

ADDENDUM TO SERVICE AGREEMENT
Between
LARAMIE COUNTY, WYOMING and POWER SYSTEMS WEST

THIS ADDENDUM is made and entered into by and between Laramie County, Wyoming, 415 W. 18th Steet, Cheyenne, Wyoming 82001, ("COUNTY") on behalf of the Laramie County Combined Communications Center, and Power Systems West, 3233 Oakland Street, Aurora, CO 80010 ("CONTRACTOR"). The Parties agree as follows:

I. PURPOSE

The purpose of this Addendum is to modify Power Systems West's *Service Proposal* which includes *Planned Maintenance and Annual Service Agreement* dated August 25, 2025, known as "Agreement", attached and incorporated herein, as "**Attachment A**". The Agreement is for CONTRACTOR to provide inspection and maintenance, and annual testing for the generators located on the following County properties: 11453 Thunder Rd., 514 W. Fox Farm Rd, and 3816 County Rd. 222, in Cheyenne, and 233 South Washington in Burns, as described in Agreement, for purposes of clarity, CONTRACTOR is referred to as "PSW" in the Agreement, and COUNTY is referred to as "Laramie County Combined Communications Center" and "Purchaser" in the Agreement.

II. TERM

This Amendment shall commence on the date last executed by the Parties' duly authorized representatives and shall remain in full force and effect for a period of three (3) years, subject to the terms and conditions of this Amendment and the above-mentioned documents, unless terminated as provided herein.

III. RESPONSIBILITIES OF COUNTY

A. COUNTY agrees to pay CONTRACTOR one thousand six hundred fifty dollars (\$1,650.00) for annual maintenance at each of the four individual locations, and four hundred ninety-five dollars (\$495.00) for semi-annual inspections at each of the four individual locations for an annual combined total of eight thousand five hundred eighty dollars (\$8,580.00) per the terms of the Agreement.

B. COUNTY agrees that CONTRACTOR each year will increase the annual combined total of eight thousand five hundred eighty dollars (\$8,580.00) by 3%.

IV. RESPONSIBILITIES OF CONTRACTOR

A. CONTRACTOR shall provide COUNTY with semi-annual inspection, and annual maintenance and testing of the generators at the following County properties: 11453 Thunder Rd., 514 W. Fox Farm Rd, and 3816 County Rd. 222, in Cheyenne, and 233 South Washington in Burns, as described in the Agreement.

B. CONTRACTOR shall provide the services described under the *Preventative*

Maintenance Schedule of the Agreement for each scheduled trip, including but not limited to, inspections, checks, and verifications of generator systems.

C. CONTRACTOR shall provide lubrication and replacement of oil filters every year, changing fuel filters, and inspecting air filters, as described under the *Preventative Maintenance Schedule* of the Agreement.

D. CONTRACTOR shall annually provide a two-hour load bank test for all locations generators as described under the Additional Service Available section of the *Planned Maintenance and Annual Service Agreement*.

E. CONTRACTOR shall annually provide an annual engine oil analysis test and coolant fluid analysis test as described under the Additional Service Available section of the *Planned Maintenance and Annual Service Agreement*.

F. CONTRACTOR shall provide COUNTY replacement parts, including but not limited to cables, coolant, belts, units, starters and chargers, every 2, 3, and 10 years as described under the *Extended Repair Schedule*.

V. MODIFICATION TO AGREEMENT

The following provisions of the Agreement are **modified or removed**, and are replaced by terms of this Addendum:

A. The paragraph in *Planned Maintenance and Annual Service Agreement* that reads "Each year this contract pricing will increase by 3%. Power Systems West will automatically renew this agreement at the end of the initial 3 year term for an additional 3 year term, unless notified in advance by the consumer. This will enable continuation of services" is **modified** to read "Each year this contract pricing will increase by 3%. This will enable continuation of services."

