

We also agree to furnish the following supplies as and when necessary:

1. Oil for compressor lubrication.
2. Oil for fans and motor bearings.
3. Grease.
4. Disposable air filters and belts.

It is mutually understood that we are not required to furnish replacement parts, refrigerant and supplies other than those listed above, nor to supply labor to replace worn or broken parts or to repair damage to the equipment due to causes beyond our control. Additional material and labor required will be furnished by us at our regular selling prices and prevailing rates.

It is understood that:

1. All work is to be performed during our regular working hours. If for any reason you request that work be done beyond regular Working hours, you agree to pay the difference between regular and overtime labor at regular billing rates.
2. Any alterations, additions, adjustments or repairs made by others, unless authorized by us, shall terminate our obligations hereunder.
3. Preventive Maintenance furnished hereunder shall not include the normal function of starting and stopping the equipment described above which function includes the opening and closing of valves, dampers or regulators normally installed to protect the equipment against damage, the defrosting of evaporators, or for obtaining proper operation.
4. Any repairs, refrigerant and supplies other than those listed above deemed necessary and recommended by us for efficient operation of your installation are to be authorized by you.
5. In the event we are required to make emergency calls occasioned by the improper operation of the equipment or due to damage caused by floods, lightning, fire, elements, rebellions, riots, strikes, labor troubles, civil commotion of any kind, or for any causes beyond our control, you shall reimburse us for the expense incurred in making the emergency call in question, in accordance with the current established rates for performing such service.
6. In consideration of the nominal charge made for Preventive Maintenance, we shall not be liable for the operation of the equipment nor for injuries to persons, or damage to property, except those directly due to the negligent acts or omissions of our employees, and, in no event, shall we be liable for consequential damages. We shall not be held liable for expense incurred in removing, replacing, or refinishing any part of the building structure necessary to the execution of the Agreement. We shall not be held liable for any loss or damage due to delay in furnishing labor or material caused by reason of strikes or labor troubles affecting our employees who perform the service called for herein, or by unusual delays in procuring supplies or for any other cause beyond our reasonable control.
7. The amount of any present or future occupation, sales, use, service, excise, or other similar tax which we shall be liable for either on our own or your behalf or otherwise, with respect to our obligation to furnish services and supplies hereunder, shall be in addition to the sum paid by you under this proposal and shall be paid by you upon the rendition of separate invoices covering such tax.

Certified Inspection, Adjustments and Oiling Preventive Maintenance shall be furnished by us from January 01, 2012 to December 31, 2012 inclusive, for the sum of One Thousand Two Hundred Ninety-four Dollars,

(\$ 1,294.00) payable in advance as follows: \$647.00 billed upon completion of each inspection.

Inspections in April/May and October/November 2012.

This agreement shall remain in effect for one year from the date of approval by us and shall continue from year to year thereafter unless thirty (30) days prior to the termination of any yearly period, either party gives written notice to the other of their intention to terminate same. Upon termination, neither party shall be liable in any manner whatsoever on account of such cancellation.

This proposal contains the entire agreement and shall become effective when accepted by you and approved by us.

100-1900-53610

Respectfully submitted,

FITZENRIDER, INC.

By

Joyce Copsey
Representative
Joyce Copsey

The above proposal is hereby accepted this _____ day of _____, 20____, with the definite understanding that there are no verbal agreements or understandings changing or modifying this agreement as written.

Firm Name

By _____

Approved this _____ day of _____, 20____.

FITZENRIDER, INC.

By _____

100-1900-53610