

MAINTENANCE SERVICE AGREEMENT

THIS MAINTENANCE SERVICE AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2024, by and between Pahrump Community Library, 701 East Street, Pahrump, Nevada 89048 ("Library"), and Gunny's Air Conditioning and Plumbing, 3961 N. Leslie Street, Pahrump, Nevada, 89060 ("Contractor"). The Library and the Contractor may be individually referred to as "Party" or collectively referred to as the "Parties".

RECITALS

WHEREAS, the Library desires quarterly service and inspection of the heating, ventilation and air conditioning ("HVAC") system.

WHEREAS, Contractor is a licensed contractor in the State of Nevada and desires to contract with Library to provide inspection and maintenance of the Library's HVAC system in accordance with the scope of services and on the terms and conditions set forth in this Agreement.

NOW THEREFORE, it is hereby agreed by and between the Parties as follows:

1. SCOPE OF WORK. Contractor shall provide the services as set forth in Estimate Number 277579, dated April 11, 2024, attached hereto and incorporated herein by reference as Exhibit "A."

2. PROVISION OF SERVICES.

2.1 Contractor shall provide all material and labor to perform the services set forth in this Agreement in a workmanlike manner according to standard industry practices.

2.2 All materials are guaranteed to be as specified in this Agreement. In the event the materials specified in this Agreement are no longer available, then comparable materials of kind and quality shall be substituted at the discretion of Contractor. Any alteration or deviation in materials, except as herein identified, involving extra costs will be executed only upon written orders, and shall become an extra charge over and above the Agreement price.

2.3 All services performed under this Agreement shall be conducted during normal business hours.

2.4 Four (4) maintenance checks per unit shall be defined as services being performed under this Agreement on the following months: March; June; September; and December and shall be referred to as "Maintenance Checks."

3. TERM. This Agreement shall commence on the first Maintenance Check month following execution by all Parties and shall continue for a term of one (1) year, or unless otherwise cancelled by either Party as set forth in this Agreement.

4. PRICE.

4.1 Library shall pay Contractor an annual fee of three thousand five hundred twenty dollars (\$3,520.00) at the commencement of this Agreement for the satisfactory performance of the Scope of Work as set forth in paragraph 1.

4.2 Contractor agrees that, upon receipt of monies from Library based upon a claim against Library for payment under this Agreement, monies due and owing to employees, subcontractors, and others under that claim will be paid to those employees, subcontractors, and others forthwith. Failure to do so constitutes a material breach of this Agreement. Library reserves the right to make out reimbursement checks with Contractor and its subcontractors as joint payees if Library determines that it is in its best interests to do so.

5. FORCE MAJEURE. Neither Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make previously owed payments to the other Party hereunder) when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)") that frustrates the purpose of this Agreement: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) epidemic, pandemic or similar influenza or bacterial infection (which is defined by the United States Center for Disease Control as virulent human influenza or infection that may cause global outbreak, or pandemic, or serious illness); (j) emergency state; and (k) other similar events beyond the reasonable control of the Impacted Party.

6. INDEPENDENT CONSULTANT. The Parties agree that Contractor including any of Contractor's employees, agents or subcontractors is an independent contractor and that Contractor is not a Library employee or agent of Library, and, further, by explicit agreement of the Parties, there shall be no:

- 6.1 Withholding of income taxes by the Library;
- 6.2 Industrial insurance coverage provided by the Library;
- 6.3 Participation in group insurance plans which may be available to employees of the Library;
- 6.4 Accumulation of vacation or sick leave;
- 6.5 Unemployment compensation coverage provided by the Library if the requirements of NRS 612.085 for independent contractors are met; or
- 6.6 Worker's compensation coverage provided by the Library.

7. TRANSFER/ASSIGNMENT/DELEGATION. Contractor agrees that there shall be no transfers or participation in this Agreement granted to any third party without written consent from Library. Contractor shall neither assign, transfer nor delegate any right, obligations or duties under this Agreement without prior written consent of Library. No assignment of rights or delegation of duties of this Agreement shall be effective until the Assignee assumes in writing the obligations or

the assigning party and delivers such written assumption to the other original party to this Agreement. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the Library and Contractor.

8. INDEMNIFICATION AND INSURANCE.

8.1 Contractor agrees to fully exonerate, indemnify and hold Library harmless from and against all claims or actions, based upon or arising out of damage or injury (including death) to persons or property caused by and/or sustained in connection with Contractor's negligent performance under this Agreement or by conditions created thereby, or the intentional misconduct of Contractor.