B. Paragraph 9 of *Terms: Net 30 Days, Upon Credit Approval* of the Agreement is **removed** in its entirety.

C. Paragraph 10 of *Terms: Net 30 Days, Upon Credit Approval* of the Agreement is **modified** such that the first sentence reads "Upon credit approval, full payment is due **45** days from invoice date."

D. Paragraph 2 of *Power Systems West (PSW) - General Terms & Conditions* of the Agreement "Limitation of PSW's Liability" is **removed** in its entirety.

E. Paragraph 4 of *Power Systems West (PSW) - General Terms & Conditions* of the Agreement "Payment & Cancellation Terms" is **removed** in its entirety.

F. Paragraph 5 of *Power Systems West (PSW) - General Terms & Conditions* of the Agreement "Default" is **removed** in its entirety.

G. Paragraph 8 of *Power Systems West (PSW) - General Terms & Conditions* of the Agreement "Indemnity and hold harmless" is removed in its entirety as indemnity is already discussed by provision 11 of this Addendum.

Any terms and obligations such removed and replaced are not exhaustive, when inconsistent with the provisions and the intent of the Entire Agreement.

VI. GENERAL PROVISIONS

1. **Entire Agreement:** This entire agreement (consisting of eighteen (16) pages) includes 1) this Addendum (7 pages) and 2) *Proposal Title Page* (1 Page), *Planned Maintenance and Annual Service Agreement* dated August 25, 2025 (2 pages), *Preventative Maintenance Schedule* (1 page), *Extended Repair Schedule* (1 page), *Terms: Net 30 Days, Upon Credit Approval* (3 pages), and *Power Systems West (PSW) – General Terms & Conditions* (1 page) collectively known as the Agreement (9 pages) and represents the entire and integrated agreement and understanding between the parties in regard to the subject matter herein and supersedes all prior negotiations, statements, representations and agreements, whether written or oral. The Agreement and this Addendum shall be referred hereinafter as "Entire Agreement" for the remainder of the document.

2. **Independent Contractor:** The services to be performed by CONTRACTOR are those of an independent contractor and not as an employee of COUNTY. CONTRACTOR is not eligible for Laramie County Employee benefits and will be treated as an independent contractor for federal tax filing purposes. CONTRACTOR assumes responsibility for its personnel who provide services pursuant to the Entire Agreement and will make all deductions required of employers by state, federal and local laws and shall maintain liability insurance for each of them. CONTRACTOR is free to perform the same or similar services for others.

3. **Assignment:** Neither the Entire Agreement, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

4. **Modification:** The Entire Agreement shall be modified only by a written agreement, duly executed by all parties hereto.

5. **Invalidity:** If any provision of the Entire Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if the COUNTY is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties the provisions of the Entire Agreement are fully severable.

6. **Applicable Law and Venue:** The parties mutually understand and agree the Entire Agreement shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning the Entire Agreement or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming or the Federal District

Court, District of Wyoming. This provision is not intended, nor shall it be construed to waive COUNTY's governmental immunity as provided in this Addendum, or within the Entire Agreement.

7. Discrimination: All parties agree they will not discriminate against any person who performs work under the terms and conditions of the Entire Agreement because of race, color, gender, creed, handicapping condition, or national origin.

8. ADA Compliance: All parties agree they will not discriminate against a qualified individual with disability, pursuant to a law as set forth in the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, *et seq.*, and/or any properly promulgated rules and regulations relating thereto.

9. Governmental/Sovereign Immunity: COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 *et seq.*, by entering into this Addendum and by extension for the Entire Agreement. Further, COUNTY fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Addendum, or the Entire Agreement.

10. Third Parties: The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and the Entire Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in the Entire Agreement shall operate only between the parties to the Entire Agreement and shall inure solely to the benefit of the parties to the Entire Agreement.

11. Indemnification: Each party to the Entire Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.

12. Conflict of Interest: COUNTY and CONTRACTOR affirm, to their knowledge, no CONTRACTOR employee has any personal beneficial interest whatsoever in the Entire Agreement described herein. No staff member of CONTRACTOR, compensated either partially or wholly with funds from the Entire Agreement, shall engage in any conduct or activity which would constitute a conflict of interest relative to the Entire Agreement.

