be the difference between ongoing frustration and predictable operations.

Vendors like PrintWithMe build their contracts and their machines with the best interests of owners and operators in mind, reducing the complexity and cost that can come with traditional dealer agreements.



12-Month Agreements: Traditional copier contracts are typically 36-60 months, non-cancelable, and financially binding regardless of performance. PrintWithMe operates on 12-month terms, with clear exit paths and optional month-to-month add-ons, which keeps your agreement flexible if needs change.



Single Accountability: Many agreements split the hardware lease and the service agreement across different entities, which can leave customers stuck when either side underperforms. PrintWithMe offers a single agreement with one accountable party for hardware, service and support.



All-In Pricing: Copier contracts frequently scatter fees across documents and invoices. PrintWithMe includes these costs upfront in a clear pricing structure, with defined service tiers and straightforward visit policies.



Clear Exit Terms: Traditional contracts often require full payment through the end of the term and impose significant early termination penalties. PrintWithMe caps and clarifies early termination costs, even waiving them in certain cases.



Operationally Aligned Packages: Page minimums and allowances are often set using one-size-fits-most models, which can lead to paying for volume you don't use. PrintWithMe shows you exactly what residents and on-site teams are printing and uses that data to build allowances around actual usage. You get visibility from day one, plus the ability to adjust over time.



Equipment, Support, Supplies & Service Included: Every PrintWithMe contract includes a brand new multifunction printer supported by our award-winning Client Experience team, as well as auto-shipped paper and toner.



Built-In Data Protection: Broad assumption-of-risk and indemnification language in traditional agreements shifts all data, theft and device liability to the customer. PrintWithMe, on the other hand, shoulders the operational and compliance burden. Machines lack internal hard drives, SSL and TLS encryption ensures all data is protected, and all documents are deleted within 24 hours. Plus, regular software updates and security patching ensure compliance with even the most stringent data privacy laws, including CCPA.



Printer Contract Review Checklist

- ☐ **What's the term length, and what happens if you exit early?**
- ☐ **Is there an auto-renewal clause, and what's the notice window?**
- ☐ **Are there minimum print requirements, and how are overages priced?**
- ☐ **What's the color print rate, and what counts as color?**
- ☐ **What fees can show up outside the base monthly payment?**
- ☐ **Who holds liability for data, damage, theft and device storage?**
- ☐ **Are lease and service split across different entities?**

Now that you know what to look for, you can evaluate agreements with clarity and avoid costly surprises. But if you'd rather skip the complexity altogether, let's talk!

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