

water components (condensate pump, geothermal, boiler, chilled water systems), circuit breakers outside of blower cabinet, and other non-moving parts, are not included under this Agreement any alteration or deviation from this Agreement involving additional work cost of materials or labor will become an extra charge at Contractor's prevailing rates over the sum state in this Agreement. This Agreement does not provide for services rendered as a result of false alarms, fires, repairs due to misuse or neglect, theft, or acts of nature. Maintenance, repairs and labor for indoor air quality devices such as but not limited to; air filtration devices, ultra violet lighting, and heat recovery ventilators are not included in this Agreement.

Time of Agreement: Customer agrees to the Agreement for a minimum period of 12 months. The Agreement will remain in effect for a period of 12 months from the date of acceptance by the Customer and is renewable each subsequent year for as long as the covered equipment is maintainable and payments are current. Coverage for repair labor and materials begins 30 days after acceptance by Customer and is subject to acceptance by Contractor. All work covered under this Agreement shall be performed during Contractors normal business hours.

Price: The Agreement price is subject to adjustment annually on each commencement anniversary to reflect increases in, but not limited to, labor, material and insurances. Customer agrees to pay for any additional services, not covered by this Agreement, at Contractor's then prevailing rates.

Transfer: The Agreement is transferable to s new property owner of the covered location and/or equipment at no additional charge for the remainder of the Agreement period through written request.

Cancellation: Contractor may cancel the Agreement at any time for any reason. In the event Contractor cancels the Agreement, the return of premium shall be based upon 100% of prorated premium. Customer may not cancel the Agreement beyond 30 days after renewal, or after a service visit, whichever occurs first.

Access: 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. Contractor will not be required to move, replace or alter any part of the building structure in the performance of this Agreement. Customer shall permit only Contractors personnel or agent to perform the work included in the scope of this Agreement. Should anyone other Contractor's personnel perform such work, Contractor may, at its option, cancel this Agreement or eliminate the involved item of equipment from inclusion of this Agreement.

Warranty: Contractor disclaims any implied warranty of fitness for particular purpose. Contractor disclaims the implied warranty that the services performed by it will, in all cases, provide protection against mechanical systems breakdown or failure. Contractor disclaims any implied warranty of Merchantability. Customer agrees that Contractor is not an insurer and no insurance coverage is offered herein. Under no circumstances, whether arising in contract, tort (including negligence), equity or otherwise, will Contractor be responsible for loss of use, loss of profit, increased operating or maintenance expenses, illness or injury, claims of Customer's tenants or clients, or any special, direct, indirect or consequential damages caused by delays, failure to service, unavailability of parts, labor difficulties and other conditions beyond the control of the Contractor.