COMPANY NAME LOGO – BRAND PROMISE

Preventive Maintenance Service Agreement

CUSTOMER NAME

Address 1

Address 2

**Effective Date and Duration**

This agreement shall become effective upon the date of acceptance by the Purchaser or the Seller, whichever is the latter, and shall remain in effect for up to one (1) year from such date and may be renewed thereafter for continuous consecutive yearly periods unless this Agreement be otherwise terminated as permitted under the General Conditions.

HOURS OF SERVICE

All planned Preventive Maintenance service work under this Agreement is to be performed during regular working hours of 7:00 a.m. – 5:00 p.m. Monday thru Friday. After hours service is available for trouble calls for an additional expense.

QUARTERLY PREVENTIVE MAINTENANCE

The original equipment manufacturer recommends an inspection to be performed on an annual basis. A complete and thorough maintenance will be performed and repair recommendations will be suggested according to the original manufacturer warranty requirements and our professional experience.

FILTER CHANGES

Per the maintenance agreement, filters will be changed at the intervals indicated for each applicable piece of equipment. If filter changes need to increase due to certain conditions, recommendations will be made for an additional level of service on the Maintenance Agreement.

COIL CLEANING

Coil cleaning consists of cleaning the coil air side surface to remove airborne particles and dirt build-up using either brush cleaning, high pressure air, or chemical wash. Coils will be cleaned as specified in the maintenance agreement. Extra charges may apply due to the location and/or accessibility of the coils.

MINOR REPAIRS

All repairs must be authorized by the customer prior to service. Material and labor is NOT INCLUDED as part of this agreement and is an EXTRA CHARGE. Maintenance agreement customers discounts will be provided on all repairs. Minor repairs shall consist of tasks which are performed during routine inspection(s) on an as needed basis that may require adjustments including taking measurements, replacement of controls, switches, indicator lamps or various expendable parts.

MAJOR REPAIRS

All repairs must be authorized by the customer prior to service. Material and labor is NOT INCLUDED as part of this agreement and is an EXTRA CHARGE. Maintenance agreement customer discounts will be provided on all repairs. Major repairs consist of the repair or replacement of maintainable components that may have failed unexpectedly (except for those failures beyond ABC's control as stated in the General Conditions) as wells moving parts, motor stators and motor rotors.

ENVIRONMENTAL, HEALTH AND SAFETY

ABC believes that accidents and environmental incidents can be prevented. ABC conducts business in compliance with all environmental regulations while keeping our employees and building tenants safe. Our objective is to provide quality service while eliminating accidents that may cause exposure to harmful chemicals, property loss, environmental damage or interruption to our business. To achieve these goals, safety rules and procedures will be enforced equally with production, quality, cost and ethical standards.

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

SYSTEM OPERATIONAL ANALYSIS:

Job labor, travel labor and travel and living expenses required to visually INSPECT and TEST equipment to determine its operating condition and efficiency. Inspection in the form of non-destructive testing, vibration and noise monitoring, chemical analysis as well as routine visual inspections will be performed to ensure that the systems are in proper operating condition and to identify any potential system failures. As customized for your system, the following inspections typify these services as applicable:

Visually inspect fan assemblies, belts & sheaves, motor mounts & vibration pads, electrical connections and contactors, heating & cooling coils, filter media & racks, sight glass condition, bearings, spray nozzles & pans, ignitor & flame assembly, heat exchangers, compressor sections, condensing sections, heating sections, humidifiers & strainers, seals & packing, condensate drains & pans, flame composition and crankcase heaters.

Mechanically check and/or test lubrication requirements, oil sump, heaters & temperatures, starter operation, water flows, alignment on couplings, motor operating conditions, suction and discharge pressures, flow switch operation, control interlocks, flue stack assembly, damper operation, external interlocks, motor voltage and amperages, refrigerant charge, system leaks, oil and fluid levels, pressures & temperatures, outside air intakes and refrigerant pump down.

