

**SERVICE AGREEMENT**

This Service Agreement ("Agreement") is entered into by and between Alamo Lighting & Electric Inc. ("Company") and the customer whose name and address are listed below ("Customer") as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date"). Contractor and Customer may each be referred to herein as a "Party" and collectively as the "Parties" to this Agreement.

Customer Name: \_\_\_\_\_

Contact Name (if different from Customer Name): \_\_\_\_\_

Customer Address: \_\_\_\_\_

Service Address (if different from Customer Address): \_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Annual Service Fee: \$ \_\_\_\_\_

**TERMS AND CONDITIONS**

1. Services and Service Limitations. Company shall perform monthly checks on Customer's generator to test the generator for functionality ("Services"). Company's Services shall not include any services necessary to repair the generator but shall be limited to a diagnostic testing of the generator. Repairs without additional cost to the customer may be made if the generator is under manufacturer's warranty.

2. Term. The term of this Agreement shall commence on the effective date and shall automatically renew an annual basis thereafter ("Renewal Term") unless either Party provides at least sixty (60) days' written notice of termination prior the expiration of the Renewal Term.

3. Invoicing and Late Fees. Company will invoice Customer for the Annual Service Fee after the performance of the Services. If the Annual Service Fee is not paid within 60 days from the date of the invoice, Customer shall pay a late fee in the amount of \$ \_\_\_\_\_. In addition, Customer agrees to pay 1-1/2% interest for each month the balance due on the invoice remains outstanding until the invoice and all late fees are paid in full. In the event Customer issues a returned check, Customer agrees to pay a \$75 fee.

4. Scheduling of Services and Contact Information. Company shall contact Customer on an annual basis to schedule a date for the Services to be performed ("Service Date") at the telephone number and email address listed above unless Customer provides Company written notice of any change in contact information at least sixty (60) days prior the expiration of the Renewal Term. Company shall attempt to schedule services three times. If Customer fails to respond to Company's scheduling attempts or Company is unable to contact Customer with the written contact information provided by Customer, Customer shall be responsible to pay the Annual Service Fee upon Customer's receipt of Company's invoice.

5. Customer Obligations. Customer is obligated to ensure the following are available prior to the Service Date: (1) a stable, reliable internet connection; and (2) sufficient fuel for Company to perform the Services. Customer is solely responsible for maintaining the Generac generator. Customer is obligated to notify Company of any potential or actual condition or issues that may affect the proper operation of the generator at the time of the scheduling of the Service Date. Company shall not be liable for any errors or omissions in Services or the improper operation of the generator due to Customer's failure to comply with Customer's Obligations set forth in this Section 5.

6. Acceptance of Services. Customer's payment of Company's invoice shall be deemed acceptance of all of Company's obligations under this Agreement, including the completion of the Services.

7. Indemnification. Customer shall defend, indemnify, and hold harmless Company, its officers, directors, agents, representatives, contractors, employees, successors, and assigns, from and against any and all actions, claims, suits, demands, judgments, losses, costs, expenses, and damages, including attorney's fees, arising out of or relating to Customer's failure to comply with its obligations set forth in Section 5 of this Agreement.

8. Headings. The headings herein are for convenience of reference and shall not in any way affect the meaning or interpretation of this Agreement.

9. Waiver. Company's waiver of any breach or any provision of this Agreement by Customer shall not operate or be construed as a continuing waiver of any subsequent breach.

10. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and shall not be amended except in writing signed by both Parties.

11. Governing Law. This Agreement shall be governed by and enforceable in accordance with the laws of the State of Texas.

12. Severability. If for any reason, any provision of this Agreement is held invalid or unenforceable, the remaining provisions of this Agreement shall nevertheless be valid and enforceable as though the invalid or unenforceable provisions had not been included herein.

13. Third Party Beneficiaries. There are no third-party beneficiaries under this Agreement, whether express or implied.

14. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all signing Parties had signed the same document. All counterparts shall be construed together and constitute the same agreement.

15. Assignment. Customer shall not assign this Agreement in whole or part without the prior written consent of Company. Company may assign this Agreement at any time without Customer's consent.

16. Arbitration. In the event of disputes between the Parties with respect to the terms and conditions of this Agreement or the performance of the Services, such disputes shall be resolved by and through an arbitration proceeding under the auspices of the American Arbitration Association (or any like successor organization thereof) in San Antonio, Texas. Such arbitration proceeding shall

be conducted in as expedited a manner as is then permitted by the commercial arbitration rules (formal or informal) of the American Arbitration Association. Both the foregoing agreement of the Parties to arbitrate any and all claims and the results, determination, finding, judgement, and award rendered through such arbitration shall be final and binding on the Parties to this Agreement, and a judgment of any Texas court of competent jurisdiction may be rendered upon any arbitration award rendered pursuant to this Section. Arbitration shall be initiated by written notice from either Party to the other Party. The arbitration shall be conducted before one (1) arbitrator selected in accordance with the rules of the American Arbitration Association.

17. **LIMITATION ON LIABILITY. COMPANY'S LIABILITY, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID FOR ITS SERVICES, AND THE RECOVERY OF SUCH AMOUNT SHALL BE CUSTOMER'S EXCLUSIVE REMEDY.**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date set forth above.

**Customer:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

**Company:**

ALAMO LIGHTING & ELECTRIC INC.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name