(1) 707,41出

Diversified Power Systems, Inc.

900 N Walnut Creek Suite 100, #414, Mansfield, Texas 76063-7129 817-473-8600, 817-658-6743 Mobile, 817-783-3690 Fax

This Maintenance Agreement Hunt County	(the "Agreer	ment") is entered int stomer") on the <u>1</u>	o between	Diversified Power System ay of August	s, Inc. ("Diversified") and 2 017
CUSTOMER BILLING ADDI	RESS .		LOCATIO	ON OF CUSTOMER EQU	IPMENT .
Hunt County Purchasing I Customer Name P.O. Box 1097	Department			ounty Juvenile Center Location	at 12 FILED FOR RECOR
Mailing Address Greenville, Texas 75403-	1097	·	Greenv	Address ille,Texas 75403	By CRUMPIFER 2017
City, State, Zip Code Cheryl Lowry 903-408-41			Jimmy	te, Zip Code Moore 903-408-4225	BY Glerk INDENZWEIG
Name and Telephone No. of Email clowry@hunto Diversified agrees to furnish the above address. Diversified a	ounty.net re services s	pecified on Exhibit form these maintena	'A" for the e	nd Telephone No. of Cont Email jmoore@hun equipment described beloves es in the frequency stated	tcounty,net w. which is located at the
	DESC	RIPTION OF CUS	STOMER E	QUIPMENT	
Manufacturer RENEWAL 2017	Type*	Model		Serial Nu	mber
Onan	G	306-2452		L830690696	
		Kw- 70		Spec#	
*G = Generator, T = Transfe	r Switch, O				
One Annual Dm conti		Frequency	of Service	:e	# 500.00
One Annual Pm servi Three Quarterly inspe If load bank test req	ction serv uired plea	ices per our exh se call for quo	te		\$532.00 00 = \$840.00
PRICE OF SERVICES The price of the services to be does not include the cost of ar any applicable taxes. After the Diversified's current prices. C days of invoice.	furnished to ny replaceme ne first annive	Customer during the control of the control of the Customer Sary of the Agreer	ne first year al services nent, prices	of this Agreement shall b beyond those described in are subject to change, ar	n Exhibit "A," as well as nd will be based upon
OTHER PROVISIONS Diversified shall perform its se Agreement shall automatically Customer notifies Diversified t	renew on a	n annual basis com	nencing on		
Diversified Power Systems By: Ed Rogers emai Title: Preventive Mainter Date: 27 June 2017	l ed.rogers	55@yahoo.com 8 817-658-6743	By: (Title: (Date: _	Sustamer S. S. Jan HUNT COURCE 7-11-2017	y duoce:

