

# MILE HIGH MAINTENANCE INC

d/b/a MILE HIGH MECHANICAL

## TERMS AND CONDITIONS

*Effective 12/10/2020*

*Invoicing & Payments Added 4/13/15 BB*

*Interest & Late Fees Amended 11/1/18 SJ*

*Invoicing & Payments Amended 12/10/20 SJ*

MILE HIGH MAINTENANCE INC d/b/a MILE HIGH MECHANICAL (MHM) is a privately owned and operated business. By contacting and requesting service from MILE HIGH MECHANICAL, you agree to the Terms and Conditions listed below.

**DEFINITIONS:** Where the context permits, the following words shall have the meanings indicated.

"FIELD SERVICE" means installation, inspection, servicing, reconditioning, start-up, alteration, repair, replacement, or correction of Equipment, or a part thereof, or assistance with respect thereto.

"FIELD SERVICE REPRESENTATIVE" means the person(s) authorized by MHM, to furnish Field Service hereunder.

"EQUIPMENT" means the HVAC unit or associated equipment that is the subject of the Field Service rendered hereunder.

"CUSTOMER" means the person, partnership, company, or entity requesting services hereunder.

**SCOPE OF PROVISION:** All services rendered shall be governed by MHM, and are subject to ALL terms and conditions as stated within. MHM will provide service as needed by the requestor, and guided by the desires of the requestor up until the safety of the property or a life safety issue arises, at which point those concerns shall warrant all desired repairs or actions taken until the situation is safe and approved by onsite personal or MHM management.

**CONTRACT WORK:** MHM shall offer the services specified in the Quotation in agreement with the terms and conditions specified herein. Customer shall indicate its acceptance, by executing and returning the attached acknowledgment of the MHM Contract or any other written acceptance or verbal confirmation, by directing MHM to commence Field Service in any manner, by accepting Field Service, or by making payment for all or any part thereof. These Field Service Terms and Conditions, together with the MHM Service Order attached hereto, shall constitute the entire agreement of the parties and shall not be modified except by written change order issued and signed by MHM. No prior representations, inducements, promises, or agreements between the parties, oral or written, not embodied herein shall be of any force to effect any said prior representations, inducements, promises, or agreements and are hereby revoked and superseded. No terms stated by Customer in accepting or acknowledging this offer or otherwise shall be binding except as expressly incorporated herein by MHM, and Customer is hereby notified of MHM's objection to and rejection of additional or different terms in customer's purchase order, acknowledgment or other forms.

**WARRANTY:** Services - MHM shall warranty all work performed by MHM employees for the period of ninety (90) days from the date of completion of the Field Service Work, which is determined by the date of the invoice for said Field Service Work. This warranty does not include manufacturers' warranties or extend the length of manufacturers' warranties for any parts or supplies used in the completion of said Field Service Work. **This warranty only covers the workmanship of MHM employees.** This warranty shall be deemed void if the client alters, changes, removes, disconnects or repairs any of the work covered in the Field Service Work invoice. This warranty shall also be deemed **VOID** if the client hires or allows free of charge to the client, another person(s), company or contractor other than MHM to alter, change, remove, disconnect or repair any of the work covered in the Field Service Work invoice.

**LIMITATION OF LIABILITY:** NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, UNDER NO CIRCUMSTANCES, WHETHER ARISING IN THE CONTRACT, EQUITY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL MHM, ITS AGENTS, AND ITS EMPLOYEES BE RESPONSIBLE OR LIABLE FOR LOSS OF PROFIT, LOSS OF OPERATING TIME OR LOSS, OR REDUCTION IN USE OF, ANY FACILITIES (INCLUDING EXISTING FACILITIES) OR ANY PORTION THEREOF, INCREASED EXPENSE OF OPERATION OR MAINTENANCE, EXPENSE OR REPLACEMENT PRODUCTS, OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, UNDER NO CIRCUMSTANCES SHALL MHM, BE RESPONSIBLE OR LIABLE FOR ANY LOSS, COST, OR DAMAGE ARISING FROM ANY SOURCE WHATSOEVER, INCLUDING NEGLIGENCE, IN EXCESS OF THE PRICE PAID BY CUSTOMER FOR THE FIELD SERVICE, PARTS AND MATERIALS WHICH GIVES RISE TO THE LOSS, COST, OR DAMAGE.

