



PLANNED MAINTENANCE (PM) AGREEMENT



Clifford Power Systems | 1913 E.US HWY 80 | White Oak, TX | 75693

Clifford Power Systems, Inc. ("CPS") agrees to provide Hopkins County ("Customer"), and Customer agrees to accept and pay for parts and service necessary to perform periodic Planned Maintenance ("PM") of ("Equipment").

Customer Address: 1286 Texas St. City: Sulphur Springs State: TX Zip: 75482

	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN
YR 1 - \$400.00	\$400.00											
YR 2 - \$400.00	\$400.00											
YR 3 - \$400.00	\$400.00											

This agreement will be in accordance to the following terms and conditions, for a period of **3** year(s). Coverage Dates: **2/1/2020 -- 1/31/2023**

In consideration of the agreements herein contained:

- Customer agrees to:** Remit Amount of \$400.00 for the first year of Planned Maintenance and any additional services, please refer to the payment schedule above for additional years. Customer agrees to make payment upon receipt of invoice.
- CPS agrees to:** Perform all Preventative Maintenance inspections on a No Match basis, additional services will be performed in the frequency described in the Equipment PM Items and Optional Services list. Work is to be performed during regular business hours 8:00AM to 5:00PM Monday through Friday. Customer will receive a copy of CPS maintenance inspection report with all applicable areas filled out by the service technician. CPS shall also report any noted problems with Equipment and recommended courses of corrective action to the Customer. CPS will perform normal maintenance on Equipment including oil and filter changes, visits include our standard 99 point inspections and equipment test.
- Customer also authorizes:** CPS to perform repairs deemed necessary for proper operation of the standby power system at time of inspection. The cost of repairs shall not exceed N/A (\$750 recommended) without customer authorization, and shall be documented on the inspection report. Repairs estimated to exceed this amount will be referred to the Customer for action and additional authorization. Cost for additional repairs will be invoiced separately at CPS prevailing labor rates plus parts costs and prevailing mileage rates (if additional trips are required).
- Customer also authorizes:** CPS to perform a Diesel Fuel Top Off Service for an amount not to exceed N/A (\$700 recommended) without customer authorization. This service shall be documented on the inspection report. Cost for fuel service will be invoiced separately at CPS prevailing labor and fuel rates. Service Trucks are capable of providing up to 100 gallons, if approved pricing covers costs.
- CPS warrants its work:** For a period of 30 days from the date of service. This warranty is limited to failure as a result of workmanship and does not include failures resulting from improper or unauthorized installation, misuse, negligence, accident, over-loading, over-speeding, repairs made by someone other than CPS, fire, flood, vandalism, theft or any other acts beyond the control of CPS, while under agreement.
- Failures of new parts installed by CPS:** Failure of any new part/s installed by CPS during the course of maintenance service shall be covered by the manufacturer's warranty of said part/s.
- Renewal:** This agreement will automatically renew annually unless cancelled per paragraph 8.
- This agreement may be cancelled by either party:** With a 60 day written notification.
- Registration/Training Fees:** If Buyer requires Seller to register with an entity, or incur additional costs such as licensing or training specific to the servicing requirements of Buyer's account, then Buyer agrees to reimburse Seller all costs affiliated with these fees. Costs include direct fees for registration plus 20% for Seller's administration.
- Limitation of Liability:** Clifford Power System, Inc.'s liability under this agreement, if any, shall be limited to the contract amount of this agreement. In no event shall CPS be liable for any consequential, incidental or exemplary damages, including, but not limited to, loss of profits or down time.



CLIFFORD
POWER
The power of dependability

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Equipment PM Items and Optional Services

Service Location: North Cooper Communication Tower - - SULPHUR SPRINGS, TX 75482 **Service Terms:** 2/1/2020 -- 1/31/2023 **Location Total:** \$1,200.00
Incl. GENERAC 10kW
 Monitoring System (3yr min)

Clifford Power Systems and Customer have agreed to the above this day.

By: _____ Date: _____
Clifford Power Systems-Representative

By: *[Signature]* Date: 9-9-19
County Judge
Customer-Representative



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