

Thomas Technical Services, LLC

Biomedical Equipment Services

Thomas Technical Services, LLC (here-after referred to as "TTS") will provide bio-medical services to Hardin County School System (here-after referred to as "Customer") on property and equipment, described below, as requested and according to the terms and conditions set forth herein. Bio-medical services include maintenance and repairs as contemplated in the Service Policy and Procedure Manual.

I. Adoption of Service Policy and Procedure Manual:

- A. The Customer agrees to adopt a Service Policy and Procedure manual which describes with particularity the equipment subject of this Agreement and the responsibilities of TTS pursuant to this agreement which manual shall be incorporated by reference into this Agreement.

II. Services rendered under this Agreement do not include:

- A. Training of the personnel in proper operation and use of the machines subject of this Agreement.
- B. Correction of operating problems on equipment which the Customer is using for purposes other than those for which the equipment is designed as stated by the equipment manufacturer.
- C. Service due to Customer negligence, improper operations and handling of equipment, accident, fire, water, vandalism, power failure, act of God or other causality.
- D. Supplies or electrical work external to covered equipment.
- E. Installation and/or attachment of equipment or problems caused by other maintenance service parts or supplies.
- F. Parts and service manuals for repairs of equipment.
- G. Responsibility for any changes due from outside service on equipment repairs.
- H. Reports to any other owner, manufacturer or governmental entity that may be required by any other owner, manufacturer or governmental entity regarding ownership, use or operation of the equipment or its malfunction pursuant to any State or Federal Law, including the Safe Medical Devices Act.

III. The Fee Charges for such services shall be computed as follows:

- A. Service rate: Labor performed during regular business hours of 8:00 a.m. to 4:00 p.m. Monday – Friday except holidays, shall be charged at the rate of \$75.00 per hour. Emergency calls after 4:00 p.m. Monday-Friday, Holidays or weekends will be charged at the rate of \$112.50 per hour plus \$150.00 per service call.

405 Willow Creek Dr.
Elizabethtown, KY 42701

270-766-8903

rthomas@bbtel.com

- B. Preventive Maintenance (PM) on equipment will be charged at \$75.00 per hour.
- C. Mileage reimbursement is charged at the IRS reimbursement rate.
- D. The Customer will be invoiced monthly for all service. The invoice shall be paid within thirty (30) days upon receipt.

IV. Miscellaneous:

- A. Losses incurred by Customer due to services performed at Customer's request pursuant to and in compliance with this agreement on property or equipment leased by Customer or Owned by another party, such as but not limited to, voiding warranty, are the responsibility of the Customer.
- B. Customer agrees to indemnify and hold TTS harmless from any and all claims for damages from this Agreement or services rendered hereunder.

V. Preventive maintenance inspection:

- A. Preventive maintenance inspection (PMI) schedule will be based on an annual inspection which is specified in the Service Policy and Procedures Manual.

VI. Bio-medical Service:

- A. Contact telephone number for service requested: 270-766-8903.

VII. The Agreement shall be effective April 20, 2009. Either party may terminate this Agreement, with or without cause, given sixty (60) days written notice to the other party.

VIII. Authorizations:

Harding County Schools
65 W A Jenkins Rd.
Elizabethtown, KY 40207

Signed: _____

Title: _____

Date: _____

Thomas Technical Services, LLC (TTS)
405 Willow Creek Dr.
Elizabethtown, KY 42701

Signed:  _____

Title:  _____

Date: 4-20-09