- 1. **TIME OF MAINTENANCE SERVICE.** Maintenance shall be performed between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, exclusive of Diversified's holidays. If Customer requests that Diversified perform any services at times other than during its regular hours, Customer shall pay Diversified an amount in addition to the regular compensation provided in this Agreement to be mutually agreed to in advance by the parties.
- 2. **CUSTOMER RESPONSIBILITIES.** Customer shall provide Diversified access to the equipment specified in this Agreement at any time during regular business hours for the purpose of performing maintenance services.
- 3. SERVICE PROVIDED BY DIVERSIFIED. A detailed summary of the services provided by Diversified is included in Exhibit "A."
- 4. Parts and Labor Warranty. Diversified warrants its work to be free from defective workmanship for a period of ninety (90) days from the date of the completed maintenance inspection. Labor warranty applies to the actual work performed by Diversified during a maintenance inspection and covers the repair or replacement of any part that was rendered defective as a result of any defective workmanship by Diversified.
- 5. WARRANTY LIMITATIONS. THE WARRANTY PROVIDED HEREIN AND THE OBLIGATIONS AND LIABILITIES OF DIVERSIFIED ARE IN LIEU OF, AND CUSTOMER WAIVES, ALL OTHER WARRANTIES, GUARANTEES, CONDITIONS OR LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, IS MADE OR AUTHORIZED BY DIVERSIFIED UNLESS NOTED HEREIN AND SIGNED BY THE CUSTOMER AND A DIVERSIFIED REPRESENTATIVE. UPON EXPIRATION OF THE WARRANTY PERIOD, THERE ARE NO ORAL OR IMPLIED ADDITIONAL WARRANTIES MADE IN CONNECTION WITH ANY SERVICES PEFORMED BY DIVERSIFIED.
- 6. **TERMINATION OF LIABILITY.** Diversified disclaims any and all liability for special, incidental, or consequential damages, including without limitation loss of profit, arising out of this Agreement.
- 7. Force Majeure. In the event performance by Diversified of any of its obligations under this Agreement shall be interrupted or delayed by an act of God, by acts of war, riot, or civil commotion, by an act of State, by strikes, fire, flood, or by the occurrence of any other event beyond Diversified's control, Diversified shall be excused from performance for such a period of time as is reasonably necessary after such occurrence abates for the effects thereof to have dissipated.
- 8. PAYMENT TERMS. All payments shall be made to Diversified within thirty(30) days from the invoice date. Payment shall be made by cash, cashier's check, money order, or company check. However, cash discounts are not allowed. All past due amounts owed to Diversified shall bear interest at eighteen percent (18%) per annum. In no event shall this rate exceed the maximum rate of interest allowed by applicable law. If Customer disputes the invoice amount, or is unsatisfied with the work performed, Customer shall notify Diversified within thirty (30) days of the work or invoice. Failure to dispute within this time period constitutes acceptance of the services or invoice terms, and will result in a waiver of any claims. Failure to remit payment within the time period prescribed constitutes a breach of this Agreement and may result in the cancellation of this Agreement. If Customer defaults under this Agreement, Customer shall be responsible for all reasonable attorney's fees, costs of court, expenses and collection agency fees associated with the collection under or enforcement of this Agreement.
- 9. CUSTOMER REPRESENTATIONS. Customer represents that Customer is the owner of the equipment subject to this Agreement, or if not the owner, that Customer has authority to enter into this Agreement. Customer further represents that it has compiled with local laws, ordinances, or other regulations concerning the operation and use of the equipment subject to this Agreement. Customer shall indemnify and hold harmless Diversified and its agents and employees from all suits, actions, damages, claims or liability arising from a dispute over the ownership of the equipment, injury as a result of the equipment, or Customer's failure to comply with local laws, ordinances, or other regulations. Customer agrees to defend, at its own expense, and on behalf of Diversified, and in the name of Diversified, any claim or litigation brought in connection with such actions.
- 10. **Termination of THE AGREEMENT.** Diversified can terminate this Agreement upon notice to Customer at least fifteen (15) days prior to said termination. If Customer has failed to remit payment as specified under this Agreement, or refuses to allow Diversified to have access to the premises, the Agreement shall be terminated upon three (3) days notice. Termination of this Agreement does not relieve Customer's obligation to pay any outstanding invoices. Customer may terminate at any time.
- 11. **NOTICE REQUIREMENTS.** Any notice provided for under this Agreement shall be in writing and may be effected by personal delivery or regular mail to the addresses shown on this Agreement. Any such notice, if mailed properly addressed and postage prepaid, shall be deemed given when deposited in the United States mail.
- 12. PARTIES BOUND. This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns.
- AMENDMENT. This Agreement and Exhibit "A" sets forth the entire understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, understandings and negotiations with respect to the subject matter hereof. Diversified does not make any representations, warranties or guarantees, express or implied, other than the express statements made in this Agreement. Any amendment to this Agreement must be in writing and signed by both parties.
- 13. Governing Law. This Agreement is to be construed in accordance with the laws of the State of Texas.
- 14. WAIVER. Failure by the Parities to enforce any provisions herein shall not be construed as a waiver of such provisions, and shall in no way affect a party's right to later enforce such provisions, except as otherwise noted in this Agreement.
- 15. **SEVERABILITY.** If any part of this Agreement is determined by any court or tribunal of competent jurisdiction to be wholly or partially unenforceable for any reason, such unenforceability shall not affect any other part of this Agreement.