8.2 Contractor will maintain in effect, for the terms of this Agreement, employers' liability insurance and workers' compensation, at not less than the statutorily required minimums, for any employees who may or will do any work under the provisions of this Agreement.

8.3 Contractor shall secure and maintain throughout the term of this Agreement professional liability insurance in the amount of Three Hundred Thousand Dollars (\$300,000) per claim and Five Hundred Thousand dollars (\$500,000) per occurrence/aggregate for professional liability insurance.

9. COMPLIANCE WITH APPLICABLE LAW AND REGULATIONS. During the term of this Agreement and while performing the scope of work, Contractor agrees to perform all terms and conditions of this Agreement in a lawful manner and in conformity with all applicable laws and codes of the United States and of the State of Nevada, and all ordinances, rules, and regulations of Nye County, Nevada, and of any and all other competent public authority applicable to the performance of Contractor's duties. Contractor agrees to maintain active and in good standing its licensure with the Nevada State Contractors Board. Failure by Contractor to comply with any applicable laws, codes, ordinances, rules and/or regulations constitutes a material breach of this Agreement.

10. CONFIDENTIALITY OF INFORMATION. The disclosure of all information shall be subject to the provisions of Nevada Revised Statutes, Chapter 239, and other applicable law.

11. STANDARD OF CARE. Contractor shall perform its services to the standard of care of a reasonable Contractor that is performing the same or similar work, at the same time and locality and under the same or similar conditions faced by Contractor.

12. TERMINATION OF AGREEMENT WITHOUT CAUSE. Either Party to this Agreement has the right to terminate this Agreement without cause by giving not less than thirty (30) calendar days written notice to the other party by U.S. Postal Service certified mail to the addresses listed on the signature lines of this Agreement or by hand delivery of such notice to the other party.

12.1 In the event of termination without cause by Library, Contractor shall be

compensated for all services rendered and expenses incurred up to the termination date, pursuant to the provisions of this Agreement.

12.2 In the event of termination without cause by Contractor, Library will be compensated either directly and/or in the form of a reduction in its outstanding obligation for all costs caused by Contractor's cancellation.

13. TERMINATION OF AGREEMENT WITH CAUSE.

13.1 This Agreement may be terminated without prior notice by Library if Contractor fails to complete the Scope of Services in a manner which Library deems satisfactory, and Library may impose such sanctions as it may determine to be appropriate, including, but not limited to:

13.1.1 Withholding of payments to Contractor under this Agreement until Contractor complies;

13.1.2 Cancellation, termination or suspension of this Agreement in whole or in part; and/or

13.1.3 Charging to Contractor all costs caused by the breach.

13.2 In the event of termination without prior notice by Library, Library shall give written notice to Contractor as soon thereafter as is practicable by U.S. Postal Service Certified Mail to Contractor's address herein, or by hand delivery of such notice to Contractor.

14. GOVERNING LAW, VENUE AND COSTS.

14.1 This Agreement shall be governed, construed and interpreted by, through and under the laws of the State of Nevada. The Parties hereby agree that venue for any and all disputes related to this Agreement shall be in the Fifth Judicial District Court of the State of Nevada, in and for the County of Nye.

14.2 The Parties further agree that, should it become necessary for either party hereto to take legal action to enforce any rights and/or obligations outlined herein, that the prevailing party shall be entitled to recover their costs to the extent provided for by law, with each party to bear their own attorneys' fees unless otherwise provided for by law.

15. BANKRUPTCY. Under no circumstances shall this Agreement or any of Contractor's rights hereunder, constitute an asset of the estate of Contractor or any company in which Contractor holds an ownership interest, in bankruptcy or similar proceedings involving the insolvency of Contractor or such company.

16. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be fully effective as an original, and all of which together shall constitute one and the same instrument.

17. ENTIRE AGREEMENT. This Agreement constitutes the final and entire agreement between the parties. The rights and obligations of the parties shall be determined solely from the terms of this Agreement, and any prior or contemporaneous oral agreements are superseded by and merged into this Agreement.

18. PRECEDING AGREEMENTS. Upon full execution and implementation, this Agreement supersedes and voids any and all other preceding agreements between Contractor and Library relating to services to be performed under this Agreement.

19. AMENDMENT OF AGREEMENT. This Agreement cannot be varied or modified orally and may only be varied or modified by a written instrument duly executed by the Parties.

20. SEVERABILITY. If any provision of this Agreement is held to be invalid, such invalidity shall not affect the validity of any other provisions of this Agreement, which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

IN WITNESS WHEREOF, the Parties do hereby execute this Agreement binding themselves to the full performance of this Agreement.

