Full Coverage – Guaranteed Solution Lifetime Coverage Protection

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This FULL COVERAGE GUARANTEED LIFETIME PROTECTION program provides the Customer with an ongoing, comprehensive maintenance program for the lifetime of the contract and all renewals thereof. The GLP program initiated, scheduled, administered, monitored and updated by the Contractor. The service activities will be directed and scheduled, on a regular basis, by our comprehensive equipment maintenance scheduling system based on manufacturers' recommendations, equipment location, application, type, run time, and Contractor's own experience. The Customer Is informed of the program's progress and results on a continuing basis via a detailed Service Report, presented after each service call for Customer's review, approval signature and record.

**CONTRACTOR WILL PROVIDE THE FOLLOWING PROFESSIONAL MAINTENANCE SERVICES FOR THE BUILDING ENVIRONMENTAL MECHANICAL SYSTEM(S) COMPRISED OF THE EQUIPMENT LISTED ON SCHEDULE 1 (INVENTORY OF EQUIPMENT):**

**TEST AND INSPECT:** Job labor, travel labor and travel and living expenses required to visually INSPECT and TEST equipment to determine its operating condition and efficiency. Typical activities include:

* TESTING for excessive vibration; motor winding resistance; refrigerant charge; fan RPM; refrigerant oil {acid); water condition; flue gas analysis; safety controls; combustion and draft; crankcase heaters; control system(s), etc.
* INSPECTING for worn, failed or doubtful parts; mountings; drive couplings; oil level; rotation; soot; flame composition and shape; pilot and igniter; steam, water, oil and/or refrigerant leaks, etc.

**PREVENTIVE MAINTENANCE;** Job labor, travel labor and travel and living expenses required to clean, align, calibrate, tighten, adjust, lubricate and paint equipment. These activities are intended to extend equipment life and assure proper operating condition and efficiency. Typical activities include:

* CLEANING coil surfaces; ran impellers and blades; electrical contacts; burner orifices; passages and nozzles; pilot and igniter; cooling tower baffles, basin, sump and float; chiller, condenser and boiler tubes, etc.
* ALIGNING belt drives; drive couplings; air fins, etc.
* CALIBRATING safety controls; temperature and pressure controls, etc.
* TIGHTENING electrical connections; mounting bolts; pipe damps; refrigerant piping fittings; damper sections, etc.
* ADJUSTING belt tension; refrigerant charge; super heat; fan RPM; water chemical feed and feed rate; burner fuel/air ratios; gas pressure; set point of controls and limits; compressor cylinder unloaders; damper close-off; sump floats, etc.
* LUBRICATING motors; fan and damper bearings; valve stems; damper linkages; fan vane linkages, etc.
* Painting, for corrosion control, as directed by our scheduling system and on an as-needed basis.

**REPAIR ANP REPLACE**: Job labor, travel labor, parts procurement labor (locating, ordering, expediting and transporting) and travel and living expenses required to REPAIR or REMOVE AND REPLACE broken, worn and/or doubtful components and or parts.

**TROUBLE CALLS**: Job labor and travel labor, including overtime, plus travel and living expenses required for unscheduled work resulting from an abnormal condition.

**COMPONENTS, PARTS AND SUPPLIES**: The cost of COMPONENTS, PARTS AND SUPPLIES required to keep the equipment operating properly and efficiently.

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FULL COVERAGE EQUIPMENT INVENTORY LISTING

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| --- | --- | --- | --- | --- | --- | --- |
| QTY. | SYSTEM COMPONENT(S) | MANUFACTURER | MODEL | SERIAL# | RATING | LOCATION |
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SCHEDULE 2 – FILTER SERVICES-GUARANTEED SOLUTION

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**CONTRACTOR WILL FURNISH AND INSTALL AIR FILTER MATERIAL(S) AS LISTED BELOW:**

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| --- | --- | --- | --- | --- |
| UNIT | QTY | SIZE | TYPE | CHANGES/YR. |
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THE SERVICES DESCRIBED ABOVE ARE GOVERNED BY THE TERMS AND CONDITIONS OF THE PROGRAM OF WHICH THIS SCHEDULE IS A PART.

If this program Is terminated, Contractor reserves the right to remove Contractor's frames.

\*Should experience show that more or less frequent media changes are required, the Agreement price will be adjusted based on contractor’s rate then in effect.