13. Insurance: CONTRACTOR shall carry liability insurance sufficient to cover its obligations under the Entire Agreement, CONTRACTOR shall furnish COUNTY with the entire policy, original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive CONTRACTOR'S obligation to provide them. COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

1. Minimum Limits of Coverage: Insurance shall be Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 or equivalent

covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$1,000,000 per occurrence with a \$2,000,000 aggregate. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. If CONTRACTOR maintains higher limits than the minimums shown above, COUNTY requires and shall be entitled to coverage for the higher limits maintained by CONTRACTOR.

2. **Primary and Non-Contributory:** For any claims related to this contract, CONTRACTOR'S insurance coverage shall be **primary insurance** as respects COUNTY, its officers, officials, employees, and volunteers. Any insurance of self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
3. **Waiver of Subrogation:** CONTRACTOR hereby grants to COUNTY a **waiver of any right to subrogation** which any insurer of said CONTRACTOR may acquire against the Entity by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.
4. **Additional Named:** COUNTY, its officers, officials, employees and volunteers are to be covered as **additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Vendor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used. **Additional Named status shall be reflected on any certificate of insurance** and/or CONTRACTOR will provide COUNTY with a copy of the appropriate endorsement to the policy reflecting the additional named status.

14. **Force Majeure:** Neither party shall be liable to perform under the Entire Agreement if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

15. Limitation on Payment: COUNTY's payment obligation is conditioned upon the availability of funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services and equipment provided by CONTRACTOR, the Agreement may be terminated by COUNTY at the end of the period for which funds are available. COUNTY shall notify CONTRACTOR at the earliest possible time of the services which will or may be affected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims, if COUNTY knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to COUNTY in the event this provision is exercised, and COUNTY shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. This provision shall not be interpreted or construed to permit COUNTY to terminate the Entire Agreement in order to acquire similar services from another party.

16. Termination: The Entire Agreement may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of the Entire Agreement; (b) by either party, with thirty (30) days' prior written notice to the other party; or (c) upon mutual written agreement by both parties.

17. Notices: All notices required and permitted under the Entire Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed herein, or when personally delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

18. Addendum Controls: Where a conflict exists or arises between any provision or condition of this Addendum or the Entire Agreement, the provisions and conditions set forth in this Addendum shall control.

19. Compliance with Law: The parties agree that they shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

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Between
LARAMIE COUNTY, WYOMING and POWER SYSTEMS WEST

Signature Page


LARAMIE COUNTY, WYOMING

By: _____ Date _____
Chairman, Laramie County Commissioners

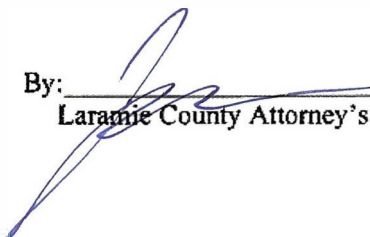
ATTEST:

By: _____ Date _____
Debra Lee, Laramie County Clerk

CONTRACTOR: Power Systems West

By:  _____ Date 9.16.25
Title: Service Manager

REVIEWED AND APPROVED AS TO FORM ONLY:

By:  _____ Date 9/26/25
Laramie County Attorney's Office

ATTACHMENT A



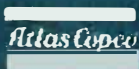
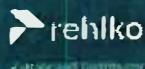
SERVICE PROPOSAL

YOUR SOURCE FOR:

GENERATORS,
SERVICE, PARTS,
& RENTAL.

Power Systems West is a regional leader in providing reliable backup power. We offer various reliable power solutions, from industrial generators and temp power mobile units to energy storage systems and electric vehicle chargers.

With emerging power technologies on the horizon, we're expanding our capability to continue providing what we've done consistently since 1955: Powering the West.



**VOLVO
PENTA**

Kubota

HONDA

ISUZU

Planned Maintenance and Annual Service Agreement

Upon acceptance of this agreement, the servicing agent will perform the specified services on described equipment at intervals specified.

