



1440 El Paso Blvd.  
Denver, CO 80221  
303.646.9100 - P  
303.279.2015 - F

Between:

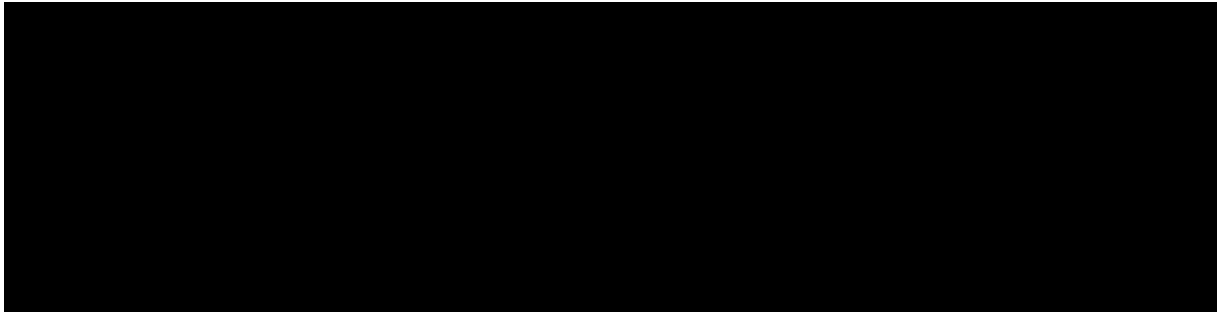
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\_\_\_\_\_  
\_\_\_\_\_

And:

Dustco Building Specialties, Inc.  
1440 El Paso Blvd.  
Denver CO 80221

Building(s) Location:

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This agreement shall cover a term of one ( 1 ) year(s) commencing from the date of signed agreement. Dustco Building Specialties, Inc. shall perform labor service in accordance with the Terms and Conditions of this Agreement on the above components of the chute system(s). **THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS AS SET FORTH AND ATTACHED WHICH ARE MADE PART OF THIS AGREEMENT.**

Signed By:	Title:
_____	_____
For:	Date:
_____	_____
Accepted By:	Title:
_____	_____
Dustco Building Specialties, Inc.	Date:
_____	_____

## Services

A. Preventative Maintenance: Dustco Building Specialties, Inc. will provide preventative maintenance on the equipment covered by this agreement, on a quarterly, semi-annual or annual basis as agreed to on the previous page. Preventative maintenance will include adjustments, lubrication, inspection of system operation, and replacement of defective components, as determined by the manufacturer covered under the equipment Warranty.

B. Equipment Instruction: Equipment operating instruction will be provided for the purposes of demonstrating system operation and usage to BUILDING residents and maintenance personnel.

## Terms and Conditions

A. In consideration of this agreement, and subject to the Terms and Conditions hereof, Dustco Building Specialties, Inc. will provide labor to maintain the equipment specified in this contract in operating condition during the indicated period provided such service is necessitated by normal usage. Loss or damage from “intervening external cause”, which is not covered by this contract, shall include but not limited to, loss or damage resulting from fire, water, windstorm, hail, lightning, theft, riot, misuse, abuse, vandalism, power failure, improper operation of the equipment or unauthorized attempts at service. BUILDING will purchase parts from Dustco Building Specialties, Inc.

B. This contract shall apply only to the operation of the specified product or products under conditions for which they are designed and shall not cover service necessitated by external conditions such as, but not limited to, power supply or equipment other than installed by Dustco Building Specialties, Inc., nor does the Contract cover service necessitated by changes in regulations of any Federal, State, or Local Government Body or Agency.

C. (1) Service calls - All service calls will be made without additional charge during the period of this Service and Monitoring Agreement (or any renewals) during the Dustco Building Specialties, Inc. regular business hours as follows: Monday through Friday 7:30am to 4:00pm.

(2) Emergency Service Calls – All emergency calls outside of the above listed working hours will be billed at the following rates: Monday through Friday after 4:00pm or before 7:30 am shall be billed at one and one-half times regular prevailing rates. Saturday shall be billed at one and one-half times regular prevailing rates. Sundays and Holidays shall be billed at two times regular prevailing rates. Minimum billing time of 2 hours will be charged for all emergency service calls.

(3) Dustco Building Specialties, Inc. will not be responsible for any loss, damage, or injury resulting from delay in rendering service under this Contract, and in no event shall supplier be liable for consequential damage.

(4) BUILDING acknowledges Dustco Building Specialties, Inc. option to assign Building’s interest in this Contract at any time during the term of this agreement (or any renewals). Assignee shall continue to fulfill the obligations stated under this contract. Dustco Building Specialties, Inc. shall not be liable for delays in performance in the event of strikes, accidents, fires, all other force delays.

D. Term and Renewal - The original term of this agreement shall commence on the effective date set forth herein and shall terminate upon the expiration of the number of months or other calendar periods, set forth from said date. Unless written notice is received within 90 days before expiration, this Agreement shall automatically be renewed for additional periods of one (1) year(s) beginning the day following the date of termination of the original term of this Agreement and ending one (1) Year(s) thereafter. Price established under this Service Contract reflect factors such as age of the product and

current service costs and will remain in effect for a period of one (1) year. To the extent any renewal contract should be offered by the Dustco Building Specialties, Inc., the rate will reflect conditions as they exist at the time and hence may vary from the rate applicable to this agreement.

E. Dustco Building Specialties, Inc. shall not be liable for any direct or consequential damage or liability and expense resulting from interruptions, malfunction, failure or defect or delay in the operation, maintenance or repair of this equipment. BUILDING shall indemnify and hold Dustco Building Specialties, Inc. free and harmless from and against any and all claims, demands, loss, liability and expense (including court costs and attorney's fees) resulting from or arising out of any loss or damage to the equipment and for injuries or deaths of persons and damage to property, or for any and all other reasons, howsoever arising, directly or indirectly, from or incident to the use, operation or storage of the equipment and whether such injury or death to persons be of agents or employees of the BUILDING or of or to third parties (unless caused by Dustco Building Specialties, Inc.). This provision shall remain in full force and effect so long as the said equipment is in existence. A copy of the Dustco Building Specialties, Inc. insurance will be provided upon request.

F. The individual executing this contract on behalf of the BUILDING specifically represents that he or she is fully authorized to bind the BUILDING to this contract and that the BUILDING is the lawful BUILDING of the premise and equipment involved herein.

G. This contract does not include electrical service (110vac or 208vac) to power system. The Hi-Rise Recycling System™ is a patented system. Service on the Hi-Rise Recycling System™ may be performed only by an authorized service company. Dustco Building Specialties, Inc. represents that it has met all manufacturer's technical and building satisfaction criteria and is so authorized.

H. Semi-Annual Trash Chute Cleaning:

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Trash room:

- Clean Floor and all areas where refuse collects
- Lubricate Guillotine fire door

Floor intakes:

- Clean Interior of trash chute with high powered pressure washing machine
- Sanitize interior of trash chute
- Lubricate Intake Doors

All work done and parts replaced will be indicated on service ticket. This will include a name of technician and date when completed. Copy will be forwarded to building engineer and to Dustco Building Specialties, Inc. service manager.

**This instrument sets forth the entire Agreement between parties, and no representation, promise or condition not contained herein shall modify the terms.**