

REA Service Inc
2603 Grandview Ave
Nashville TN 37172
615-832-6712



Factory Service Agreement

Site Location				Date:	1/1/2018		
Company Name			Contact Name		Contact Phone		
FRANKLIN PD			BRAD WILSON		BRAD.WILSON@FRANKLINTN.GOV		
Address			City		State	Zip code	
900 COLUMBIA AVE			FRANKLIN		TN	37167	
REA Contact			Contact Phone		County		
Mike Harnish			615-832-6912				
Equipment							
Aeon Package	<input checked="" type="checkbox"/>		Armstrong pumps	<input type="checkbox"/>		Artichill	<input type="checkbox"/>
Aeon Split System	<input type="checkbox"/>		Armstrong skid	<input type="checkbox"/>		Liebert	<input type="checkbox"/>
Dectron Package	<input type="checkbox"/>		Carrier	<input type="checkbox"/>		Trane	<input type="checkbox"/>
Dectron Split System	<input type="checkbox"/>		Compuair	<input type="checkbox"/>		Rheem	<input type="checkbox"/>
Sanyo Mini	<input type="checkbox"/>		Lennox	<input type="checkbox"/>		Exhaust Fans	<input type="checkbox"/>
Sanyo Eco I	<input type="checkbox"/>		York	<input type="checkbox"/>		Other / list below	<input type="checkbox"/>
Additional Equipment:							
Belts	Owner supplied	<input checked="" type="checkbox"/>	REA Supplied	<input type="checkbox"/>		Steam Cleaning	<input checked="" type="checkbox"/>
Filters	Owner supplied	<input checked="" type="checkbox"/>	REA Supplied	<input type="checkbox"/>		Checks per year	4

Pricing							
Quarterly Per System 0 to 30 Tons			\$647.95	Mileage Charge Per Mile		\$1.25	
				Miles Port to Port		50	
Other Items Not Listed in Pricing			\$0.00	Applied per year		4	
Initial System	1	\$647.95	Discounted Systems	1	\$453.57	TTL	\$1,101.52
<p>Service rates with preventative maintenance agreement Reduced Rates \$95.00 service tech per hour, \$65.00 second man per hour & 1.25 per mile with service agreement</p>							
Additional Comments:							
Belts and Filters supplied By REA are additional & will be billed at cost plus 25%				Systems Total		\$4,795.74	
This preventative Maintenance agreement includes: <ul style="list-style-type: none"> • Twice a year, Steam clean evaporator and condenser coils. • Clean drain pan and drain trap. • Check mechanical and electrical systems, seasonal heating & cooling components • Grease bearings if applicable, replace belts and filters as needed. • Check system operation and performance. 				Mileage Totals		\$250.00	
				TTL		\$5,045.74	
				Other Equip		\$0.00	
				Yearly Total		\$5,045.74	
				PM Total		\$1,261.44	
To accept this agreement, please sign below and email to mike.harnish@reahvac.com or fax 615-834-8125							

Addendum

1. **Assignment.** Neither party may assign any rights or obligations under this Agreement without the prior written consent of the other party. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

2. **Notices.** Any notice provided pursuant to this Agreement, if specified to be in writing, will be in writing and will be deemed given: (a) if by hand delivery, upon receipt thereof; (b) if mailed, three (3) days after deposit in the mail of the country where sender is located, postage prepaid, certified mail return receipt requested; (c) if by next day delivery service, upon such delivery; or (d) if by facsimile transmission or electronic mail, upon confirmation of receipt. All notices will be addressed to the parties at the addresses set forth below (or such other address as either party may in the future specify in writing to the other).

REA Service Inc
ATTN: Michael Harnish
2603 Grandview Avenue
Nashville, TN 37172

City of Franklin
ATTN: Brad Wilson
109 3rd Avenue South
Franklin, TN 37064

3. **Indemnification.** REA Service Inc., at its own expense, shall indemnify, defend, and hold the City of Franklin, Tennessee, its officers employees, agents, directors, and officials harmless any and all costs, losses, damages, claims, suits or any liability whatsoever, including attorney's fees, resulting from injury including death, to person or damage to property arising out of, or in any manner connected with the contractor's use of CITY OF FRANKLIN, Tennessee property and from any violation of any applicable law or regulation arising out of or relating to this Agreement.

4. **Waiver.** Neither party's failure to exercise any of its rights under this Agreement will constitute or be deemed a waiver or forfeiture of those rights.

5. **Severability.** If any term or provision of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement will not be affected.

6. **Entire Agreement.** This Agreement along with the Factory Service Agreement attached constitutes the entire agreement between REA Service Inc., and the City of Franklin and supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of this Agreement. The terms and conditions of this Agreement may not be changed except by an amendment signed by an authorized representative of each party.

7. **Survival.** These Terms and Conditions, and all provisions of this Agreement relating to the parties' obligations, rights and duties will survive the termination of this Agreement.

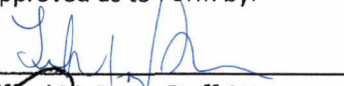
8. Applicable Law; Choice of Forum/Venue. This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to any state's choice of law rules. The choice of forum and venue shall be solely in the Courts of Williamson County, TN.


By signing this Agreement, both parties have read and fully agree to adhere to the terms and conditions stated above.


Eric S. Stuckey, City Administrator
City of Franklin

8-1-2018
Date

Approved as to Form by:


Tiffani M. Pope, Staff Attorney


Chris Reeves / SVP
Printed Name, Title

7/31/18
Date