Servicing Agent:
Power Systems West

Date: 8/25/2025

Customer Bill To:

Laramie County Combined Communication (C6000627)			
309 W 20th St			
Cheyenne		WY	82001
Email Address:	dispatch_admin@laramiecounty.com		
Attn:	Amber Young	Ph:	307-633-4330
<input type="checkbox"/> New PM	<input checked="" type="checkbox"/> Renewal PM	Fax:	

Ship To Location(s):

See next page	Amber Young amber.young@laramiecountywy.gov 307-633-4330
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See next page for model and unit location information.

Make:		Model:		Serial:		KW:	
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PM Schedule and Pricing:

Please Select Plant, Options and Terms	QTY	Description	Price Per Inspection	Price for Annual Full Service	Total Annual Cost
<input type="checkbox"/> Monthly		Monthly	@	+	=
<input checked="" type="checkbox"/> Quarterly	4	Quarterly	@ See next page	+	= \$8,580.00
<input type="checkbox"/> Semi-Annual		Plus parts	@	+	=
<input type="checkbox"/> Annual Only		Annual Full Service	@		=
Additional Service Available (please select):					Price
<input checked="" type="checkbox"/> Two (2) Hour Load Bank Test Per NFPA 110 (Annually)					Included
<input type="checkbox"/> Four (4) Hour Load Bank Test (Annually)					
<input type="checkbox"/> Diesel Refueling Services can be provided at prevailing competitive rates. We can provide up to 100 gallons per visit and can be delivered during scheduled services. Any additional fuel requested is subject to delivery fees.					
<input type="checkbox"/> Generator system monitoring fee (annual amount invoiced each January) *Additional equipment required					
<input type="checkbox"/> Annual Diesel Fuel Analysis Test					
<input checked="" type="checkbox"/> Annual Engine Oil Analysis Test					Included
<input checked="" type="checkbox"/> Annual Coolant Fluid Analysis Test					Included
<input type="checkbox"/> Triennial Service (Replace Belts, Upper & Lower Coolant Hoses, Thermostats, Radiator Cap, Coolant, Air Filter and Batteries)					
<input type="checkbox"/> Confidence testing					
<input type="checkbox"/> ATS Maintenance *With equipment de-energized.					
Each year this contract pricing will increase by 3%. Power Systems West will automatically renew this agreement at the end of the initial 3 year term for an additional 3 year term, unless notified in advance by the customer. This will enable continuation of services.					

Prices are based on all services being completed between 8:00am and 5:00pm Monday - Friday. Except as otherwise noted and assumes access for our service vehicle within 50 feet of generator on same level. PM Service Agreement visit does not include parts. Parts are in addition to services provided.

PORTLAND
1805 NW 21st Ave
Portland, OR 97209
(503) 274-3523

SEATTLE
2004 38th Ave Ct E
Fino, WA 98424
(206) 721-1701

BOISE
4499 Marker Street
Preston, ID 83705
(208) 222-8541

SALT LAKE CITY
3738 West 2140 South, Suite E
Salt Lake City, UT 84120
(801) 485-1474

DENVER
3233 Osblark Street
Aurora, CO 80010
(303) 360-7110

Model: Generac 18018510100 (35kw dsl)
Serial: 9489718

Annual Maintenance - cost per visit	\$1,650.00 (includes PM parts & 2hr LB)
Semi-Annual Inspection - cost per visit	\$495.00
Load Bank:	Included in full annual pricing

Location: 514 W Fox Farm Rd - Cheyenne

Model: Generac 4235190100 (50kw NG)
Serial: 2077792

Annual Maintenance - cost per visit	\$1,650.00 (includes PM parts & 2hr LB)
Semi-Annual Inspection - cost per visit	\$495.00
Load Bank:	Included in full annual pricing

