



PREVENTIVE MAINTENANCE AGREEMENT

This agreement is between DeBra-Kuempel and:

Customer Name:	Gallatin County School District	Contact Name:	Ms. Dorothy Perkins Mr. Tim Biddle
Address:	75 Boardwalk Warsaw, Kentucky 41095	Effective Date:	September 1, 2013
Equipment Location:	Elementary School, Middle School, High School		
Service Interval:	Semi-Annual		

INVESTMENT

Pricing: DeBra-Kuempel will perform the services as outlined above for the sum of:

Two Thousand Eight Hundred and Ninety Dollars (\$2,890.00) per year, to be billed at \$1,445.00 per visit, plus applicable sales tax.

OPTION – THIRD PREVENTIVE MAINTENANCE VISIT

Option: Add a Third Preventive Maintenance Visit

To include a third preventive maintenance visit, add One Thousand Four Hundred and Forty-Five Dollars (\$1,445.00) per year, plus applicable sales tax, to the quotation amount above.

☐ Accept

☐ Decline

PREDICTIVE MAINTENANCE SERVICES

Option: Add Predictive Maintenance Services

To include an 8-hour session of infrared imaging scanning and/or vibration analysis service and a full report of findings, add Seven Hundred and Eighty Dollars (\$780.00) per 8-hour session. These services are to be performed by our in-house specialists, and can be combined.

☐ Accept

☐ Decline

MULTI-YEAR OPTION

This service agreement can be extended to a three (3) year term at the time of signing. First and second year pricing will remain as above and the third year price will increase 5%. Billing options will be the same as above.

☐ Accept

☐ Decline

EXECUTION BY AUTHORIZED REPRESENTATIVE

Accepted by:		Submitted by:	DeBra-Kuempel
Signature:		Signature:	
Name (printed):		Name (printed):	Bill Flaucher
Title:		Title:	Vice President
Date:		Date:	9/10/13



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Name _____

EXECUTION BY AUTHORIZED REPRESENTATIVE

Accepted by:		Submitted by:	DeBra-Kuempel
Signature:		Signature:	
Name (printed):		Name (printed):	Bill Flaughter
Title:		Title:	Vice President
Date:		Date:	9/10/13

TERMS & CONDITIONS

1. We agree to furnish labor and material to provide the recommended preventive maintenance for the equipment specified on the attached equipment list and at intervals specified above.
2. Services required but not specifically included by this agreement will be performed at your request at our prevailing time and material rates. Under this agreement, DeBra-Kuempel agrees to provide the customer with reports indicating service work performed.
3. We agree to set up a schedule whereby our servicemen will start with the Owner's choice of any section of the building and proceed as designated. Each time a serviceman visits the Owner's building, he will start by reporting his presence to the person or persons that the Owner designates.
4. The Owner agrees to provide access to all equipment.
5. It is mutually understood that the equipment listed in this agreement is in proper operating condition. Upon the initial service inspection or start-up, if any repairs are necessary, this agreement will not be binding until these conditions have been corrected. Such corrections will be performed by DeBra-Kuempel on a charge basis at prevailing rates for material and labor. Acceptance of this agreement does not bind DeBra-Kuempel to make corrections in design or installation of the equipment.
6. This agreement excludes and DeBra-Kuempel will not be responsible for labor and/or material or equipment required or recommended by insurance companies, governmental agencies or codes, or union regulations, or necessitated by design or installation deficiencies.
7. This agreement excludes and DeBra-Kuempel will not be responsible for food spoilage, loss of business, delays or repairs caused or necessitated by damage due to freezing, flooding of submerged or water cooled coils or condensers, water in oil tank, unusual weather exposures, strikes, lock-outs, acts of God, acts of government, or others conditions beyond DeBra-Kuempel's control, misuse of equipment or operation of the equipment in a manner contrary to DeBra-Kuempel's advice and instructions, or work or materials furnished by any other party.
8. This agreement shall begin upon acceptance and shall remain in force and effect for a period of one year and from year to year thereafter until canceled. This agreement may be canceled by either party by written notification to the other party at least thirty (30) days prior to the desired termination date. Upon mutual consent, this agreement may be adjusted on any agreement anniversary date for changes in labor and material costs. Upon early termination or expiration of this agreement, DeBra-Kuempel shall have free access to enter customer locations to disconnect and remove any DeBra-Kuempel personal proprietary property or devices as well as remove any and all DeBra-Kuempel-owned parts, tools and personal property. Additionally, customer agrees to pay DeBra-Kuempel for all incurred but unamortized service costs performed by DeBra-Kuempel including overheads and a reasonable profit, not to exceed the annual contract amount.
9. DeBra-Kuempel may cancel this agreement immediately in the event of delinquency of payment.

