

## 308 South Main Street . Owasso, OK 74055

## **Scheduled Maintenance Agreement**

This agreement is between Commercial Power Solutions, LLC (CPS) and Muskogee County Sheriff Department (the Customer) for the scheduled maintenance of the emergency power system(s) located at 122 S. 3rd St., Muskogee, OK 74401

The following equipment is covered by this agreement:

Onan generator Cummins / Onan ATS Model # 125.0DVD-15R/28387 B

Serial # F860825779

Model # OTECC-1333265

Serial # B130457053

This agreement shall be in effect for a term of one (1) year from the date of the Customer's signature below and will be subject to the following:

- 1. The Customer shall remit the full amount of \$1,350.00, plus any applicable taxes, payable upon receipt of invoice from CPS (this agreement is not an invoice). Invoices are payable via check, credit card, and cash. There will be a 3% surcharge of the total invoice amount for credit card payments.
- 2. CPS will perform scheduled maintenance inspections of the above equipment 4 times per year at approximately 3 month intervals.
- 3. All items on the attached inspection form that are applicable to the above equipment will be inspected during each maintenance visit. A copy of the completed form will be provided to the Customer. Any problems or issues with the equipment will be noted on the form and a CPS service consultant will contact the Customer to discuss possible courses of action.
- 4. The following items shall be performed one time per year: Replacing the engine oil, oil filter(s), and fuel filter(s) as applicable. Independent laboratory analysis of a sample of the used oil.
- Coolant maintenance will be performed during scheduled maintenance visits. This only includes testing for freeze point and inhibitor levels. Conditioners will be added as needed. If additional coolant is required, it will be billed in addition to the agreement amount.
- Air filters will be inspected at each visit and replaced as needed. The cost of the air filter will be billed in addition the agreement amount.
- 7. The Customer authorizes CPS, at the time of the maintenance visit, to make repairs needed for proper operation of the equipment as long as the cost of the repairs does not exceed \$\_\_\_\_\_. Any repair made will be noted on the inspection form.
- 8. This agreement does not include any parts and services not specifically mentioned in this agreement. Return visits to make repairs are not included in this agreement. All parts and services not covered by this agreement will be billed at CPS's prevailing rates.
- 9. CPS warrants its work for a period of sixty (60) days from the date of service. This warranty is limited to failure as a result of workmanship and does not include failures resulting from repairs made by someone other than CPS, misuse, negligence, accident, over-loading, over-speeding, fire, flood, vandalism, theft or any other acts beyond the control of CPS.
- 10. Failure of any new parts installed by CPS during the course of maintenance service shall be covered by the warranty provided by the manufacturer of those parts.
- 11. CPS's liability under this agreement, if any, shall be limited to the contract amount of this agreement. In no event shall CPS be liable for any consequential, incidental or exemplary damages, including, but not limited to, loss of profits or down time.
- 12. This agreement may be cancelled by either party with a thirty (30) day written notice.

Confine can rower solutions, LLC and the customer have agreed to the above on this day.		
By:	Kimberly Number:	
	Commercial Power Solutions C.C. Customer	
	and day of March 20 25	
Date: _	March 12, 2025	
	Chairman Wember Member Xemple Ton	3/2