Location: 3818 County Rd 222 - Cheyenne

Model: Generac SG0035 (35kw NG)
Serial: 3002928328

Annual Maintenance - cost per visit	\$1,690.00 (includes PM parts & 2hr LB)
Semi-Annual Inspection - cost per visit	\$495.00
Load Bank:	Included in full annual pricing

Location: 233 South Washington - Burns

Model: Generac SG0035 (35kw NG)
Serial: 3002928329

Annual Maintenance - cost per visit	\$1,650.00 (includes PM parts & 2hr LB)
Semi-Annual Inspection - cost per visit	\$495.00
Load Bank:	Included in full annual pricing

Location:

Model:
Serial:

Annual Maintenance - cost per visit
Semi-Annual Inspection - cost per visit
Load Bank:

Location:

Model:
Serial:

Annual Maintenance - cost per visit
Semi-Annual Inspection - cost per visit
Load Bank:

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Annual Maintenance - cost per visit
Semi-Annual Inspection - cost per visit
Load Bank:

Location:

Model:
Serial:

Annual Maintenance - cost per visit
Semi-Annual Inspection - cost per visit
Load Bank:

Location:

Model:
Serial:

Annual Maintenance - cost per visit
Semi-Annual Inspection - cost per visit
Load Bank:

Location:

Model:
Seriak

Annual Maintenance - cost per visit
Semi-Annual Inspection - cost per visit
Load Bank:

Preventative Maintenance Schedule:

Each Scheduled trip will include:

- ✓ Inspection of cooling system fan, fan blades, remote cooling fan motor.
- ✓ Inspection of all cooling system hoses and adjustment of hose clamps, if necessary.
- ✓ Inspection of engine belts, checking belt tension, and adjust if necessary.
- ✓ Inspection of the engine block heater for proper operation, temperature and flow.
- ✓ Inspection and cleaning of generator controller and area (if required).
- ✓ Inspection of gauges for proper operation and adjustment, if needed.
- ✓ Inspection of shut down functions, including emergency stop for proper operation.
- ✓ Inspection of Automatic Transfer Switch for proper operation (with or without load).
- ✓ Checking of settings for Automatic Transfer Switch.
- ✓ Verifying proper operation of Remote Annunciator panel.
- ✓ Checking of all bulbs in controller for proper operation.
- ✓ Inspection and testing of both the engine battery charging alternator, and the system battery charger (Adjustments made, if necessary).
- ✓ Generator set will be started and run, to verify proper operation of unit.
- ✓ Inspection and adjustment of all gauges.
- ✓ Inspection of anti-freeze/coolant level.
- ✓ Inspection of generator for oil, fuel, and coolant leaks.
- ✓ Inspection of exhaust system and silencer for leaks, cracks, and deterioration.
- ✓ Draining of moisture from exhaust piping (if equipped).
- ✓ Checking batteries for water level, level of charge and corrosion on terminals.
- ✓ Checking fuel system, including day tank or transfer tank (if equipped)
- ✓ Visual ATS inspection

Every year, the following will also be performed:

Lubrication oil and filters will be changed

Fuel filters will be changed

Inspection of air filter element.

*Air filter can be replaced as needed, at an additional cost with customer approval.

Service Charges

1. No Services or Materials are under this contract unless specifically referred to herein.
2. Replacement Parts will be billed at prices prevailing at time of use.
3. It is agreed that Power Systems West will supply labor and test equipment to perform the above-Indicated planned maintenance, per the contracted pricing schedule.4.
4. All Surcharges will be applied to all maintenance and service calls:
 - a. Oil Surcharge (Quarts) \$.40 per quarts
 - b. Oil Surcharge (Gallons) \$1.60 per gallon
 - c. Coolant Surcharge (Gallon) \$1.60 per gallon
 - d. Fuel Surcharge \$20.00 per trip
 - e. Shop Surcharge \$22.00 per trip
 - f. Mileage \$3.50 per mile (round trip only on service calls)

PORTLAND
1805 NW 21st Ave
Portland, OR 97209
(503) 274-3623

SEATTLE
2004 48th Ave. Ct. E.
Fife, WA 98424
(206) 517-1701

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4499 Markert Street
Boise, ID 83705
(208) 342-6541

SALT LAKE CITY
3738 West 2340 South, Suite E
Salt Lake City, UT 84120
(801) 857-1474

DENVER
3233 Oaklawn Street
Aurora, CO 80010
(303) 360-7110

Extended Repair Schedule

To optimize the up time of your back-up power generator we recommend regular schedule repairs over the extended life of the equipment. Opting in will allow our service department to prepare in advance for these services and ensure your equipment runs when necessary.