Dated: _____,

Pahrump Community Library ("Library")
701 East Street
Pahrump, Nevada 89048

By: _____,
John Shewalter, Chair

Dated: _____,

Gunny's Air Conditioning and Plumbing
("Contractor")
3961 N. Leslie Street
Pahrump, Nevada 89060

By: _____,

EXHIBIT “A”



Air Conditioning and Plumbing

3961 N Leslie St
Pahrump, NV 89060

ESTIMATE	#277579
ESTIMATE DATE	Apr 11, 2024
SERVICE DATE	Apr 11, 2024
EXPIRATION DATE	May 11, 2024
TOTAL	\$3,520.00

Pahrump Community Library
Pahrump Community Library
701 East St.
Pahrump, NV 89048

(661) 435-6544
morrpower@hotmail.com

SERVICE ADDRESS

Pahrump Community Library, 701 East St.

CONTACT US

(775) 727-6800
accounting@gunnysac.com

Service completed by: Bill Howard

ESTIMATE

Services	qty	unit price	amount
Services - Estimate	4.0	\$880.00	\$3,520.00
Quarterly Commercial HVAC Service Plan For Units With Two (2) Compressors.			
Service includes:	1.0	\$0.00	\$0.00
Four (4) maintenance checks per unit. Maintenance check includes: Clean and lubricate all bearings, motors, pumps and drives as required. Check and adjust drive belts as needed. Check for refrigerant leaks. Check evaporator and condenser coils. Check and adjust temperature controls. Tighten loose terminal connections. Check and inspect vent and vent operation. Test operation of safety switches. Check and test electrical circuits, switches and relays. Clean lint and dirt from air cooled condenser coils. Check operating pressures and refrigerant levels. Take starting and running amperages of motors and compressors. Change filters. Any repairs needed during the duration of the plan will receive a 15% discount.			
Services - Estimate	1.0	\$0.00	\$0.00
Quarterly Commercial HVAC Service Plan			
Service includes:	1.0	\$0.00	\$0.00
Four (4) maintenance checks per unit. Maintenance check includes: Clean and lubricate all bearings, motors, pumps and drives as required. check for refrigerant leaks. Check evaporator and condenser coils. Check and adjust temperature controls. Tighten loose terminal connections. Check and inspect vent and vent operation. Test operation of safety switches. Check and test electrical circuits, switches and relays. Clean lint and dirt from air cooled condenser coils. Check operating pressures and refrigerant levels. Take starting and running amperages of motors and compressors. Clean filters. Any repairs needed for the duration of the plan will receive a 15% discount.			
Item - Unit Make, Model, Serial#	1.0	\$0.00	\$0.00
HP-1 Trane M# WCH150E30BBC S# 122811337D			

HP-2
Trane M# WCH180E30BBC S# 122811301D
HP-3
Trane M# WCH240E30BBC S# 122910102D
HP-4
Trane M# WCH240E30BBC S# 122910021D
Mini split
Daiken M# RXB12AXVJU S# 20633401

Filter size: 20x20x2 pleated filter	24.0	\$0.00	\$0.00
Filter size: 20x25x2 pleated filter	16.0	\$0.00	\$0.00
Duration of the agreement is twelve (12) months from date of acceptance.	1.0	\$0.00	\$0.00
Detailed reports will be given on each unit at time of service to include any recommended repairs and a detailed quote to complete those repairs.	1.0	\$0.00	\$0.00

Services subtotal: \$3,520.00

Subtotal \$3,520.00

Total \$3,520.00

Click this link to leave us a review for \$25 off your next service: Must be done in person to receive discount onsite.

Google Review <https://g.page/r/CQAOI7mMkNfBEAl/review>

The AC Guys, Nevada State Plumbing NV Lic. #88838, #89710 MHL #0425, BID LIMIT \$2,600,000

NRS 624.520 RESIDENTIAL RECOVERY FUND.

Payment may be available from the Residential Recovery Fund, if you are damaged financially by a project performed on your residence pursuant to a contract, including construction, remodeling, repair or other improvements, and the damage resulted from certain specified violations of Nevada law by a contractor licensed in this state.

To obtain information relating to the Residential Recovery Fund and filing a claim for recovery from the Fund, you may contact the

Nevada State Contractors Board at the following locations:

SOUTHERN NEVADA: Address: 2310 Corporate Circle, Ste 200 Henderson, NV 89074. Phone: (702) 486-1100 Fax: (702) 486-1190.

NORTHERN NEVADA: Address: 9670 Gateway Drive, Ste 100 Reno, NV 86521. Phone: (702) 688-1141 Fax: (702) 688-1271. Hours of operation Monday - Friday 8:00 am - 5:00 pm.