



DSH Contracting, LLC

870 Highland Road

Newtown, PA 18940

215.369.0593

contact@dshcontracting.com

Residential Generator Maintenance Contract

This agreement is made between DSH Contracting, LLC (Contractor) and the Customer (Customer) on the date written beside our signatures.

Contractor

DSH Contracting, LLC

870 Highland Road

Newtown, Pennsylvania 18940

Work Phone Number: 215-369-0593

Email Address: contact@dshcontracting.com

State Registration Number: PA007839 – NJ #13VH02598500

DSH Contracting, LLC is operating as a limited liability company in the state of Pennsylvania.

DSH Contracting, LLC will be referred to as Contractor throughout this agreement.

Customer

Name: _____

Address: _____

Telephone: _____

Email: _____

Customer will be referred to as Customer throughout this agreement.

Purpose:

Contractor is in the business of installing generators and providing certain specified services related to those generators to its Customers. This Agreement has been prepared to provide an annual service plan to keep the installed equipment in the highest state of readiness should an outage occur. The Customer wishes to retain DSH Contracting, LLC to provide the services specified below under the terms and conditions of this Agreement and the parties agree as follows:

Term:

The term of this Agreement shall be one (1) year from the date specified above, and it shall be automatically renewed for an additional one (1) year period, and from year to year thereafter, unless either party requests termination in writing of this Agreement at least sixty (60) days prior to the Agreements anniversary date. Nothing in this Agreement shall be construed as a guarantee by Contractor of any continued obligation of services after the expiration of this Agreement.

Compensation:

Customer agrees to pay Contractor \$_____ for the performance of services, as defined. By this agreement, Customer authorizes Contractor to bill Customer at a rate of \$_____ in _____ installments. Payment is due at time of Agreement signing and at anniversary date thereafter. Contractor will bill for services annually.

Scope:

The list of services set forth in this Agreement are exclusive, and the parties agree that no provision of this Agreement shall be construed as a product repair and/or replacement warranty, or a warranty of any other type. This Agreement shall not be construed to hold Contractor liable for damages caused by the failure of the generator or transfer equipment. This agreement is strictly a maintenance service agreement only. Contractor will not be liable for any special, incidental or consequential damages resulting from any party's negligence or breach of warranty, including, but not limited to, damage to or loss of other equipment or property, loss of profits or revenue, expenses (including attorneys' fees), or business interruption, arising out of the installation, maintenance or service of the generator.

Priority:

Customers with signed Service Agreements will receive top priority over others, however in the event of an outage Customer understands and agrees that Contractor service personnel will assign priority to restoring generator service & making generator repairs as rapidly as possible to the broadest range of customers. Responses to requests for generator service, and appointments for the same, may be delayed, postponed or re-scheduled in the event of outages.

Access to Equipment:

Contractor will notify the Customer forty eight (48) hours prior entering the property to perform maintenance. Customer shall provide access to the equipment 365 days a year for the purpose of providing maintenance service.

Service:

Service appointments are performed during normal business hours. Additional charges may apply for requests for after normal business hours, weekends and/or holidays. A discount of 20% will be extended to all labor charges for any scheduled and unscheduled maintenance visits requiring diagnosis, service, or repair. All hard parts outside of warranty items will be billed at full price.

Recurring Services Provided:

As may be applicable to Customer's specific model generator, DSH Contracting, LLC agrees to provide services listed below within two (2) separate site visits per year. Trip 1 will typically consist of engine service related items as well as electrical & load testing. The transfer switch will be tested at this time. Trip 2 will typically consist of a visual check of the unit as well as fluids. A test run will be performed.

Generator Manufacturer: _____ Model: _____ Serial No/Spec No: _____

Engine Hours Contract Start: _____ Firmware Version: _____ Other: _____

Transfer Switch: _____ Other Equipment: _____

Generator has been installed and complies with KOLHER's installation and operating documentation. Yes No

Warranty¹: Yes No Warranty Begin Date: _____ 5/2 Parts & Labor Parts Only

¹Kohler Standard Limited Warranty is 5 years: 2 years parts and labor, 3 year parts only.

Service on all models to include the following:

- Change engine oil and filter after manufacturer's recommended maintenance schedule of _____ hours or _____ months from _____.² Please note: If generator running hours exceed the hours in the recommended maintenance schedule prior to the end of the contract cycle the customer must notify DSH Contracting, LLC³;
- Inspect, clean and/or replace filters per recommended maintenance schedule;
- Inspect and clean oil cooler;
- Check and/or replace spark plugs per recommended maintenance schedule;
- Check air inlets and outlets for debris. Clean as necessary;
- Check battery, connections and charging system;
- Check and add engine coolant if applicable (replace engine coolant as needed);
- Check and lubricate engine linkages and adjust as necessary;
- Check condition of brushes & slip rings if applicable;
- Check voltage and frequency produced by generator and adjust to proper settings;
- Check operation of transfer switch;
- Operate generator under load for ten minutes and check voltage and frequency annually subject to agreement with customer;
- Check generator event log for system operation errors if applicable;
- Upgrade of controller firmware to latest version if needed;
- Confirm Customer's ability to operate basic generator controls, check oil levels and, if necessary, offer limited instruction on these points;
- Provide report to Customer of any condition that may require additional service and/or that may/may not fall under the manufacturer's warranty⁴;
- File & maintain all warranty claims;
- Provide maintenance records to customer.

Should the need for additional repairs be determined at the time of service, DSH Contracting, LLC will notify the customer promptly and will not perform the work without prior authorization. Additional work will be performed on a time and materials basis and time will be billed at our posted hourly rate minus a 20% discount. All hard parts outside of warranty items will be billed at full price.

Remote Monitoring:

Contractor will monitor the Customer's equipment remotely via KOHLER OnCue Plus⁵ for exercise status, event history, and general fault conditions. Contractor will notify Customer of any high priority status updates warranting a service visit. A normal service charge will apply if service is determined to be needed.

²Normal generator operational hours generally do not exceed the manufacturer's recommended interval for oil changes. This agreement assumes normal operating conditions throughout the year and entitles the Customer to one oil change per year. In the event that the customer requires more than one oil change within a contract cycle, the rate will be \$150.00 per oil change.

³Customer is responsible for checking oil levels throughout the year and once every 8 hours during constant run times.

⁴Additional charges may result if installation is not in accordance with KOHLER's recommended installation guidelines.

⁵OnCue Plus service must be installed on the customer's equipment. An additional service charge will apply if the customer's equipment needs to be updated or OnCue Plus installed at the time of Agreement signing.

Governing Law:

This Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of Pennsylvania.

Complete Agreement:

This Agreement represents the entire agreement of the parties.

This agreement is entered into as of the date written below.

(Customer Signature)

(Date)

(Printed Name)

DSH Contracting, LLC

(Signature)

(Date)

(Printed Name)

SAMPLE