Every 2 years

- Replace Batteries
- Replace Battery Cables as necessary

Every 3-years, the following will be performed:

- Replace Radiator Hoses & Clamps
- Replace Coolant & T-Stat's
- Replace Block Heater & Hoses
- Replace Radiator Cap
- Replace Belts & Tension Pullies (Check Eng. Alternator – Replace as needed)

Every 10 Years

- Natural Gas Units
 - Replace Starter
- Diesel Engines
 - Replace Starter
- Replace Battery charger (s)
 - Most charges have a Built date on them

Additional Repairs quoted as needed:

- Frames and housings rusting (needs cleaning and painting)
- Fuel Tanks Rusting
- Sensors need to be checked
- Alarms Not working
- Gauge is non readable
- Fuel lines over 5 years old
- Low Fuel Alarm wires not connected to controller
- Vent Clogged
- Fill Bucket or Fill Port broken
- Fencing or Gate damage
- Ballard Damage
- Exhaust pipes, mufflers
- Radiator overfill bottles missing or broken
- Rain cap sticking and rusting
- Fuel polishing

_____ Initial to OPT OUT of repair schedule as stated above

Additional Items Included in Agreement:

Labor rates: \$220.00 RT / \$330.00 OT	

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Fife, WA 98424
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4499 Mariast Street
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9738 West 2340 South Suite E
Salt Lake City, UT 84120
(801) 886-1424

DENVER
3233 Oakland Street
Aurora, CO 80010
(303) 360-7110

Terms: Net 30 Days, Upon Credit Approval

- **Taxes and Environmental Fees:** Prices do not include applicable federal, state, local, use, property, or excise taxes and/or environmental fees. If any such taxes/fees are imposed, the Service Agent will bill them to the customer as a separate item. In lieu of such taxes/fees, the customer shall provide with each order a tax exemption certificate, which shall be acceptable to the proper taxing authorities.
- **Emergency Service:** Emergency Service between scheduled services dates will be provided at rates in effect at time of service for labor, parts, mileage and travel. Travel rates will be only for travel to locations accessible by public roads. Lodging and other miscellaneous expenses shall be billed at cost.
- **Customer Responsibility:** The customer or customer's authorized agent shall maintain a regular record of service for review. Record of customer-performed service shall be kept and made available to servicing agent at time of scheduled maintenance call.
- **Servicing Agent Responsibility:** Insofar as practical, the servicing agent shall maintain a complete service history. It is agreed that this agreement covers only those items outlines and that it does not include any expense to repair damage caused by abuse, accident, theft, acts of a third person, forces of nature, alteration of equipment, or improper operation.
- The Servicing Agent agrees to maintain a representative stock of replacement parts and a competent factory trained service organization. The Servicing Agent shall not be responsible for failure to render the service due to causes beyond its control, including strikes, labor disputes, acts of God, etc., or any incidental or consequential damages.

This Service Agreement is Entered into by Power Systems West and the generator set Owner for the purpose of setting forth the terms and conditions governing Power Systems West obligations to service Owner's emergency standby generator set(s) and associated equipment.

It is understood that by this Agreement, Power Systems West is not obligated to supply any parts, labor or traveling expenses, other than those specifically mentioned above. It does not include expenses to repair damages caused by abuse, accident, theft, acts of third person, and forces of nature or altering the equipment. Power Systems West shall not be responsible for failure to render the service for causes beyond its control, including strikes and labor disputes.

