

PLANNED AND PREFERRED MAINTENANCE AGREEMENT TERMS AND CONDITIONS:

- A. **Planned Maintenance** services provided under this agreement will be performed during normal working hours between 7:30 a.m. to 4:30 p.m., Monday through Friday excluding federal holidays. Labor, material, and mileage charges will apply for all work over and above services covered under this agreement.
- B. The guarantees and services provided under the scope of this agreement are conditioned upon the Customer operating and maintaining systems / equipment. Customer will do so according to industry-accepted practices and in consideration of our recommendations.
- C. Customer will provide and permit reasonable access to all covered equipment. CCSI will be allowed to start and stop equipment as necessary to perform its services and be permitted use of existing facilities and building services.
- D. Any repairs or services resulting from power failures, freezing, roof leaks through curbs or equipment, or air side corrosion will be paid for by the Customer in accordance with CCSI currently established rates.
- E. In the unlikely event of failure to perform its obligations, CCSI's liability is limited to repair or replacement at its option and such shall be Customer's sole remedy. Under no circumstances will CCSI be responsible for loss of use, loss of profits, increased operating or maintenance expense, claims of Customer's tenants or clients, or any special, indirect or consequential damages.
- F. The agreement does not include responsibility for system design deficiencies, such as, but not limited to, poor air distribution, water flow imbalances, etc. It does not include responsibility for system, equipment and component obsolescence, electrical failures, unserviceable equipment, and operating the system(s).
- G. CCSI will not be liable for delays or failure to obligate due to fire, flood, strike, lockout, freezing, unavailability of material, riots, acts of God, or any cause beyond reasonable control.
- H. CCSI is not responsible for the removal or disposal of any hazardous materials or any cost associated with these materials.
- I. This agreement excludes damage resulting from improper / inadequate water treatment or filter service not supplied by CCSI.
- J. This agreement excludes services occasioned by improper operation, negligence, vandalism, or alterations, modifications, abuse, or misuse, or repairs to equipment not performed by CCSI. Also excluded is the furnishing of materials and supplies for painting or refurbishing equipment.
- K. CCSI shall not be required to furnish any items of equipment, labor, or make special tests recommended or required by insurance companies, federal, state, municipal or other authorities except as otherwise included in this agreement.
- L. This agreement does not include the cleaning of any air passages, grilles, or air balancing of systems.
- M. In the event either party must commence a legal action in order to enforce any rights under this contract, the successful party shall be entitled to all court costs and reasonable attorney's fees as determined by the court for prosecuting and defending the claim, as the case may be.
- N. CCSI 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 its employees and in no event shall it be liable for consequential or speculative damages. It shall not be liable for expense incurred in removing, replacing or refinishing any part of the building structure necessary to the execution of this agreement. It shall not be held liable for any loss by reason of strikes or labor troubles affecting its employees who perform the service called for herein, delays in transportation, delays caused by priority or preference rating, or orders or regulations established by any government, authority, or by unusual delays in procuring supplies or for any other cause beyond its reasonable control.
- O. Only CCSI's personnel or agent are authorized to perform the work included in the scope of this agreement. CCSI may, at its option, cancel or waive its obligations under this Agreement should non-authorized individuals perform such work.
- P. This agreement and all rights hereunder shall not be assignable unless approved by CCSI.
- Q. In the event of additional freight, labor, or material costs resulting from Customer's request to avoid delays with respect to equipment warranties, or accelerated delivery of parts and supplies, the Customer agrees to pay these additional costs at CCSI's currently established rate.
- R. CCSI's scope of work shall not include the identification, detection, abatement, encapsulation or removal of asbestos or products or materials containing asbestos or similar hazardous substances. In the event CCSI encounters such material in performing its work, CCSI will have the right to discontinue work and remove its employees until the hazard is corrected or it is determined no hazard exists. This agreement does not include the disposal of hazardous waste. Any charges incurred for their proper disposal will be borne by the customer as an extra to the contract price.
- S. **For Preferred Maintenance Agreements**, CCSI will maintain Customer's presently installed system within the functional limitations of the presently installed and covered HVAC equipment, controls, firmware and software where applicable. CCSI will repair or replace serviceable components and parts covered under this agreement. Replaced components will be new or reconditioned components of compatible design as required ensuring maintainable condition. These components will be based upon the commercial availability of the parts and components. All exchanged parts will become the property of CCSI. Upon initial inspection or during the first sixty (60) day period of a full coverage contract, if any component cannot, under the sole opinion of CCSI, be properly repaired, due to obsolescence, lack of availability of standard parts, and/or excessive deterioration, CCSI may remove the component from the list of covered equipment with written notice. The Customer will have the option of paying CCSI to continue to maintain the component per manufacturer's recommendations excluding parts replacement. In either case, the Preferred Maintenance coverage on the component will be eliminated from the contract and the price adjusted accordingly.
- T. The customer is responsible for the replacement or repair of nonmoving parts of the heating, cooling and ventilating systems, such as duct work, boiler shell and tubes, boiler refractory and complementary equipment, for example but not limited to: cabinets, fixtures, boxes, water supply lines, drain lines, steam lines, plumbing, oil storage tanks, oil and/or gas lines, domestic water lines, refrigerant piping, pneumatic tubing, converter shell and tubes, heating or cooling coils and electrical wiring.
- U. This agreement contains the entire contract and the parties hereby agree that this agreement has been agreed to and the entire agreement is then accepted and approved by an authorized person for both parties, and no statement, remark, agreement or, understanding, oral or written, not contained herein, will be recognized or enforced.