



FULL SERVICE MAINTENANCE AGREEMENT

The intent of this agreement is to describe special terms and conditions for the CUSTOMER with vendor maintenance, for the Elgin MODEL street sweeper. The proposal is written to insure that equipment operated by you will provide the lowest total cost during its useful life.

COST:

Full Service Package \$ 19,000.00 per year. \$ 57,000.00 for contract term (3 year).

Includes all service, repairs, maintenance, parts and consumable items (brooms, wear shoes, curtains, fluids and filters). Does not include any repair or parts caused by operator misuse or abuse.

DEFINITIONS:

- The term "you" shall mean the CUSTOMER.
- The term "Bell" shall mean Bell Equipment Company, the OEM dealer who represents the manufacturer of the equipment being proposed.
- The term "Fleet Management" shall mean CUSTOMER or their designated representative, wherein the equipment will be operated and maintained.
- The term "Bell Principal" shall mean the principal person or his/her designated representative of Bell, whom this contract shall apply.
- The term "normal work day" shall mean a day which falls on or between Monday and Friday of the calendar week, 52 weeks a year, excluding identified holidays. A list of all Levy holidays shall be supplied to Bell from you upon award of this contract.
- The term "normal working hours" shall mean the time period of a normal workday when the CUSTOMER main equipment shop and/or maintenance facility is normally open for operation. You shall supply Bell with this information upon award of this contract.

- The term "in-service date" shall mean the date the CUSTOMER places the unit in operation. The company will notify the Bell Principal of the in-service date.
 - The term "downtime" shall mean the period of time measured in normal work days that the unit is unable or unsafe to perform those operations for which the unit was designed.
1. The maintenance period shall be for a three (3) year term.
 2. The training will require a minimum of one (1) day for operating and one (1) day for daily maintenance.
 3. The CUSTOMER is responsible for providing fuel, tires, and an operator for the street sweeper.
 4. The CUSTOMER is responsible for the daily maintenance of the street sweeper in accordance with instructions from Bell and/or the manufacturer. This includes keeping the machine clean and lubricated.
 5. All specified service, maintenance and repairs will be done by Bell service personnel at CUSTOMER's designated Michigan location. Bell shall be fully responsible for transporting to and from your facility, at no cost to you for any repairs or maintenance required, if said repairs or maintenance cannot be completed at Levy's site.
 6. Bell is responsible for the cost and labor of the following:
 - a) All consumable items including brooms, dirt shoes, skirting, fluids and filters.
 - b) Any needed replacement part needed to due to component failure or wear. The CUSTOMER will be responsible for any part or component and labor caused by neglect, accident or damage to sweeper.
 - c) Street sweeper and related components
 - d) Truck chassis, drive train and related components
 - e) All weekly, monthly, semi-annual and annual maintenance requirements
 7. This proposal is based on maximum average annual usage of the street sweeper equipment of 1,500 engine hours per year. An hourly charge of \$ 12.00 will be invoiced for hours exceeding 1,500 average annual engine hours per year.
 8. Bell shall guarantee that the equipment purchased under this contract will be available for operation at least 90% of normal workdays. Bell shall guarantee that the equipment purchased under this contract will not be out of service for more than five (5) consecutive, in any 100 consecutive, normal work day period.
 9. Equipment availability shall apply to equipment put out of service due to faulty parts, components, or equipment design, which render the unit unable or unsafe to perform those operations for which the unit is designed. CUSTOMER's supervising personnel, after inspection will determine in conjunction with a Bell Principal, if the unit was

inoperable or unsafe. Equipment availability shall not apply to equipment during routine maintenance or equipment put out of service due to theft, vandalism, accident, the CUSTOMER's personnel negligence or act of God.

10. The unit will be considered out of service starting the first normal work day, following Bell notification by the CUSTOMER that the unit is inoperable or unsafe and requires repair. Therefore, the downtime clock will start at the beginning of the first normal work day, following such notification. The CUSTOMER Fleet Manager will notify the Bell Principal during normal working hours of a unit that is out of service and requires repair. The unit will be considered in service (operational) starting the first normal work day following the completion of the repair and/or return of the repaired unit. Therefore, the downtime clock will stop at the beginning of the first normal day following the repair completion or return of the repaired unit.
 11. Equipment availability or in-service percentage (uptime) will be computed by Levy at the end of each 100 consecutive, normal work day period, beginning from the in-service date, using downtime increments of normal work days. The CUSTOMER will use the following formula to compute equipment availability at the end of each 100 consecutive, normal work day period: $Equipment\ Availability = [(100\ Days - Downtime)/100\ Days] \times 100\%$
- NOTE: The term "Days" refers to normal workdays. The term "Downtime" refers to the total downtime accumulated during the 100 consecutive, normal workday period.
12. Bell will credit the CUSTOMER a daily amount of \$100.00 for each normal workday required to provide 90% availability in the event a replacement unit is not available.
 13. Bell will provide a relief unit should repair downtime be more than five (5) consecutive normal workdays. All costs associated with securing and delivering the relief unit shall be at Bell's expense, with no cost to the CUSTOMER. The relief unit must be functionally equivalent to its replacement.
 14. This guarantee shall be in effect for a period of three (3) years. Time will be measured in calendar years from the in-service date and engine hours will be recorded on the electric, solid state hour meter provided with the unit.

CUSTOMER

Bell Equipment Company

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____