This Agreement is not assignable without the consent of both parties and will remain in force until cancelled by either party through 30 days written notice to the other.

Should either party breach the written Agreement, and should legal action be instituted to enforce the right or duties herein set forth, then the Court concerned may award attorney's fees to the successful party litigant.

PORTLAND
1805 NW 21st Ave
Portland, OR 97209
(503) 224-3823

SEATTLE
2004 48th Ave Ct E
Fife, WA 98424
(253) 517-1701

BOISE
1499 Market Street
Boise, ID 83705
(208) 342-6541

SALT LAKE CITY
1738 West 2340 South, Suite E
Salt Lake City, UT 84120
(801) 886-1424

DENVER
3233 Oakland Street
Aurora, CO 80010
(303) 360-7110



PowerSystemsWest.com

Payment & Cancellation Terms. Upon credit approval, full payment is due 30 days from invoice date. A 3% fee will be added for credit card payments. There shall be NO retainage. Payments not made on their due date shall accrue interest at the rate of 18% per annum. Purchaser agrees to be bound to same cancellation policy PSW is bound to with suppliers relevant to project. PSW must receive 100% payment before start-up services will be performed (failure to complete proper, authorized startup procedures may void any manufacturer warranty). Terms of any order may not be changed except by written agreement of both PSW and purchaser(s). Any request to cancel an accepted order is subject to PSW's written approval.

Miscellaneous: Any change in applicant(s) business structure shall not affect applicant(s) obligations under this agreement unless Power Systems West agrees otherwise in writing. By signing here you **AGREE TO ALL TERMS OF THIS AGREEMENT AND ALL TERMS OF ANY SALES OR SERVICE AGREEMENTS PREPARED BY Power Systems West** on behalf of applicant(s), which may be you. If other than applicant(s), signer represents that he/she is an agent of, and authorized to sign on behalf of applicant(s).

Signed _____ Date _____

Print name _____ Title _____

Email _____

PLEASE CIRCLE ALL THAT APPLY:

RESIDENCE ☐ CORPORATION ☐ BRANCH ☐ DIVISION ☐ SOLE PROPRIETORSHIP ☐ PARTNERSHIP ☐
LLC ☐

Name of Parent Company _____

Power Systems West Servicing Location: Aurora

PORTLAND
1805 NW 21st Ave
Portland, OR 97209
(503) 224-4023

SEATTLE
7824 46th Ave. Ct. E
Pike, WA 98424
(253) 572-1791

BOISE
4499 Market Street
Boise, ID 83705
(208) 342-6541

SALT LAKE CITY
3738 West 2340 South, Suite E
Salt Lake City, UT 84120
(801) 886-1424

DENVER
3223 Oakland Street
Aurora, CO 80010
(303) 360-7110

Service Agreement

It is mutually understood that this four-page proposal set forth constitutes the entire AGREEMENT

Jennifer Schenderlein

By



Service Manager

Title

8/25/2025

9-16-25

Date

By

Title

Date

PORTLAND
1805 NW 21st Ave.
Portland, OR 97209
(503) 224-3623

SEATTLE
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Fife, WA 98424
(253) 517-1701

BOISE
4459 Market Street
Boise, ID 83705
(208) 342-6541

SALT LAKE CITY
3728 West 2340 South, Suite E
Salt Lake City, UT 84120
(801) 886-1424

