

# Switch Electric Co – Electrical Maintenance Services



## Proposal for Services

This Electrical Service Agreement (hereinafter referred to as the "Agreement") shall stand effective on 08-20-2022 (hereinafter referred to as the "Effective Date"), by and between Switch Electric Co (hereinafter referred to as the "Service Provider") with their principal place of business at 894 Miller Ave, San Mateo, CA and Acme, Inc. (hereinafter referred to as the "Client", and together with the Service Provider, the "Parties") situated in 72 Big Street, San Francisco, CA (hereinafter referred to as the "Client's Premise").

THEREFORE, in consideration of the payment of \$2567, the covenants and other mutual promises and agreements contained herein, the receipt and sufficiency of which are to be acknowledged hereby, the Parties agree to the terms and conditions as mentioned below.

## Terms and Conditions

### 1. Scope of Work

The Service Provider shall provide electrical maintenance and installation services for the Client at the Client's Premise. Support services shall be accessible to the Client on weekdays from 9 AM to 4 PM PST, and messages left after the aforementioned hours shall be returned after 24 hours. Additionally, services shall also be provided between the mentioned timeline, and the exigencies of services after-hours/weekend services must be requested and shall be subject to Service Provider's availability at after-hours rates.

### 2. Provided Services

The Service Provider shall conduct all electrical maintenance inspections at Client's Premise and provide all chore which may be required to repair any necessary electrical fault and to restore the respective item back to working order. This includes, and is not limited to, the repair and servicing of the following as mentioned below:

1. A complete emergency power system including, but not limited to:
  - Battery Emergency Power Supply.
  - Automatic transfer switches and controls.

- Cable feeders and raceways.
  - Distribution panels.
  - Panelboards.
  - Transformers.
  - Enclosed circuit breakers, switches, and fuses.
  - All other components shown on the Drawings, specified, or required for a fully operational emergency power systems.
2. A complete lighting system including, but not limited to:
    - Lighting fixtures and lamps.
    - Exit and egress lighting fixtures and lamps.
    - Switches, dimming and controls.
    - Branch circuit wiring and raceways.
    - All other components shown on the Drawings, specified or required for a fully operational lighting system.
  3. Electrical testing and certification as specified.
  4. Housekeeping pads and other supports as required for electrical equipment and components.]
  5. The Service Provider shall pay fees, service charges, tap charges, meter charges, and special fees assessed by the local utilities or local authorities.
  6. Price includes labor, materials, tools, machinery, equipment, appliances, fixtures, devices, and services necessary to complete the specified electrical work.

### **3. Safety**

The Service Provider shall be paid by the Client for any health damages cost to the Service Provider, an additional cost from the Client's account is liable under the Occupational Health and Safety Act of the judicature.

### **4. Payment Terms**

Payment is to be made within 30 days of each service completion via check, credit card, or Zelle, unless otherwise agreed upon. All money due under this proposal shall be paid to the Service Provider or its assigns. If the Client fails to make any payment due to the Service Provider for services and expenses within fifteen (15) calendar days from the date due as described above, there may be added a surcharge of one percent (1%) of the amount due to the Service Provider.

If the Client fails to make any payment and surcharge due to the Service Provider within thirty (30) calendar days from the date due, the Service Provider may take any legal action available to it, and Client shall pay twenty percent (20%) of, and in addition to, amounts incurred by the Service Provider, for collection expenses through a collection agency and any reasonable attorney's fees, plus any additional expenses incurred by the Service Provider, in attempting to assist in any collection efforts, in addition to the fee and surcharge owed by the Client to the Service Provider.

### **5. Party Obligation**

Except if stated otherwise, the Client shall be responsible for providing necessary electricity, information, and access to the Client's Premise as required by the Service Provider to render their service. The Client shall be responsible for the preparation or maintenance of the site for such installation or maintenance, including the need to provide electrical power. The installation dates for any product/material must be considered tentative.

## **6. Termination**

If there stands a breach or dispute within the Parties regarding the terms stated in the Agreement or generally regarding the services that are being provided, the Parties can cancel the Agreement anytime with a written notice that is sent to both the Parties and with written consent from the Parties alone for the cancellation of the Agreement.

## **7. Acceptance of Proposal**

The above specifications and price are satisfactory. I have read and understand the conditions contained in this document. These prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

[Signatures]