

TERRY CHAPMAN MAINTENANCE (TCM)

Telephone (661) 755-1974

Fax (661) 269-0799

SERVICE CONTRACT

This service contract is between **Terry Chapman Maintenance** and Wm. S. Hart UHSD (customer). With TCM's and Customer's Signature/Date completed at the bottom of this contract, both parties agreed upon the terms and conditions within this contract.

1. Customer requested TCM to provide services at the prices noted and which Customer has authorized by initialing and dating service line items(s).

Services:	Price	Initial	Date
Complete Package (Included are all services listed below)	\$450.00		
Compliance Package (All compliance related services)	\$		
Site Service and Equipment Maintenance Package	\$		
Monthly alarm Monitoring Package	\$		
Services include but are not limited to: Annual Permits, annual monitoring registration, Monthly inspection and completion of required forms; scheduling Annual 461 and any other required tests and follow through completion. Prepare and provide required paper work for school district and related governmental agencies. Provide Annual Certification for Veeder Root TLO 350 Monitoring System	\$		
Total Monthly Cost	\$450.00		

2. These selected service items(s) are to be performed at Customer's UST site and contract personnel as described below. The Customer's billing name, address, and contact personnel are as noted below.

Site Name Wm. S. Hart UHSD	Billing Name: Wm. S. Hart UHSD
Address: 21429 Centre Pointe Pkwy Santa Clarita CA 91350	Address 21380 Centre Pointe Pkwy Santa Clarita CA 91350
Contact: Brad Renison	Contact: Accounts Payable
Telephone # 661-259-0033 x-342	Telephone: 661-259-0033 x-216

3. This TCM Service Contract signed and dated by Customer and TCM will be for a period no less than one (1) year from signatures and date unless stated otherwise below. This contract will automatically renew on a yearly basis on the date the original contract was executed.

4. Payments: Initial set-up charges of \$ -0-, is due on the day this contract is executed. This set-up fee is nonrefundable. During the term of this contract the total monthly cost of \$ 450.00 shall be due and payable on or before the first of every month. All payments shall be made to Terry Chapman Maintenance. There will be a charge of \$25.00 for the handling of refused checks.

5. This contract supersedes any and all prior statements or promises written or oral and is the only contract recognized between TCM and the Customer, unless otherwise stated in writing and signed by both parties.

6. Special

Instruction: Alter #3 to Read: Contract is effective July 1, 2020 through June 30, 2021. ADD #7: Cancellation: The Customer may cancel this service contract by giving written thirty (30) day notice

Accepted by:	Accepted by: <i>Terry Chapman</i>
Print Name: Ralph Pescheck	Print Name: Terry Chapman
Title: Chief Business Officer	Title: Owner TCM

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7. **Cancellation:** The customer may cancel this contract by giving written notice 30 days in advance and at the same time by paying TCM a sum equal to the balance of the contract and any outstanding amounts previously due by unpaid.
8. **Nonpayment for 30 days** will be considered an automatic cancellation, and the Customer by this contract agrees to pay all due unpaid balances including the balance of the contract with 30 days plus any and all costs incurred in the process of collections. A monthly service charge of 1-1 1/2% on all unpaid balances. The Customer is also liable for any and all cost that may be incurred by TCM if litigation proves necessary.
9. **TCM may terminate this agreement on 30 days notice in writing to the Customer.** The Customer agrees to pay all past due installment payments in addition to the service charges for the month in which the cancellation occurs. The Customer is not entitled to any refund or credit.
10. **Warrantees:** TCM will make every effort to provide the highest quality service and to provide the most accurate up to date information to its Customers all times. Assisting the Customer in all aspects of tank management. Any equipment or parts installed under the construction services division of TCM will be warranted for a period on year from the date of acceptance by Customer. TCM will not warranty any equipment or products, which have been subject to misuse, negligence, or modified, repaired by unauthorized persons.
11. **Limited Liability:** the customer by this contract agrees that TCM has no liability or responsibility for any regulatory actions brought on by any government or private authorities against the Customer. TCM has no liability or responsibility for any product release or clean up of such release. TCM has no liability or responsibility for any equipment failures or personal injury related to the day to day operation and management of the underground storage tank(s).
12. **Limitation of Damages:** Under no circumstances shall TCM be liable for any incidental, consequential or specific damages, losses or expenses arising from this contract or its performance or in connection with the use of, or inability to use, TCM services or products for any purpose whatsoever.