 PREDICTIVE AND PREVENTIVE MAINTENANCE:

Job labor, travel labor and travel and living expenses required to perform predictive and preventive maintenance as described herein. These services are essential to ensure efficient operating conditions and extended equipment life. Preventive maintenance working in tandem with predictive maintenance is performed to detect early signs of deteriorating performance and to predict potential systems failures. The following tasks typify these services as applicable:

Calibration: temperature controls, operating controls, humidity & pressure controls, transmitter & receiver gauges and economizer controls.

Adjustment: refrigerant charge, purge systems, superheat, damper & valve linkages, unloaders, belt tensions, fan rpm's, chemical feed equipment, gas pressure regulators, combustion air ratios, set points, ignitor & flame rod assembly, sump floats.

Alignment: open drive couplings, belt sheaves, pullies, coil fins, belt drives.

Vibration: damper linkages, fan bearings, axial vane drives, pumps & motors.

Secure and tighten: motor terminals, control terminals, piping clamps, line fittings, mounting hardware, electrical connections, equipment panels, motor mounts, vibration pad nuts & bolts, damper sections.

Cleaning: control devices, electrical contractors, condenser & evaporator coils, fan blades & impellers, pilot & burner orifices, heat exchangers, ignitors, tower basins, sumps & floats, baffles & fill, nozzles & passages, equipment areas and burner orifices.

Also included in the price of the program is all required consumable maintenance supplies such as lubricants, coil cleaning solutions, rags, oil and filters. Refrigerant is not included.

I**N CONJUNCTION WITH THIS MAINTENANCE CONTRACT YOU WILL RECEIVE PRIORITY SERVICE SCHEDULING, LABOR RATES AND A 15% DISCOUNT ON ANY PARTS USED WHILE THE CONTRACT IS IN FORCE**.

**GENERAL CONDITIONS**

1. Acceptance of the Maintenance Plan shall in no way bind Seller to make corrections, replacements or repairs necessitated by (a) Purchaser’s improper operation or misuse of the equipment or systems, (b) by negligence of others, or (c) by faulty design of the equipment or systems.
2. Seller shall not be required under the Maintenance Plan to make safety tests or to install new attachments or additional controls or equipment recommended or directed by any insurance company, laboratory or governmental authority.
3. The Maintenance Plan does not include the maintenance, repair, or replacement of: electrical disconnect switches, casing or cabinets, ductwork, insulation of any equipment not covered by this agreement, damage from freezing, corrosion, electrolysis, drain stoppage or plumbing beyond equipment, gas lines, domestic water lines, non-moving parts of heating, cooling and ventilation equipment, such as ductwork, tubes, and refractory material and other like items.
4. Seller agrees to replace any workmanship which is disclosed within a period of thirty (30) days after the performance thereof to be defective, and will warrant materials and parts only to the extent, if any, the same are warranted by the suppliers thereof, suppliers being defined to mean the suppliers of Seller. All warranties on equipment are to be extended to Seller on Maintenance Plans.
5. Purchaser agrees to provide reasonable means of access to all equipment covered by this Agreement.
6. In the event any alterations, additions, adjustments, or repairs are made by others, without Seller’s written consent, Seller may, at its option, terminate this Agreement pursuant to not less than three days advance written notice.
7. In the event Seller is required to make emergency calls, repairs and/or replacements under the Maintenance Plan occasioned by Purchaser’s improper operation or misuse of the equipment, or by fire, explosion, flooding, the elements, strikes, labor troubles, vandalism, riots, or civil commotion, or by any other cause beyond Seller’s control, Purchaser shall reimburse Seller for such emergency calls, repairs, and/or replacements in accordance with the Seller’s then current rates for performing such services.
8. Seller’s liability for injury to persons or damage to property shall, in any event, be limited to that caused directly by its negligence. Seller shall not be liable, however, on any account, for and damage or loss to Purchaser resulting from business interruption, inconvenience, loss of profits, or special, indirect or consequential damage. Seller shall not be deemed to guarantee or warrant the continuing operation of operating efficiency of the EQUIPMENT COVERED, nor shall Seller be liable for any breakdowns thereof or for any damage to any other property of the Purchaser not covered by this Agreement resulting from any breakdowns in or operating mishaps of the EQUIPMENT COVERED, provided, however, that nothing contained in this Paragraph shall be deemed to release Seller from the performance of its services and obligations under this Agreement.
9. In the even payment is not made, the customer agrees to pay reasonable attorney and or collection costs which may be incurred in securing payment for services and or materials supplied, plus interest on all amounts owing at the rate of 1.5% per month commencing upon due date and calculated through the date ABC receives payment. It is hereby agreed that Maricopa County, Arizona is the venue for litigation should collection procedures e necessary.
10. Purchaser’s insurers hereby waive all rights of subrogation against Seller.
11. This agreement is not transferable of assignable.
12. Purchaser agrees to accept the judgment of Seller as to the best means and methods to be employed for any corrective or repair work necessary.
13. This Agreement shall remain in effect as herein provided unless either party shall furnish the other written notice of termination no later than thirty (30) days prior to the end of any yearly period of the Agreement. Deletion, addition or depreciation of equipment and/or change in Seller’s cost may cause a change in contract price. Thirty (30) days advance notice of any such change will be given in writing to Purchaser and Purchaser shall have the right to terminate if such change is not acceptable.
14. There are no conditions, understandings or agreements except those contained in this Agreement, and there shall be no modifications, alterations, or amendments thereof in any respect unless made in writing and signed by both parties hereto.