FULL GUARANTEED LIFETIME PROTECTION TERMS AND CONDITIONS

1. Customer shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Contractor's normal working hours.
2. In case of any failure to perform its obligations under this Agreement, Contractor's liability is limited to repair or replacement at its option and such repair or replacement shall be Customer's sole remedy. This warranty is conditioned upon proper operation and maintenance by Customer and shall not apply if the failure is caused or contributed to by accident, alteration, abuse or misuse, and shall not extend beyond the tern of this Agreement.
3. The annual Agreement price is conditioned upon the system(s) covered being in a maintainable condition. If the initial inspection or Initial seasonal start-up indicates repairs are required, a firm quotation will be submitted for Customer's approval. Should Customer not authorize the repairs, Contractor may either remove the unacceptable system(s) component(s) or part(s) from Its scope of responsibility and adjust the annual Agreement price accordingly or cancel this Agreement.
4. The annual agreement price is subject to adjustment on each commencement anniversary to reflect increases in labor, material and other costs.
5. Customer shall be responsible for all taxes applicable to the services and/ or materials hereunder.
6. Customer will promptly pay invoices within ten (XX 10) days of receipt. Should a payment become thirty (30) days or more delinquent, Contractor may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand.
7. Excluded from this Agreement, unless otherwise stated herein, is main power to the equipment disconnect, equipment structural supports, oil storage tanks and cleaning interior of system(s) duct work.
8. Any alteration to, or deviation from, this Agreement Involving extra work, cost of materials or labor will become an extra charge (fixed price amount to be negotiated or on a time-and-material basis at contractor's rates then in effect) over the sum stated in this Agreement.
9. Contractor will not be required to move, replace or alter any part or the building structure in the performance or this Agreement.
10. This Agreement does not include responsibility for the design of the system, safety test, and valve bodies other than those associated with equipment listed ·on Schedule 1, repair or replacement necessitated by freezing weather, electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse of the system(s), negligence of others (including Customer), failure of Customer to properly operate the system(s) requirements of governmental regulatory or insurance agencies, or other causes beyond control of Contractor.
11. If a trouble call is made at Customer's request and inspection indicates a condition which is not covered under this Agreement, Contractor may charge Customer at the rate then in effect for such services.
12. Customer shall permit only Contractor's personnel or agent to perform the work included in the scope of this Agreement. Should anyone other than Contractor's personnel perform such work, Contractor may, at its option, cancel this Agreement or eliminate the involve item of equipment from inclusion on this Agreement.
13. In the event Contractor must commence legal action order to recover *any* amount payable or owed to Contractor under this Agreement, Customer shall pay Contractor all court costs and attorneys' fees Incurred by Contractor.
14. *Any* legal against the Contractor relating to this Agreement, or the breach thereof, shall be commenced within one (1) year from the date of the work.
15. Contractor shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, Insurrection or riot, action of the elements, forces or nature, or by any cause beyond its control.
16. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.
17. Contractor expressly disclaims any and all responsibility and liability for the Indoor air quality of the customer's facility, including without limitation, Injury or illness to occupants of the facility or third parties, or any damage to the customer's facility, arising out of or in connection with the Contractor's work under this agreement, including without !Imitation any Illness, Injury, *or* damage resulting in any manner from any fungus(es) or spore(s), any substance, vapor or gas produced *by* or arising out of any fungus(es) or spore(s) or any material, product, building component or structure that contains, harbors, nurtures or am as a medium for any fungus(es) or spore(s).
18. Contractor's obligation under this proposal and *any* subsequent contract does not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials, orany fungus(s) *or* spore(s); substance, vapor or gas produced by or arising out of any fungus(es) or spore(s); or any material, product, building component or structure that contains, harbors, nurtures or acts as a medium for any fungus(es) orspore(s). In the event such substances, wastes and materials are encountered, Contractor's sole obligation will be to notify the Owner of their existence. Contractor shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the-contract price equitably adjusted.
19. To the fullest extent permitted by law, Customer shall Indemnify and hold harmless Contractor, Its agent and employees from and against all claims, damages, losses and expenses (including but not limited to attorneys' fees) arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone *directly* or indirectly employed by Customer, or anyone or whose acts Customer may be liable, regardless of whether it Is caused in part by the negligence or Contractor.
20. UNDER NO ORCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL CONTRACTOR BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENCANCE EXPENSES, CLAIMS OF CUSTOMER’S TENANTS OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

FULL COVERAGE GUARANTEED SOLUTION

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**BY AND BETWEEN:**

**Hereinafter Contractor Hereinafter Customer**

**SERVICES WILL BE PROVIDED AT THE FILOWING LOCATIONS(S):**

Contractor will provide the services described in the maintenance program indicated below, which are attached hereto and made a part of this Agreement, in accordance with the terms and conditions set forth on the following maintenance program pages.

MAINTENANCE PROGRAM: Customized Professional Maintenance Program and associated Terms and Conditions.

AGREEMENT coverage will commence on \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date). The AGREEMENT price is $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per year, payable, $ \_\_\_\_\_\_\_\_\_\_\_ per \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in advance beginning on the effective date of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

This AGREEMENT price will be $\_\_\_\_\_\_\_ per \_\_\_\_\_\_\_\_ from \_\_\_\_\_\_\_\_\_ (date) through \_\_\_\_\_\_\_\_\_ (date).

IN WARRANTY ONLY: During the warranty, the AGREEMENT price will be $\_\_\_\_\_\_\_\_\_ Per \_\_\_\_\_\_\_\_\_. It is understood that the warranty expires on \_\_\_\_\_\_\_\_\_\_\_(date).

SCHEDULED INCLUDED: 1- Inventory of Equipment

2- Air Filter Service

**This proposal is the property of Contractor and is provided for Customer’s use only. Contractor guarantees the price stated in this Agreement for thirty (30) days from proposal date above. This proposal will become a binding Agreement only after acceptance by Customer and approved by an officer or Contractor as evidenced by their signatures below. This Agreement sets forth all of the terms and conditions binding upon the parties hereto; and no person has authority to make any claim, representation, promise or condition on behalf of Contractor which is not expressed herein. This annual Agreement shall continue in affect from year to year unless either party gives written notice to the other of intention not to renew thirty (30) days prior to any anniversary date.**

**Contractor** **Customer**

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Signature (Sales Representative) Signature (Authorized Representative)

**Approved for Contractor**

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Signature Name (Print/Type)

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