NO MODIFICATIONS

The contract arising by acceptance of your offer pursuant to this Proposal shall not be amended, modified or rescinded except by written agreement signed by an authorized official of each party, expressly referring to this contract. The Purchaser understands that no sales person or other representative of the Seller has the authority to make any agreement, contract, warranty, term, promise, condition or understanding, express or implied, which is not expressed herein or in a written modification of this contract signed by authorized officials of each party.

REMEDIES OF SELLER

Prior to the installation of the equipment and materials to be furnished and sold pursuant to this contract, title to said equipment and materials shall remain the Sellers, and, in the case of non-payment, Seller shall be entitled to any and all remedies of an unpaid seller under the Ohio Uniform Commercial Code, including the right of the Seller to repossess said equipment and materials with or without legal process. After any or all of said equipment and

materials has been installed pursuant to this contract, then as to that part of said equipment and materials which has been installed and the labor and services related thereto, the Seller shall have a mechanic's lien against the premises where said equipment and materials has been installed pursuant to the applicable statutes and law relating to mechanic's liens for the furnishing of labor and materials. Payment due Seller under this contract is payable on receipt of Seller's invoice. Service charges at the rate of 1½% per month (as stated on our invoices) will be charged on all past due accounts.

WARRANTIES AND LIMITS OF LIABILITY

The Seller, unless equipment is sold without service, shall furnish and install, free of charge, such part or parts of the machinery and apparatus sold hereunder that may become defective in workmanship or material within one year from the date of delivery or installation. The seller's obligation shall be merely to furnish and install duplicate parts as provided herein, and the seller shall not be liable for defects arising from normal wear or tear, or breakage caused by carelessness or negligence in operation, nor is Seller responsible for any alterations that may be made in the machinery and equipment without its consent. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANT-ABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. The Seller shall not be held liable or accountable for damages or delays in installation or service due to strikes, accidents, fires, labor difficulties, engineering or design defects, or the inability to procure material from the usual sources of support or for any contingencies that are unavoidable or beyond the control of the Seller. Seller shall not be responsible for any damages incurred due to the inability of the building structure to properly support the equipment to be installed in this proposal. Seller shall not be responsible for any consequential damage or spoilage due to the installation, operation or time or manner of service of any equipment. All labor is to be performed during Seller's regular working hours unless so specified otherwise in writing.

INSTALLATION AND COMPLETION

Unless specifically enumerated in proposal as Seller's responsibility, Purchaser is responsible for providing access (and removing structures or objects which interfere with this access) to equipment installation location; for structural supports for all equipment supplied; for local permits and codes; for providing adequate utility source (gas, electric, steam, water) adjacent to equipment. Completion dates are estimates only. No contract will be made to complete on a specified date unless in writing, signed by the President or a Vice-President of the Seller.

INSURANCE

Purchaser agrees to insure said merchandise against the hazards of fire at Purchaser's sole cost and to be responsible in any event for any loss or damage to the said machinery and equipment by fire, theft, or other casualty. Purchaser agrees to assign to the Seller upon request the proceeds of any insurance paid by reason of loss from any cause whatsoever to the merchandise described herein. Seller shall apply said proceeds to the balance due by the Purchaser under this contract.

No transfer, renewal, extension or assignment of this contract or any interest hereunder or loss, injury, or destruction of said property shall release the Purchaser from his obligation hereunder. Every assignee of the Seller and/or its assigns shall be entitled to all the rights and remedies of the seller. The term "Seller" wherever used in this contract includes Seller's successors and assigns, unless otherwise defined.

Prior to written acceptance by Seller, the Seller shall have no responsibility for any work performed or financial obligations incurred by or on behalf of the Purchaser in anticipation of Seller's acceptance.