



Annual Service Agreement 2 Services

This is an agreement between Elite Iron & Electric and _____ (“Client”), whose mailing address is _____ for work completed at _____.

Elite Iron & Electric and Client agree to the following terms: Elite Iron & Electric will provide the services detailed in the following specifications. Client will pay the charges agreed to in this document and under the terms and conditions specified here. Regularly maintained automatic gate systems have been proven to operate more efficiently, providing less downtime, and maintaining the security of the home and property. Regular maintenance normally extends the life of your gate system, gaining you the maximum use of your system.

Annual Agreement: \$800 a year or \$85 monthly.

This annual service visit will include a general maintenance review twice a year, to include but not limited to:

- Observe overall performance of each system
- Inspect gate hinges, gate arms, and structural members of swing gate systems
- Inspect track, structural supports, tail sections, chains and stops of sliding, gate systems
- Lubricate as require items #2 and / or #3
- Remove motor covers to inspect, remove debris, lubricate and adjust limit controls. Inspect oil levels where applicable, add if needed
- Determine condition and performance of safety systems such as loop detectors, safety edge, photo eye systems, timers, and signage where applicable
- Report water exposure from sprinkler systems that striker operator
- Examine performance of remote-control systems such as radio receivers
- Check function of gate lock system if applicable
- Report appearance condition of gate and operator housing such as paint chipping, rusting or physical damage.
- Inspect, operate and report conditions of barrier gates and in ground tire damage devices. Lubricate and adjust as needed.
- Check battery backup functions and replace batteries as needed
- Upon completion of periodic maintenance, provide a service report to customers of any conditions discovered which may be cause for additional repairs or replacements.

Any additional work will be provided to the Client as a proposal requesting approval for the work requested and acknowledgement of the out of pocket expense that will be incurred. Note: electricians can go out without notice even with regular maintenance, this is unpredictable and will be reported when issue(s) arises.

Hours of Maintenance:

Maintenance visit will be Monday to Friday within the hours of 7:30am to 4:30pm and will be scheduled at the discretion of Elite Iron & Electric and can be adjusted without penalties to either party. This contract is for two service calls for maintenance, with additional service calls to be charged at a discounted rate of \$125 for the first hour of coverage, additional hours will be at \$110 per hour.

This service agreement EXCLUDES after hour service call, holidays and weekends, parts* with exceptions and any damage not covered by normal wear and tear, an example: car damage from hitting the gate or vandalism/tampering with OR any unauthorized personal working on OR trying to work on equipment.

*Part exceptions: belts, limit switches, limit cams, gear oil, small nuts, bolts, wiring less than 8 feet, and others at the discretion of Elite Iron & Electric.

Payment: Agreed-upon tasks require a signed estimate form. Changes must be accompanied by a signed change order reflecting price changes. Because we schedule daily bases on anticipated work, payment is expected even if your schedule changes dates. Clients will be billed monthly if they choose that option, yearly payment will be billed at the start of the year. Invoice must be paid in full within 30 calendar days of the invoice date. With failure to do so, 10% interest will be compounded monthly. In the event of Client breach of this agreement, Elite Iron & Electric shall be entitled to reasonable attorney fees (including principal and interest) and/or collection fees, cost, expensed and expert witness fees. In the event Elite Iron & Electric files suit, Client consents and submits to jurisdiction in Riverside County, California for any suite, action, or proceeding arising out of this contract. Client expressly waives the right to a jury trial in the event of any litigation between Elite Iron & Electric and Client arising from this contract any amendments and/or modifications to the contract, and any work and/or charge orders arise from this contract. Additional, excessive late payments (three late payments in a calendar year) will constitute cancellation of the contract. If the Client wants to renew the contract for the following year they are required to pay the yearly fee up front, monthly payments are not provided.

Discount: To be given on excluded items with signed agreement and current balance at zero.

Final Terms: This agreement begins on the date the Client signs this and will end on December 31st of the current year, to be signed again at the start of the upcoming calendar year (January 1st). Additionally, if this contract is not signed at the start of the year by returning Clients who have a previous signed contract, Elite Iron & Electric will not prorate your billing, and will not offer the yearly with the discount included. Cancellation requires 30-days notice to Elite Iron & Electric, and payment will be required for that period. Both parties read the terms and conditions of this agreement and agree to the terms and conditions to be bound by them, as represented by signatures below.

Client: _____

Elite Iron & Electric: _____

David Roth, Service Manager

Date: _____

Date: _____