**INVOICING:** MHM shall invoice the customer for all charges incurred in accordance herewith and such invoices shall be due upon receipt and payable within thirty (30) days following the issue date of the invoice unless specified otherwise via contract documents. Interest charges may be applied to delinquent invoices unless payment arrangements have been made between the customer and MHM. There will be NO grace period before interest and late fees may be applied to delinquent invoices. Delinquent invoices will be subject to a minimum charge of \$75 or 3% per month of the unpaid balance whichever is greater. Requesting services from MHM arbitrarily waives all legal limits for interest application and collections by Governing laws or ordinances and the customer agrees to these stated fees in its entirety. **Effective Dec 10, 2020:** When you provide a check for payment on your account, you authorize MHM to use information from the check to make a one-time electronic transfer (e-check) from your bank account for the amount of the check submitted. Funds may be withdrawn from your bank account as soon as the same day we process your payment.

**DELAY:** MHM, shall not incur or be responsible or liable for any liability of any nature whatsoever for any delay in performing Field Service or any loss, cost, or damage arising there from is such loss, cost damage, delay, or failure is attributable in whole or in part to any cause or any causes beyond the reasonable control of MHM, These causes include, but are not limited to, any act of God or the public enemy; compliance with any order, decree, or request of any governmental authority; act of declared or undeclared war; public disorder; rebellion, sabotage; fire; flood; explosion; accident; riot; delays in transportation, strike; labor difficulty or other concerted act of workmen, whether direct or indirect; inability to obtain necessary fuel, material, or equipment from normal sources of supply; production set-aside; declaration of national emergency; mobilization of industry whereby material and labor required for completion of the Field Service hereunder are allocated or controlled, or any other cause not within the control of MHM, of which MHM, is unable to avoid by exercise of reasonable care. Upon the occurrence of any such delay, the estimated time for completion and shipment of the Equipment shall be extended for a time equal to the delay time.

**ASSIGNMENT:** Customer may neither assign, in whole or in part, Customer's interest herein without the prior written consent of MHM.

**NAME:** Effective Oct 1, 2017 Mile High Maintenance incorporated to be known as Mile High Maintenance Inc. Effective Mar 1, 2019 Mile High Mechanical will be operated as a d/b/a under Mile High Maintenance Inc.

**HEADINGS AND SEVERABILITY:** Any headings preceding the text of the several articles hereof are inserted solely for convenience of reference, shall not constitute a part hereof, and shall not otherwise affect the meanings, content, effect, or construction hereof. In the event that any provisions contained herein or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remaining provisions hereof and the application of such provision which it is held invalid or unenforceable shall not be affected thereby, and each provision hereof, notwithstanding said invalidity or unenforceability, shall remain valid and enforceable to the fullest extent permitted by law.

### **FURTHERANCE AND RESTATEMENTS**

MHM reserves the right to refuse service to any individual or organization for any reason.

MHM reserves the right to decline working in inhospitable, unhealthy, or unsafe conditions. If a technician from MHM arrives and finds these conditions, he/she has the right to refuse service, will take evidentiary photos or video of such conditions and MHM will bill for the standard two hours.

MHM reserves the right to perform maintenance and repairs in the manner that they feel is appropriate and in the best long term solution for the benefit of the property. This may include temporary solutions to meet emergency needs that may not be a standard practice but will always be a safe solution to property and life safety, until permanent repairs are made. MHM further reserves the right to NOT repair equipment that they feel would jeopardize property safety or life safety and will tag out and lock out such equipment and take video evidence of such actions.

MHM reserves the right to bill for time spent collecting, inspecting and testing any and all equipment, systems or other parts and materials needed to complete the work MHM is hired for.

MHM warrants any repair or service work performed for 90 DAYS after completion. Any new installations are warranted for 12 months from the day of commissioning. These warranties will be considered null and void if a third party performs any kind of service to the equipment or system that MHM worked on.

MHM does not provide warranty for any parts or equipment installed by MHM beyond the manufacturer's warranty.

MHM offers quotes and firm price bids on a variety of jobs. Most quotations are provided for free, however all firm bid quotations are expected to exceed \$ 2,500.00 and are only done via site visits. If bids are being sought by multiple contractors, this will be shared before MHM begins their assessment and a Project scope MUST be provided. If it is found after the fact that multiple bids are being sought MHM reserves the right to bill for all time spent and those requesting the quotations agree to pay for all time spent in conjunction with said quotation. Job valuations under \$2500.00 MHM will not provide firm price quotations, but will give an Estimate

only and will only be done via phone conversations with information provided.

MHM offers 24/7 emergency on-call service (After Hours). This service is billed by MHM at 1.5x the normal rate, except on holidays, when it is billed at 2x the normal rate, and on Christmas Day, when it is billed at 3x the normal rate (IF SERVICES ARE PROVIDED). These after-hours service calls can include additional costs to open supply houses in order to obtain the necessary materials, equipment, tools or systems to complete the job. Time on after hours calls is billed from door to door by the on call technician. By requesting emergency service after hours, you consent to these additional charges