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Updated October 25, 2017

**SCHEDULED MAINTENANCE AGREEMENT**

This Agreement is entered into on this date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, between Generators Plus (“Service Provider”), located at 114 Holland Avenue, Morgantown, West Virginia 26501, who agrees to provide \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Customer”) , located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The “Parties” refers collectively to Service Provider and Customer.

1. Service Provider agrees to provide Customer with Scheduled Maintenance, consisting of one (1) maintenance call per year of this Agreement (the recommended average for Generac/Kohler generators), for Customer’s generator (“Unit”), a **\_\_\_\_\_\_kW Generac/Kohler/Cummins (circle one) whole home generator**, **Serial Number:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Model: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, as detailed in the following sections.
2. Customer agrees to accept and pay for all parts and services necessary for Scheduled Maintenance on Unit in accordance with the following terms and conditions, as set out in Attachment A (“Rates”).
3. ***This Agreement applies solely to Scheduled Maintenance calls. Customer is responsible for any additional service or emergency calls, and will be charged according to the company’s current rates.***

The Parties agree to the following:

1. Definitions  
   1. “Scheduled Maintenance” means the scheduled services provided by Service Provider for general maintenance, as detailed in the sections of this Agreement.
   2. “Operating Hours” refers to hours the Unit is in operation, including exercise cycles of not more than one hundred (100) hours per year, combined with all required usage due to loss of commercial power, or other emergency situations.
   3. “Business Hours” means Service Provider’s normal business hours of 8am – 4pm, Monday through Friday, not including applicable holidays.
2. Duties

Service Provider shall provide the following services:

* 1. Inspections and Repairs: Service Provider shall perform inspections of the Unit for the duration of this Agreement. These inspections shall include the following (as applicable):   
     1. Engine Lubrication Systems: Visually check for leaks. Filters and oil will be changed every twelve (12) months or one hundred fifty (150) Operating Hours, whichever occurs first;
     2. Engine Air Cleaners: Wet type – clean and change oil one per year; Dry type – clean or replace filter, as needed;
     3. Ignition Systems: Check magneto and set timing, as needed;
     4. Governor: Check and set speed, sensitivity, and oil level;
     5. Engine Cooling System: Check general condition, anti-freeze level, coolant level, pressure test system, belts, and hoses;
     6. Engine Electric System: Load test battery, clean and inspect battery posts and cables, check alternator belts, and battery charger for proper operation;
     7. Engine Fuel System: Visually check for leaks, check all visible connections and flexible hoses, adjust carburetor, change fuel filters once per year with oil change (or as needed), clean fuel strainers, and inspect fuel lines;
     8. Engine Exhaust System: Visually check for leaks, corrosion, and check condensation trap and muffler condition;
     9. AC Generator: Visually inspect AC generator condition;
     10. Instrumentation: Check all instruments for proper operation;
     11. Check timers and relays for proper operation;
     12. Check safety circuits, shutdowns, and alarm systems;
     13. Run engine unloaded: At Customer’s request and presence, transfer load to Unit and make adjustments if needed; and
     14. Upgrade controller firmware to latest version (if applicable).
  2. Service Provider shall furnish necessary parts and supplies used during the normal performance of these inspections, and shall include them on the invoice.
  3. Service Provider shall notify Customer of any errors or faults with the Unit, and shall notify Customer before taking any steps or measures to fix these errors or faults (broken equipment, faulty parts, etc.). Any additional services provided to fix these errors or faults are not covered by this Agreement, and are subject to additional charges by Service Provider (see Section 10, “Additional Repairs”).

1. Term  
     
   This Agreement shall be effective and binding for a term of \_\_\_\_\_\_\_\_\_\_ upon signing, unless terminated by either party, subject to Section 7 of this Agreement.
2. Payment  
   1. Customer shall pay $\_\_\_\_\_\_\_\_, including all applicable state and local taxes, due at the time of signing of this Agreement, as detailed in Attachment A (“Rates”).
   2. Service Provider accepts the following methods of payment:   
      1. Cash or money orders;
      2. Credit/debit card payments (to be made in person upon delivery of this Agreement, or over the phone upon receipt of a mailed or faxed signed copy of this Agreement); and/or
      3. Check payments (made out to Generators Plus).
   3. Returned checks are subject to an additional fee of twenty-five dollars ($25.00).
3. Work Hours  
     
   All maintenance work and services shall be performed between Service Provider’s Business Hours. Any services performed outside these hours may be available upon Customer’s request, subject to Service Provider’s approval.
4. Termination  
   1. This Agreement shall automatically terminate at the end of the fixed term. Renewals are not automatic; a new Agreement must be negotiated and signed by the Parties.
   2. Service Provider may terminate this Agreement if it is unable to adequately perform its duties under this Agreement, upon notice to Customer.
5. Refunds  
     
   Service Provider shall not give refunds, unless this Agreement is terminated by Service Provider as stated in Section 6(b).
6. Reports  
     
   Upon completion of each Scheduled Maintenance appointment, Service Provider shall report its findings and recommendations to Customer, upon request. Service Provider shall have no liability for any repair, findings, or recommendations made, or for any failure to make such recommendations to the Unit.
7. Service Date  
   1. Annual service will occur within two (2) weeks of previous year’s Scheduled Maintenance date, or as scheduled by Customer.
   2. Service Provider shall set Scheduled Maintenance appointments by phone or email, and shall provide Customer will a reminder twenty-four (24) hours before scheduled to appear.
   3. Customer may set pre-approved appointments up to six (6) months in advance by telephone or email.
   4. Customer is not required to be present for Scheduled Maintenance appointments.
8. Additional Services and Repairs  
     