- 1. Check engine fluid levels for proper level and condition: Oil, antifreeze, and fuel.
- 2. Check alternator and fan belts for proper operation: Adjust as necessary.
- 3. Check fuel system for proper operation: Check for damage and leaks on main tank, day tank, and all fuel lines.
- 4. Check coolant system for proper condition and operation: Check radiator, coolant heater and heat exchanger (if equipped). Check hoses and looks for coolant leaks.
- 5. Check batteries for proper condition: Add distilled water as necessary, load test, electrolyte level, and charge rate.
- 6. Check exhaust system for proper condition and leaks.
- 7. Check air filter and crank case breathers for proper condition. Replace with customer's approval. (Additional cost)
- 8. Natural gas/lpg fueled engines, check for proper condition: Spark plugs, ignition points and condenser, rotor cap and wires.
- 9. Check generator set wiring for proper condition. For loose, broken, or bare wires.
- 10. Test run unit no load only: Check temperatures and pressures, record all engine-related readings.
- 11. Check unit for proper voltage, amperage, and frequency/hertz.
- 12. Check governor system for proper operation: Stability, response, linkage, and oil (if applicable).
- 13. Check automatic transfer switch for proper operation: With customer approval to transfer unit.
- 14. Check engine safety shut down system for proper operation: Upon request.
- 15. Submit a written report to customer on condition of generator system and advise of any recommended repairs.
- 16. Change engine oil and dispose of waste oil properly.
- 17. Change oil, fuel, and coolant filters: Adjust corrosion inhibitor as needed, dispose of old filters properly.
- 18. Change oil in hydraulic governor (if applicable).
- 19. Fluid sample analysis on oil, fuel, and coolant are optional and available at additional costs to customer.

Site inspections: Lines 1-15.

Annual preventative maintenance: Lines 1-19.

Oil sample analysis	\$45.00	
Coolant sample analysis	\$88.00	-
Fuel sample analysis	\$132.00	 -

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CUSTOMER BILLING ADDR	ESS	ı	-OCATIC	ON OF CUSTOMER EQUIPMENT	
Hunt County Purchasing D)enartment	+	Hunt Co	ounty Criminal Center	FILED FOR RECORD
Customer Name	reparement			Location	FILEDEO
P.O. Box 1097					OCIO PECOPA
Mailing Address			Physical	Address	JL 11-2017
Greenville, Texas 75403-1	097			ille,Texas 75403	11200
City, State, Zip Code			•	te, Zip Code	ERLING SUIT
Cheryl Lowry 903-408-414				Moore 903-408-4225	FER LINDER ZNATA
Name and Telephone No. of Email clowry@hunt			Name ar	nd Telephone No. of Contact Email jmoore@huntcounty.ne	
iversified agrees to furnish the	e services s	pecified on Exhibit "A"	for the e	quipment described below, which es in the frequency stated in this A	is located at the
				·	greement.
		RIPTION OF CUSTO	OMER E		
Manufacturer	Type*	Model		Serial Number	
RENEWAL 2017	+				
Detroit	G	6063HK35 (400)	DSEV	06RO579182	
Donoit	+	Kw- 400	JUL)	Spec#	
	+	1100 400		Орсон	
	1				
	1	<u> </u>			
*G = Generator, T = Transfer	Switch, O	= Other			
		Frequency of	Servic		
One Annual Pm service	e per our				853.00
Thurs Overded in the	ction serv	ices per our exhibi	t A \$28	30.00 each 3 x \$280.00 = \$	840.00
I nree Quarterly inspec	equired r				
If load bank testing r		41 1 4	rial ba	sis	Ì
If load bank testing r All other work will be		n a time and mate			
If load bank testing r All other work will be RICE OF SERVICES	billed o				
If load bank testing r All other work will be PRICE OF SERVICES the price of the services to be	e billed o	Customer during the		of this Agreement shall be \$1693.	
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Site inspections: Lines 1-15.

Annual preventative maintenance: Lines 1-19.

Oil sample analysis	\$45.00	
Coolant sample analysis	\$88.00	
Fuel sample analysis	\$132.00	

