



RESIDENTIAL SERVICE MAINTENANCE AGREEMENT (SMA)

	SILVER	GOLD	PLATINUM
MAINTENANCE PLAN DETAILS			
NUMBER OF VISITS ANNUALLY	2 PER YEAR	3 PER YEAR	4 PER YEAR
FULL INSPECTON (SEE LIST BELOW)	1 MAINTENANCE 1 TUNE-UP	2 MAINTENANCE/ 1 TUNE-UP	3 MAINTENANCE/ 1 TUNE-UP
BATTERY REPLACEMENT	1 TIME EVERY 2 YEARS	1 TIME EVERY 2 YEARS	1 TIME EVERY 2 YEARS
GENERATOR MONITORING	AVAILABLE EXTRA CHARGE	AVAILABLE EXTRA CHARGE	INCLUDED IF EQUIP PURCH.
DISCOUNT ON PARTS FOR REPAIRS	5% PARTS DISCOUNT	10% PARTS DISCOUNT	15% PARTS DISCOUNT
MAINTENANCE HOURS	8 AM to 5 PM	8 AM to 5 PM	8 AM to 5 PM
OFFICE EMERGENCY CONTACT TIME	24 HOURS FROM YOUR CALL	24 HOURS FROM YOUR CALL	12 HOURS FROM YOUR CALL

MAINTENANCE AGREEMENT PRICING

CIRCLE THE MAINTENANCE PLAN YOU WOULD LIKE TO PURCHASE

GEN SIZE 10K - 26K (AIR-COOLED)	\$ 495 ANNUALLY	\$ 695 ANNUALLY	\$ 1,350 ANNUALLY
GEN SIZE 15K - 60k (LIQUID-COOLED)	\$ 595 ANNUALLY	\$ 850 ANNUALLY	\$ 1,550 ANNUALLY
GEN SIZE 60k - 150K (LIQUID-COOLED)	\$ 695 ANNUALLY	\$ 950 ANNUALLY	\$ 1,750 ANNUALLY
MULTIPLE YEAR DISCOUNTS	NONE	5% OF TOTAL	10% OF TOTAL
YOUR EXISTING SERVICE PLAN	SILVER	GOLD	PLATINUM

WHAT IS INCLUDED WITH THE MAINTENANCE AGREEMENT

PRE-START GENERATOR MAINTENANCE

- } Inspect Control Panel
- } Check Run History on Controller
- } Inspect Fuel Lines & Connections
- } Inspect Fuel Level (If Applicable)
- } Inspect Oil Level & Oil Condition
- } Inspect for Leaks
- } Inspect Accessory Drive Belts
- } Inspect Hoses & Clamps
- } Inspect Coolant Level & Coolant Cap
- } Inspect Air Inlets & Clear any debris
- } Check Wiring for Loose Connections
- } Clean & Tighten Battery Terminals
- } Check Battery State
- } Gas Pressure Test
- } Clean Interior & Exterior of Generator

PRE-START TRANSFER SWITCH CHECKS

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

GENERATOR TUNE-UP

- } Change Engine Oil with Synthetic Oil
- } Replace the Oil Filter
- } Replace the Air Filter (if needed)
- } Replace Spark Plugs
- } Check Wiring for Loose Connections, Corrosion
- } Clean & Tighten Battery Terminals
- } Transfer Power (if ATS Accessible) for 10 mins
- } Check Battery State
- } Check Battery Cranking Voltage
- } Gas Pressure Test
- } Check Generator Voltage & Amperage Output
- } Check Fuel Pressure under Load
- } Clean Interior & Exterior of Generator
- } Run Generator 5 minutes no load

Service Maintenance Agreement Terms and Conditions

Generator Maintenance is not a repair, generator repairs are diagnosed separately from a maintenance visit. Repair rates are subject to a \$ 210 Troubleshoot Charge, which is credited 50% against any approved repair. Repair rates are \$ 210 for the first hour, and \$ 125 / hr. after the first hour. If the troubleshoot diagnosis suggests a warranty repair, we will file a warranty claim with the manufacturer, and would refund the troubleshoot charge when the warranty claim is approved and paid to APS.

1. **Pre-Agreement Inspection.** Original acceptance of this Agreement is subject to inspection and approval by one of APS's authorized personnel if you are a new customer or have not been serviced in more than 12 months.
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.

Signature: _____ Date: _____



Assurance Power Systems, LLC, a Florida Limited Liability company ("APS")
1595 SW 4th Ave, Delray Beach, FL 33444 O: 561-886-0470
www.assurancepower.com

Debit / Credit Card Authorization Form

Credit Card Information				
Card Type:	<input type="checkbox"/> VISA	<input type="checkbox"/> M-CARD	<input type="checkbox"/> DISCOVER	<input type="checkbox"/> AMEX
Cardholder Name (as shown on card): _____				
Card Number: _____				
Expiration Date (mm/yy): _____				
Cardholder Address (from credit card billing) _____				
Cardholder ZIP Code (from credit card billing address): _____				

I, _____, authorize Assurance Power Systems, LLC to charge my debit/credit card above for agreed upon services or purchases. I understand that my information will be retained only in masked format for future use on my account.

Please complete all fields. You may cancel this authorization at any time by contacting us. This authorization will remain in effect until cancelled.

Cardholder / Customer Signature

Date