   Any repairs needed between Scheduled Maintenance appointments, or discovered during routine inspection of the Unit, may be completed by Service Provider at their current rate for such parts, labor, and mileage. Customer shall pay for all parts, labor, and supplies necessary to repair damage caused by normal wear, abuse, theft, improper operation, acts of third persons, forces of nature, or alteration of the Unit. Service Provider shall check Customer’s warranty status before an invoice for such additional services and repairs is sent to Customer, and shall apply warranty credits for parts, travel, and labor, if applicable.   
   (*Note: Most Units have standard five (5) year warranties. For information on extended warranties, please contact us*.)
9. Price Increases  
     
   Customer’s price shall not increase for the duration of this Agreement; however, standard maintenance packages are subject to price increases by Service Provider. All price increases shall apply to new or renewed agreements, and Customer shall be notified of such increases prior to renewal.
10. Miscellaneous  
    1. *Limitations, Liability, and Warranty*: Service Provider’s liability under this Agreement, if any, shall be limited to the cost of performing its obligations. In no event shall Service Provider be liable for consequential, incidental, or exemplary damages, including but not limited to, loss of profits, down time, or any damages other than those provided for above. Service Provider provides no warranty, express or implied, other than that provided by law or Unit manufacturer, including any warranty of merchantability or fitness for a specific purpose.
    2. *Indemnity*: Customer hereby agrees to indemnify and hold Service Provider harmless of and from any and all claims, demands, liability, loss, damage or expense (including attorney’s fees), whether relating to injury to the Unit, other property or persons, that are a direct or indirect result of Service Provider’s performance of its obligations under this Agreement, unless by Service Provider’s sole negligence, or intentional conduct.
    3. *Force Majeure*: Neither party is responsible for the fulfillment of any term or provision of this Agreement if the fulfillment is delayed or prevented by revolution of other disorders, war, fires, acts of God, accidents beyond the control of either Party, delays of carriers, labor disputes, government restraints, or without limiting the foregoing by any other cause beyond the control of the party whose performance is interfered with, and which, by exercise of reasonable diligence, the party is unable to prevent.
    4. *Governing Law*: The Parties agree that this Agreement shall be construed and the rights of the Parties governed by the laws and statutes of the state of West Virginia.
    5. *Amendments*: The Parties may amend this Agreement only by a written document, signed by each of the Parties.
    6. *Assignment and Delegation*: Neither party may assign this Agreement without written consent of the other party; any purported assignment of rights or delegation of performance in violation of this section is void.
    7. *Entire Agreement*: This Agreement represents the entire agreement and understanding of the Parties with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous agreements and understandings of the Parties, whether written or oral, in connection with this Agreement.
    8. *Notices*  
       1. Each party giving or making any notice, request, demand or other communication (each, a “Notice”) pursuant to this Agreement shall give the Notice in writing, and use one of the following methods of delivery: registered, certified, or express mail (postage prepaid and return receipt requested); nationally recognized overnight courier (all fees prepaid); facsimile, telephone, or email. Notice given by any other means is only effective upon receipt.
       2. All Notices made by Customer should be made to the following address, phone number, fax number, or email address, unless otherwise agreed to in writing, by the Parties:  
            
          Generators Plus  
          114 Holland Avenue  
          Morgantown, WV 26501  
          Attn: Office Manager  
          Phone Number: (304) 292-5233  
          Fax Number: (304) 241-1979  
          Email Address: generators.pluswv@gmail.com
       3. A Notice is only effective if the party giving the Notice has complied with subsections (i) and (ii) of this Section, and if the addressee has received the Notice.
    9. *Third Party Beneficiaries*: This Agreement does not and is not intended to confer any rights or remedies upon any person other than the Parties to this Agreement.

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[Signature Page Follows]

[Signature Page to Scheduled Maintenance Agreement]

The Parties sign as follows:

Generators Plus

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Tony Sainato, Owner Date

Customer

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 (Signature) Date  
 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Print Name)  
   
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\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 (Physical Address of Unit)

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\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
(Billing Address, if different from Physical Address)  
  
 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
 (Phone Number)

**Attachment A**

**Maintenance Agreement Rates**

Cummins Generators

One (1) Year Contract - $165.00 + tax = $174.90

Two (2) Year Contract - $295.00 + tax = $312.70

Generac Generators

One (1) Year Contract - $145.00 + tax = $153.70  
Two (2) Year Contract - $260.00 + tax = $275.60

Kohler Generators

One (1) Year Contract - $185.00 + tax = $196.10  
Two (2) Year Contract - $330.00 + tax = $349.80

Prices are based on the costs of standard parts and materials used during routine maintenance check-ups, including oil filters, air filters, oil, and spark plugs; it also includes our labor rate plus travel mileage up to thirty (30) miles. Any additional mileage will incur a fee of $1.25 per mile.

Any contract terms of a duration longer than two (2) years must be negotiated with the Service Provider, and will be subject to the same terms and conditions listed in the Agreement.