

REQ. # 1414601  
 P.O. # 146075  
 VEND # 101055

10-4136-207

2019



**TECH CONNECT**

**EQUIPMENT MAINTENANCE AGREEMENT – STANDARD**

Customer P.O. # \_\_\_\_\_ Tech Connect Contract # \_\_\_\_\_  
 Company Tooele County IT & Emerg Mg Contact Denise Lawrence Phone 435-843-3195  
 Address 47 South Main Street City, St, Zip Tooele, UT 84074 Phone \_\_\_\_\_  
 Commencement Date 1/1/19 Duration 1 Year Billing Cycle Annual

Equipment	<u>Gamatronic 40kVA</u>	SN	<u>1135-754296</u>	P.M. Interval	<u>6 Months</u>	Mfg. Year	<u>2011</u>
Equipment	<u>Gamatronic 40kVA</u>	SN	<u>1042-720138</u>	P.M. Interval	<u>6 Months</u>	Mfg. Year	<u>2011</u>
Equipment	<u>Heritage 20kVA</u>	SN	<u>11120003510002</u>	P.M. Interval	<u>6 Months</u>	Mfg. Year	<u>2010</u>

Standard Full Service Agreement

Remedial Maintenance Level (RM) A Level A: 24 Hours/Day, 365 Days/Yr.  
 Preventative Maintenance Level (PM) C Level B: Mon to Sat 8 AM to Midnight  
 Level C: Mon to Fri 8 AM to 5 PM  
 Level T: Time & Material

Contract Amount: \$ 11,795.00 + Sales Tax

1. Tech Connect agrees to provide Preventative Maintenance (PM) services and Remedial Maintenance (RM) services in a professional and timely manner. Under a Standard Full Service agreement, Tech Connect will provide and bear the cost of all parts, labor, travel, and freight (except as noted in Paragraph 2) when needed repairs are due to normal wear and tear. Parts will be furnished by Tech Connect on an exchange basis, with removed parts, including battery cores, belonging to Tech Connect. New or recycled parts may be used in repairs, depending on availability. Parts will be obtained as quickly as possible by Tech Connect. Tech Connect will install upgrades issued by the manufacturer to remedy design flaws. If Tech Connect requires assistance from any other company to complete any repair, Tech Connect will bear the cost of such assistance.
2. Consumable Items such as batteries, fans, and capacitors:  
 A Standard Full Service Agreement includes the cost of consumable items except batteries, full fan replacement, and full capacitor replacement. The cost of the items is additional, along with the cost of shipping and handling. There is no charge for labor to install these items if purchased from Tech Connect.
3. Customer agrees to notify Tech Connect immediately of equipment failures, and to allow Tech Connect full access to the equipment and appropriate use of site equipment and communications facilities at no charge.
4. Customer agrees to pay Tech Connect at the standard Time and Material rate for any service performed at the customer's request outside the contracted time windows or service levels, or for any equipment repair or battery replacement found to be necessary during the initial Inspection/Preventative Maintenance visit, or for service required due to causes other than normal wear and tear such as:  
 1) Unauthorized repairs or modifications by non Tech Connect personnel. 2) Fault or negligence or misuse on the customer's part, including operation in unsuitable environment. 3) Catastrophe, natural disasters, Acts of God, etc. 4) Catastrophic failures, such as fire or explosion inside the equipment. Tech Connect will not be liable for lost work or damage to other equipment as a result of operation, malfunction, or shutdown of the equipment covered by this contract.
5. Tech Connect will not be liable for problems that existed in the equipment prior to the commencement of this contract. Tech Connect's liability to repair a UPS will commence only after Tech Connect's Service Personnel have the opportunity to fully test and evaluate every function including Rectifier, Inverter, Metering, Communications, Battery System, Bypass functions, and all circuit breakers.
6. End of Life: When covered equipment becomes so old that parts are no longer available from the manufacturer, Tech Connect's responsibility to repair the equipment will terminate. Tech Connect will not replace or upgrade the equipment under this contract.
7. Payment and Cancellation: Payment must be received in order for this agreement to commence, and before services will be rendered. Tech Connect will invoice and the Customer will pay in a timely manner to renew this contract for the ensuing contract period. Either party may cancel the contract upon 30 days written notice. If the contract is cancelled a prorated refund will be given.
8. For service call Tech Connect 24 hours a day: 801-298-9087.

**CUSTOMER ACCEPTANCE**

Authorized Signature Denise Lawrence  
 Title Int Director Date 12/31/18

**TECH CONNECT ACCEPTANCE**

Authorized Signature [Signature]  
 Title SALES ENGR Date 12/31/18

If formal signing is not available immediately, customer acknowledges receipt and review of contract: \_\_\_\_\_