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CUSTOMER BILLING ADDI	RESS		LOCATION	ay of August ON OF CUSTOMER ounty Radio Towe f Location	EQUIPMENT	Dece
Hunt County Purchasing I	Department	t	Hunt C	ounty Radio Towe	1	- O'Clock
Customer Name			Name o	f Location	JIII	1 1 2017
P.O. Box 1097					. 30[11 200
Mailing Address			Physica	l Address	By COUNTY FRI	INDENZWEIG
Greenville, Texas 75403-	1097		Greenv	ille,Texas 75403	O Strik	INDENZWEL-
City, State, Zip Code			City, Sta	ate, Zip Code		COUNTY DE
Cheryl Lowry 903-408-41	148		Jimmv	Moore 903-408-42	225	
Name and Telephone No. of				nd Telephone No. of		
Email clowry@hur				Email jmoore@		
Diversified agrees to furnish the above address. Diversified a						
	DESC	RIPTION OF CUS	STOMER I	EQUIPMENT		
Manufacturer	Type*	Model		Seri	al Number	
RENEWAL 2017						
,						
Winco	G	CSAPSS8B-N	•	13830M97		
		Kw- 8		L P Gas		
				1		
 					<u> </u>	
*G = Generator, T = Transfe	er Switch O	 = Other		1		
O Contract, i manore	or Ormon, O	Cuioi				
		Frequency	of Service			
One Annual Pm servi	ice per our		OI OCI TI	<u> </u>		300.00
Three Quarterly inspe			ihit A ¢o	90 00 ooob 3 v \$		8840.00
				OU.UU Eacii 3 X q	280.00 - 1	1040.00
If load bank testing						
All other work will b	e billed o	n a time and ma	ateriai da	isis		
PRICE OF SERVICES						
The price of the services to be does not include the cost of a	e turnished to	o Customer during ti	ne first year	r of this Agreement s	shall be <u>\$1740.0</u> shed in Evhibit t	<u>IU</u> I his price
any applicable taxes. After the						
Diversified's current prices. C						
days of invoice.			- 	,	•	, ,
•						
OTHER PROVISIONS						
Diversified shall perform its se						
Agreement shall automatically				ne year from the date	e of this Agreen	nent unless
Customer notifies Diversified	that the Agre	ement is to be term	inated.		,	
Discosificat Description					,/	
Diversified Power Systems		EE@wahaa aam	Dv.	Customer	Klin /	,
		555@yahoo.com	_ By: _ Title: /		ALLIE!	7.12
	nance Sale	5 011-000-0143	- Title: (Date: (JOUNI C	2017	JW2(LC
Date: <u>27 June 2017</u>		nem - m	_ Dale. \	- 1-11-	2011	

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- 6. **TERMINATION OF LIABILITY.** Diversified disclaims any and all liability for special, incidental, or consequential damages, including without limitation loss of profit, arising out of this Agreement.
- 7. FORCE MAJEURE. In the event performance by Diversified of any of its obligations under this Agreement shall be interrupted or delayed by an act of God, by acts of war, riot, or civil commotion, by an act of State, by strikes, fire, flood, or by the occurrence of any other event beyond Diversified's control, Diversified shall be excused from performance for such a period of time as is reasonably necessary after such occurrence abates for the effects thereof to have dissipated.
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- 5. Check batteries for proper condition: Add distilled water as necessary, load test, electrolyte level, and charge rate.
- 6. Check exhaust system for proper condition and leaks.
- Check air filter and crank case breathers for proper condition. Replace with customer's approval. (Additional cost)
- 8. Natural gas/lpg fueled engines, check for proper condition: Spark plugs, ignition points and condenser, rotor cap and wires.
- 9. Check generator set wiring for proper condition. For loose, broken, or bare wires.
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- 19. Fluid sample analysis on oil, fuel, and coolant are optional and available at additional costs to customer.

Site inspections: Lines 1-15.

Annual preventative maintenance: Lines 1-19.

Oil sample analysis	\$45.00	
Coolant sample analysis	\$88.00	
Fuel sample analysis	\$132.00	<u> </u>

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Diversified Power Systems, Inc.

900 N Walnut Creek Suite 100, #414, Mansfield, Texas 76063-7129 817-473-8600, 817-658-6743 Mobile, 817-783-3690 Fax

This Maintenance Agreemen Hunt County	t (the "Agree ("Cı	ment") is entered intustomer") on the 1	o between D	viversified Power Systems,	Inc. ("Diversified") and 017
CUSTOMER BILLING ADD	RESS		LOCATION	N OF CUSTOMER EQUIP	PMENT
Hunt County Purchasing Customer Name P.O. Box 1097	Departmen	<u>t</u>	Hunt Co	unty County Jail Angex Location ockett Street	FILED FOR RECORD
Mailing Address Greenville, Texas 75403-	1097		Physical /	Address	JUL 11 20-
City, State, Zip Code	** -		•	e, Zip Code	NIFER LINDENZIVEIG
Cheryl Lowry 903-408-4 Name and Telephone No. o Email clowry@hu	f Contact ntcounty.net		Name and	d Telephone No. of Contac Email jmoore@huntcou	t nty.net
Diversified agrees to furnish t above address. Diversified a	agrees to per	form these maintena	ance services	s in the frequency stated in	which is located at the this Agreement.
Manufacturer		RIPTION OF CUS Model			<u> </u>
RENEWAL 2017	Type*	Model	-	Serial Num	ber
Generac	G	0058820 Kw- 8		6181076 Nat Gas	
*G = Generator, T = Transf	er Switch, O	= Other	-		
	_	Frequency	of Service	<u> </u>	
One Annual Pm serv	ice per our		0. 00	<u> </u>	\$300.00
If load bank testing	required	olease call for q	juote	0.00 each 3 x \$280.00) = \$840.00
All other work will be PRICE OF SERVICES The price of the services to be does not include the cost of a any applicable taxes. After the Diversified's current prices. Of days of invoice.	e furnished to ny replacemo ne first anniv	o Customer during the ent parts or additional ersary of the Agreen	ne first year o al services b nent, prices a	of this Agreement shall be geyond those described in Eare subject to change, and	xhibit "A," as well as will be based upon
OTHER PROVISIONS Diversified shall perform its so Agreement shall automatically Customer notifies Diversified	y renew on a	n annual basis comr	mencing one		
Diversified Power Systems By: Ed Rogers ema Title: Preventive Mainte Date: 27 June 2017	il ed.rogers	55@yahoo.com s 817-658-6743	By: Title:	How County	Junge
			-		-

