



Assurance Power Systems, LLC, a Florida Limited Liability company ("APS")

RESIDENTIAL SCHEDULED MAINTENANCE AGREEMENT

- This agreement is for GENERATOR MAINTENANCE SOLELY. Repairs & warranties will be diagnosed separately.
- APS will maintain a complete service history and service procedure data available at customers request.
- Service Maintenance Agreement (SMA) to be performed during normal business hours 8:00 AM to 5:00 PM.
- It is understood that each SMA includes the items shown below at the Points of Inspection list. It **does not include** parts, labor for installation, lubricants, fluids, fuels, and environmental disposal fees unless otherwise stated.
- For services diagnosed to be other than SMA maintenance, the following labor rates will apply including travel time: \$210 / hour for first hour (diagnostics fee) and \$125.00 for every hour after plus materials; Overtime rate: \$190.00 per hour. Holidays rate charged at double time: \$250.00 / hour. NOTE: 50% of the fees listed above are applicable to the repair costs, if unable to fix onsite.
- APS has the authorization to repair a generator if the value of the part is under \$150.00 while on site. This will cover most minor repairs on the system and prevent additional labor costs and the generator from being inoperable for an extended period.

SERVICE PLAN DETAILS	SILVER	GOLD	PLATINUM
FULL INSPECTION (SEE POINTS OF INSPECTION)	2 x	3 x	4 x
TUNE UP - OIL & OIL FILTER REPLACEMENT	1 x	1 x	1 x
BATTERY REPLACEMENT ***	EVERY 2 YEARS	EVERY 2 YEARS	EVERY 2 YEARS
REMOTE MONITORING	NOT INCLUDED	NOT INCLUDED	INCLUDED
FAN BELT REPLACEMENT (IF APPLICABLE)	NOT INCLUDED	NOT INCLUDED	1 x
COOLANT FLUSH (IF APPLICABLE)	NOT INCLUDED	NOT INCLUDED	1 x
PARTS & LABOR (PARTS NOT UNDER WARRANTY)	5% PARTS DISCOUNT	10% PARTS DISCOUNT	15% PARTS DISCOUNT
GENERATOR TEST UNDER LOAD **	1 x	1 x	2 x
OFFICE EMERGENCY RESPONSE TIME	24 HOURS	24 HOURS	12 HOURS
GAS SYSTEM PRESSURE TEST	1 x	1 x	1 x
PRICING			
AIR-COOLED UP TO 22KW	\$450	\$650	\$1,350
LIQUID-COOLED UP TO 60KW	\$550	\$800	\$1,550
LIQUID-COOLED OVER 60KW – 150KW	\$650	\$900	\$1,750
CHECK BOX FOR DESIRED PLAN			

Standard Points of Inspection*

Pre-Start Generator Checks:

- Inspect Generator Control Panel
- Check Run History on Controller
- Inspect Fuel Lines & Connections
- Inspect Fuel Level
- Inspect Oil Level & Condition
- Inspect Leaks
- Inspect Accessory Drive Belts
- Inspect Hoses & Clamps
- Inspect Coolant Level & Cap
- Inspect Air Inlets & Clear Debris
- Check Wiring for Loose Connections, Corrosion & Damage
- Clean & Tighten Battery Terminals
- Check Battery Charge State
- Gas Pressure Test
- Clean Exterior & Interior of Generator

Pre-Start Transfer Switch Checks:

- Inspect Dead Front & Cover
- Remove Dust, Debris & Grease
- Check Wiring for Loose Connections, Corrosion & Damage
- Inspect Fuses, Relays & Breakers

Tune Up (If Applicable):

- Change Engine Oil with Synthetic
- Replace Oil Filter
- Replace Air Filter, if needed
- Replace Spark Plugs
- Check Wiring for Loose Connections, Corrosion & Damage
- Clean & Tighten Battery Terminals
- Transfer Power (If ATS Accessible) for 10 Minutes

Generator Operations Checks:

- Check Battery Charge State
- Check Battery Cranking Voltage
- Gas Pressure Test
- Check Generator Voltage, and Amperage Output
- Check Fuel Pressure Under Load
- Clean Exterior & Interior of Generator
- Run 5 Minutes No Load

*Points of inspection may be modified as needed for various system requirements.