**ABC** is pleased to offer this maintenance agreement for XYZ in the amount of **$XXXXX per year plus tax.** ABC shall bill customer $XXXXX per month plus tax.

**AGREEMENT TERM AND EFFECTIVE DATE:** The initial term of this Agreement will commence on November 1, 2025 and shall continue from November 1, 2013 through October 31, 2026.

After the initial term, this Agreement shall continue if effect from year to year unless either party gives 30 days written notice prior to the commencement renewal date of their wish to discontinue service.

ACCEPTANCE AND APPROVAL

The undersigned acknowledges and agrees by its signature that the General Provisions, Scope of Service, and any amendment or an addendum prepared by ABC with respect thereto constitutes the entire AGREEMENT. This shall become a valid AGREEMENT upon signatures between the customer and a ABC representative. No agent of ABC or employee shall have authority to alter or waive any General Provision unless written approval is obtained from ABC LLC.

Thank You for giving ABC the opportunity to submit this proposal. We value your time and consideration and look forward servicing your needs. Please do not hesitate to contact us with any questions or comments.

Authorized Company Representative

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Signature Print Name

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Title Date

ABC Representative

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Title Date

SCHEDULE 1- MECHANICAL SYSTEMS INVENTORY OF EQUIPMENT

The following equipment/system shall be covered as described previously.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| QTY | EQUIPMENT DESCRIPTION | MANUFACTURER | MODEL | SERIAL | CAPACITY | LOCATION |
| 1 | Package Unit |  |  |  |  | ROOF |
| 1 | Package Unit |  |  |  |  | ROOF |
| 1 | Evaporative Cooler |  |  |  |  | ROOF |
| 1 | Evaporative Cooler |  |  |  |  | ROOF |
| 1 | Evaporative Cooler |  |  |  |  | ROOF |
| 1 | Evaporative Cooler |  |  |  |  | ROOF |
| 1 | Evaporative Cooler |  |  |  |  | ROOF |

SCHEDULE 2- AIR FILTER SERVICES

Quantity Type/Size Frequency

3 20x20x1 Quarterly

SCHEDULE 3- SPECIAL PROVISONS

* ABC shall provide customer with detailed inspection sheets for each piece of equipment per inspection.
* Customer will receive priority response for all service calls for breakdown or repair and will receive a discounted billing rate of $115.00 per hour for such calls.