- 1. TIME OF MAINTENANCE SERVICE. Maintenance shall be performed between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, exclusive of Diversified's holidays. If Customer requests that Diversified perform any services at times other than during its regular hours, Customer shall pay Diversified an amount in addition to the regular compensation provided in this Agreement to be mutually agreed to in advance by the parties.
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- 4. PARTS AND LABOR WARRANTY. Diversified warrants its work to be free from defective workmanship for a period of ninety (90) days from the date of the completed maintenance inspection. Labor warranty applies to the actual work performed by Diversified during a maintenance inspection and covers the repair or replacement of any part that was rendered defective as a result of any defective workmanship by Diversified.
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Oil sample analysis	\$45.00	
Coolant sample analysis	\$88.00	
Fuel sample analysis	\$132.00	

4.707(1)

Diversified Power Systems, Inc.

900 N Walnut Creek Suite 100, #414, Mansfield, Texas 76063-7129 817-473-8600, 817-658-6743 Mobile, 817-783-3690 Fax

This Maintenance Agreement (t Hunt County	he "Agreer ("Cu	ment") is entered into b istomer") on the 1	etween D	Diversified Power System y of August	s, Inc. ("Diversit 2 <u>017</u> .	fied") and
CUSTOMER BILLING ADDRE	ESS	L	OCATIO	N OF CUSTOMER EQU	JIPMENT	
Hunt County Purchasing De Customer Name P.O. Box 1097 Mailing Address Greenville, Texas 75403-10 City, State, Zip Code Cheryl Lowry 903-408-414 Name and Telephone No. of Commail clowry@hunto	epartment 097 8 contact county.net	specified on Exhibit "A"	Hunt Co Name of 2500 Sto Physical Greenvil City, Stat Jimmy M Name an	unty Greenville Exchar Location onewall Address Ile, Texas 75403 re, Zip Code Moore 903-408-4225 d Telephone No. of Cont Email jmoore@hunto	nge Building A: FILE JUL By County FILE JUL By County FILE A FILE JUL By County FILE FILE JUL By County FILE F	1 1 2017 LINDENZWEIG HUNGGOUNG
	DESC	RIPTION OF CUSTO	OMER E	OUIPMENT		
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ixeriewai 2017				•		 -
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Generac	G	126001170300	1	2068875		
		Kw- 250		Spec#		
*G = Generator, T = Transfer	Switch, O	= Other Frequency of	Convic			
One Annual Properties	2 DOT 0/15		Sel VIC	<u> </u>	¢602	00
One Annual Pm service				0.00	\$682.	
Three Quarterly inspec				0.00 each 3 x \$280.	00 = \$840.	00
If load bank testing re						
All other work will be	billed o	n a time and mate	rial bas	sis		
PRICE OF SERVICES The price of the services to be f does not include the cost of any any applicable taxes. After the Diversified's current prices. Curdays of invoice.	replaceme first annive	ent parts or additional s ersary of the Agreemer	services b nt, prices	beyond those described in are subject to change, ar	n Exhibit "A," as nd will be based	well as I upon
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Diversified Power Systems, By: Ed Rogers email Title: Preventive Maintena Date: 27 June 2017	ed.rogers	s 817-658-6743 T	By: Fitle:	Sustomer A	امل کری	\ <u>`</u>

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