



Test A/C Ultimate Protection

Gold Service Plan

The Agreement is made by and between:

Contractor: Test A/C Inc.
Address: 1 North Street
City: A/C City

Customer: ABC Building
Address: 33 West Street
City: Anywhere

Services to be provide at the following location:

Address: 3 South Street, Anywhere

Contractor agrees to provide the services described in the attached schedules in accordance with the following terms and conditions:

- Schedule "A": Describes the level of service being provided by the Agreement.*
- Schedule "B": Describes the limit of liability and the terms and conditions.*
- Schedule "C": Describes the equipment covered by the Agreement.*

Terms and Payment

This Service Agreement shall begin on 12/1/2000, and shall continue for a period of 3 year(s) and from year to year thereafter until terminated. After the initial term, either party may terminate this agreement upon thirty days written notice prior to the anniversary date of the agreement.

The contract price shall be subject to adjustment yearly to recognize any changes in costs. Notice of proposed adjustments to the annual price will be provided sixty days prior to agreement renewal date. Test A/C Inc. agrees to furnish the services as described in this agreement for the annual sum of: \$ 19338.62.

In addition to the annual contract amount, the customer shall pay any present taxes or governmental charges with regard to the transfer, use, or ownership or possession of the equipment covered by this agreement.

Invoices will be issued month as agreed. Payment will be made within 30 days of invoice date.

This proposal, including the attached pages, special conditions, and attachments constitutes the entire agreement and shall become a valid contract after customer acceptance and credit approval by Test A/C Inc..

Signatures:

Contractor
Test A/C Inc.

Customer
ABC Building

BY _____
Sales Representative

BY _____
Authorized Customer Representative

Joe Contractor
Approval

Mike Jones
Name (Print)

President _____
Title Date

President _____
Title Date

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Schedule "A"

Performance Review

A performance review is held with the Customer on an annual basis. Discussions include quality of work, and improvement suggestions. Items needing attention are addressed in a timely fashion.

Reports

Each completed service call is documented by a Contractor service report. This report is provided to the customer as evidence of the completed service showing each performed task.

Scheduled Tasks

The service program is designed to provide continuing maintenance on the equipment listed in schedule "C" of the Agreement. The tasks planned and scheduled are designed to provide for the long term care of the customer's equipment.

Each service visit will be scheduled and prepared by the Contractors dispatch system. The Contractor schedule includes specific tasks for each piece of equipment required to maintain the systems at peak efficiency.

Maintenance

The run-time, use and application of the piece of equipment determine the equipment service frequency. This information, along with manufacturer's recommendations and our experience assures the customer's equipment receives the most cost-effective maintenance in the industry.

Repair and Replacement

The Contractor provides the labor, travel and expenses necessary to repair or replace worn and failed parts and components covered by the Agreement.

The Contractor repairs or replaces parts and components in worn, doubtful or failed condition, with like parts and components.

Emergency Service

The Contractor provides all labor, travel and expenses, seven days a week twenty-four hours a day.

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Terms and Conditions

Schedule "B"

1. Contractor agrees to perform all work professionally and to furnish only materials of good quality.
2. The customer provides reasonable access to all areas and equipment, and allows Contractor to stop and start equipment as necessary to fulfill the terms of the Agreement.
3. All maintenance tasks and non-emergency repair or replacement will be performed during the Contractor's normal working hours.
4. The customer agrees to inform the Contractor immediately of problems found in the operation of the equipment.
5. The Contractor may charge the customer for emergency calls made at the customer's request where no defect is found.
6. The customer agrees to pay and be responsible for any additional gross amount of any present or future sales, use, excise, value-added, or other similar tax, however designated, applicable to the price, sale or delivery or any products, services or the work furnished hereunder or for their use by Contractor on behalf of the customer whether such tax shall be local, state, or federal in nature. **This will include but not be limited to the recovery, recycling, reclamation, handling and disposal of all refrigerants, and the additional costs incurred for refrigerant tax and/or increased costs due to shortages.**
7. The Contractor assumes all equipment covered is in maintainable condition, by accepting the Agreement. For repairs found necessary during the initial inspection or the initial seasonal start-up, a repair proposal is submitted for Customer's approval. If the repair proposal is declined, the non-maintainable items will be eliminated from the maintenance Agreement and the Agreement price adjusted accordingly or the Agreement may be canceled or otherwise revised.
8. Repair or replacement of non-maintainable parts of the system(s) such as, but not limited to, duct work, piping, shell and tube, unit cabinets, boiler refractory material, insulating material, electrical wiring, hydronic and pneumatic piping, structural supports and other non-moving parts, are not included in this Agreement.
9. If the equipment covered is altered, modified, changed or moved this Agreement may be adjusted accordingly or terminated.

Limitations of Liability and Indemnities

1. The Contractor is not be liable for damage or loss caused by delay in installation or interrupted service due to fire, flood, corrosive substance in the air, strike lockout, dispute with workmen, inability to obtain material or services, commotion, war, act of nature, or any other cause beyond Contractor reasonable control.
2. In no event, whether as a result of breach of contract, or any tort including negligence or otherwise is the Contractor or its suppliers, employees or agents liable for any special, consequential, incidental, or penal damage including, but not limited to loss of profit or revenues, loss of use of any products, machinery, equipment, damage to associated equipment, cost of capital, cost of substitute products, facilities, services or replacement power, down time costs, lost profits, or claims of Buyer's customers for such damages.
3. **No other warranty expressed or other liability is given and no other affirmation of Contractor, by word or action, shall constitute a warranty. This warranty is expressly in lieu of any other express or implied warranty including any implied warranty of merchantability of fitness, and any other obligation on the part of Contractor.**
4. The Contractor's liability, if any, upon any warranty, either expressed or implied, is be limited to replacement of defective materials and correction of faulty workmanship which is in violation of local, state, or federal building codes at the time of performance of the work by the Contractor.

Schedule "C"
Equipment List

Quantity	Description	Details
1	Makeup Air Units	1500 BTU, Trane, AHU-12345, 1A-223EFG
1	Centrifugal Unit	500 Tons, Trane, CENT-12345UUA, CU-67TY333
200	Disposable	6 Changes, 24 X, 24 X, 2