DENVER
3233 Oakland Street
Aurora, CO 80010
(303) 360-7110

Power Systems West (PSW) – General Terms & Conditions

1. **Warranties.** To the extent that the Goods may be covered by manufacturers' warranty, PSW hereby assigns all rights & benefits under such to Buyer, if assignable, and undertakes to assist Buyer in the coordination of any claims under such warranties. Seller makes no further warranty of any kind with respect to the Goods. PSW DISCLAIMS ANY AND ALL WARRANTIES. THERE ARE NO EXPRESS WARRANTIES AND THERE ARE NO IMPLIED WARRANTIES INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND THERE ARE NO OTHER IMPLIED OR EXPRESS WARRANTIES OF ANY NATURE WHATSOEVER.
2. **Limitation of PSW's Liability.** Purchaser(s) agrees that PSW will not be liable for any direct, consequential, liquidated, incidental, or any other damages arising from contract, equipment failure, labor, pricing, warranty, late or non-delivery, negligence, strict liability, or tort shall now or any time in the future be recoverable from PSW or any of its agents. Purchaser(s) assumes all risks and liabilities inherent with the possession or operation of the equipment provided by PSW. Purchaser's right, now existing or arising at any time in the future, to recover such damages is hereby fully, finally, irrevocably and unconditionally waived, released and discharged. Notice of any defect in the Work or Equipment shall be made within 24 hours of the act or omission giving rise to the defect. The sole and exclusive remedy is replacement of the nonconforming goods or refund of that portion of Customer's payment attributable to such goods at PSW's sole discretion.
3. **Pricing.** All pricing excludes sales and other taxes, permits, fuel, installation, and handling, all of which shall be paid by the Purchaser(s). All orders are subject to acceptance by PSW at the time of order release. Prices may be adjusted by PSW, upon notice to Purchaser(s), at any time prior to delivery to reflect any increase in PSW's cost of materials, components, shipping, and/or logistics, fuel, change in law, labor, taxes, duties, tariffs, quotas, acts of Government, force majeure, or any extra and unforeseen or unusual cost elements.
4. **Payment & Cancellation Terms.** Upon credit approval, full payment is due 30 days from Invoice date. A 3% fee will be added for credit card payments. There shall be NO retainage. Payments not made on their due date shall accrue interest at the rate of 18% per annum. Purchaser agrees to be bound to same cancellation policy PSW is bound to with suppliers relevant to project. PSW must receive 100% payment before start-up services will be performed (failure to complete proper, authorized startup procedures may void any manufacturer warranty). Terms of any order may not be changed except by written agreement of both PSW and purchaser(s). Any request to cancel an accepted order is subject to PSW's written approval.
5. **Default.** In the event the Purchaser(s) defaults on this invoice, Purchaser shall pay all recovery fees and costs. If a legal action is filed, Purchaser(s) shall pay PSW's reasonable attorney fees and costs (whether in the state or federal courts, including but not limited to the bankruptcy courts) for any court annexed arbitration, on any appeal, and on denial of any petition for review even if no action is filed. This invoice shall be governed by and construed in accordance with Oregon law without resort to its conflict of laws principles.
6. **Shipping and Delivery.** All Equipment shall be shipped F.O.B. manufacturer's factory unless otherwise agreed in writing by PSW and purchaser(s). PSW is not responsible for goods lost or damaged in transit. In the event PSW agrees to delay shipment at purchaser's request, purchaser is responsible for any storage and handling costs. All orders are subject to availability to PSW at its then existing locations, sources, suppliers and costs. All delivery dates and times provided, if any, are estimates only and do not establish agreed upon delivery date(s). PSW will not be liable for any associated costs or damages for delivery delays.
7. **Return Policy.** It is at PSW's sole discretion to determine if goods will be considered for return from Purchaser(s). To be eligible to return goods, Purchaser(s) return request must occur in writing and within the first 30 days of receipt and must be inspected and approved by PSW in writing. Upon written approval, the purchaser(s) will be subject to a 25% restock fee plus any additional freight and handling charges on all return items.
8. **Indemnity and Hold harmless.** To the fullest extent permitted by law, purchaser(s) shall fully and forever indemnify, defend (with counsel reasonably acceptable to PSW) and hold PSW's employees, directors, successors and assigns harmless from any damage, claim, loss, expense and attorney fees (including those prior to any action, in an action and on any appeal) related to the performance or non-performance of purchaser's obligations under this Agreement; the ownership, performance or operation of the Equipment; or PSW's liability, if any, under CERCLA, RCRA, or any other federal or state statute related to toxic, hazardous or other dangerous substances.

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