** Customer must agree to be home to avoid damage to sensitive equipment.

***Batteries are now a part of all contracts. Batteries are the #1 cause of generator failures in a power outage!

Terms and Conditions

1. **Pre-Agreement Inspection.** Original acceptance of this Agreement is subject to inspection and approval by one of APS's authorized personnel.
2. **Property Access.** The Customer must make his/her property available to APS for the Full Inspection based upon service plan.
3. **Fee Schedule.** The fee schedule for Scheduled Maintenance Agreement is based on the current price structure for services provided.
4. **Extension of Term.** The term of this Agreement shall be one year and will be automatically extended on a year-to-year basis unless either the Customer or APS gives written notice of termination to the other party 30 days prior to the expiration date of the term. This Agreement may be subject to modification as to price or other terms and conditions effective on the anniversary date of the Agreement.
5. **Notification of Property Transfer or Sale.** The Customer agrees that if the property at which the generator subject to the Scheduled Maintenance Agreement is sold or transferred during the period of this Agreement, he/she will notify APS and the new owner within 15 days of the sale or transfer. **This Agreement has no refund value.**
6. **Termination.** This Agreement auto-renews. Notwithstanding the foregoing, the Customer has the right to notify APS to discontinue the service and terminate this Agreement. Notification shall be in writing delivered to APS at the address stated on this Agreement. Any renewal payments not received within 45 days of invoice date will result in the SMA being terminated. If customer cancels this agreement, NO REFUNDS will be provided, and APS will complete the contract agreement.
7. **Limitations on Liability.** The Customer hereby releases the Company and agrees to hold the Company harmless from all liability for any loss, damage or injury to person or property unless such loss, damage or injury is solely caused by the gross negligence of APS. Without limitation, the Company shall not be liable for any parts or labor due to abnormal conditions such as, but not limited to, water damage, freezing, floods, hurricanes, tropical storms, fires, wars, any act of God, lack of access to the property, power failures, or any damages incurred by Customer delays or failure to request service that is beyond the Company's control. APS will not be held responsible for any system failures due to excessive debris in or around the generator unit: such debris being, but not limited to, sawdust, insulation, rodent or animal infestation, excessive pet hair, vegetation, landscaping, stored materials, any materials that block airflow around the unit, etc. THE CUSTOMER SPECIFICALLY AGREES AND COVENANTS THAT IN NO EVENT SHALL THE LIABILITY OF APS FOR LOSS, DAMAGE OR INJURY TO PERSON OR PROPERTY EXCEED AN AMOUNT EQUAL TO THE CHARGE TO THE CUSTOMER FOR THE 1 YEAR PERIOD OF SERVICE DURING WHICH SUCH LOSS, DAMAGE OR INJURY OCCURS, AND IN ANY EVENT, THE CUSTOMER AGREES AND COVENANTS THAT SUCH LIABILITY OF THE COMPANY SHALL NEVER EXCEED THE MAXIMUM SUM OF ONE THOUSAND (\$1,000) DOLLARS. IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, DOWN TIME, OR ANY DAMAGES OTHER THAN THOSE PROVIDED FOR ABOVE. The Company provides no warranty, express or implied other than that provided by the manufacturer, including any warranty as to merchantability or fitness for a particular purpose. Initial Here _____
8. **Customer Responsibility.** Customer acknowledges that this Scheduled Maintenance Agreement does not cover all maintenance. This Scheduled Maintenance Agreement only covers those items specifically contained herein. In addition to those matters contained in Section 8 herein, APS shall not be liable for any system failures, any loss, damage or injury to person or property resulting from Customer's failure to maintain the generator in accordance with the terms and requirements of the owner's manual. THE CUSTOMER ACKNOWLEDGES THAT THEY HAVE READ THE OWNER'S MANUAL, THAT THE CUSTOMER UNDERSTANDS THEIR OBLIGATIONS AND REQUIREMENTS THEREUNDER. Initial Here _____
9. **Governing Law.** The parties agree that this agreement has been executed and delivered in the State of Florida and shall be construed in accordance with the laws of the State of Florida. Venue for any proceedings herein shall be in Palm Beach County, Florida.
10. **Force Majeure.** The performance by APS of its' obligations under this agreement shall be subject to floods, hurricanes, tropical storms, strikes or other labor disputes, fires, accidents, wars, delays of carriers, restraints of governments or any other cause beyond the reasonable control of APS.
11. **Modifications/Entire Agreement.** This Agreement may not be modified in any respect except by an instrument in writing and duly signed by the parties hereto. The parties agree that this Agreement contains all the terms and conditions of the understanding between the parties hereto and that there are no oral understandings whatsoever between them. Customer acknowledges that APS has not authorized any service technician or salespersons to make changes to or additions to or deletions from this Agreement.
12. **Assignment.** APS may assign this Agreement without Customer's consent.

Customer Name: _____ Email: _____

Street Address: _____ Phone: _____

City: _____ State: _____ Zip Code: _____

Generator System Info			
Make	Model	Size	Serial

CC Number: _____ Expiration: _____ Billing Zip: _____

Signature: _____ Date: _____