



800-755-CHUTE

Agreement # _____

ODOR CONTROL SERVICE AGREEMENT

Client's Name: _____

Location: _____

Bill To: _____

Site Mgr: _____

Phone: _____

1. SCOPE OF SERVICE

CHUTE DOCTOR hereby agrees to service the following Chute Doctor Odor Control System(s) hereinafter "system". The monthly service fee for the system includes the operation and maintenance of the Chute Doctor system(s) and the delivery and installation of the specified number of liters of solution, for a minimum period of _____ (12/24/36) months, beginning on ____/____/____.

System Number(s)	Solution	No of Liters	Equip. Location
CD- _____	_____	_____	_____
CD- _____	_____	_____	_____
CD- _____	_____	_____	_____

ELECTRICAL POWER SUPPLY: 115 VAC. (TO BE PROVIDED BY CLIENT)

The service fee for the above is \$ _____ per month, due and payable upon receipt of invoice, with a one-time installation fee of \$ _____. The installation fee and first monthly payment is due upon execution of this contract. (Prepayment fee will be waived if credit card account is established). This offer is open for acceptance for 30 days from ____/____/____, unless extended in writing.

2. Chute Doctor Shall:

Service the system and supply the specified liters of Solution for all equipment on full service, pursuant to its regular service schedule. In addition to the regular service schedule Chute Doctor will make necessary service calls to ensure the proper operation of the system.

Equipment location: _____ (see survey).

3. ASSURANCE OF SATISFACTION

Included as part of our commitment to our clients, CHUTE DOCTOR offers the following:

At any time during the first month from date of installation, should the client not be satisfied with the System, simply notify Chute Doctor in writing and if we are unable to correct the system performance by month end, the client may terminate this agreement by written notice. In the event the client terminates this agreement within the first 30 days the client shall only be responsible for the first months full service charge and installation fee.

Buchanan Company, Inc.
1016 East Edna Place • Covina CA 91724-2411
(626) 331-3014 • Fax: (626) 339-8047 • www.chutedr.com • info@ChuteDr.com
California License # 767939 • Arizona License # 149925

CHUTE DOCTOR
ODOR CONTROL SERVICE AGREEMENT

Please initial
each below item.

_____ **4. System:**

All systems installed and serviced pursuant to this agreement shall remain the property of Chute Doctor and may not be sold or disposed of in any way. Chute Doctor will be entitled to charge for the loss or damage to any of its system(s) after installation. Upon termination of the agreement Chute Doctor will remove the system(s) and installation attachments from the client's premises and shall not be held liable for any consequential damages; Chute Doctor or its agent has express permission to enter the premises to service or remove the system(s). Chute Doctor is not responsible for any wear and tear to the clients premises, which may occur in the normal course of installation, operation and /or removal of equipment.

_____ **5. Payment:**

The installation fee and first payment is due upon execution of this agreement (Prepayment will be waived if credit card account is established), and subsequent payments upon receipt of invoice. Late payments will be charged 2% per month, 24% per annum. Chute Doctor at their discretion may terminate this agreement if a payment is overdue and the client shall remain liable for any and all payments due until the end of the term of this agreement. A removal fee, equal to the current installation charge, will be charged in addition to the full value of this contract and be payable by the Client upon receipt of invoice. Should Chute Doctor, in its sole discretion, resort to collection solutions the customer agrees to pay for all company, agency and court cost and attorneys fees.

_____ **6. Obligation of Client:**

The Client shall at its own expense

- Provide the necessary electrical supply for the equipment to operate.
- Comply with all laws, ordinances, rules and regulations of federal, state, and local authorities relating to or affecting the work hereunder and shall secure and obtain all permits, licenses as may be necessary in connection here with.
- Be liable and reimburse Chute Doctor for the replacement cost and/or repairs of the contracted system in the event of Theft, Vandalism, Fire, Abuse, and Acts of God. Removal of the system, in whole or in part, which occurs without written permission of Chute Doctor.
- Provide all required access keys and or codes necessary for access to service the equipment.
- Not use any product other than Chute Doctor solution in the system.
- Not make any alteration, addition or modification to the system or alter pre-set atomizing intervals.

_____ **7. Indemnification:**

The client shall indemnify and hold harmless Chute Doctor, its parent, affiliates, employees and contractors from and against all claims, damages, loss, costs, injuries and expenses arising out of or relating to the services performed and/or materials furnished under this agreement.

_____ **8. Term of Agreement:**

This agreement shall begin on ____/____/____ and extend for a minimum period as defined in paragraph 1 Scope of Service and shall automatically renew for successive one-year periods thereafter unless either party shall give written notice of termination to the other party (60) sixty or more days prior to the expiration of this agreement or any renewal hereof. On renewal, the full service fee shall be adjusted to reflect the Chute Doctor rates and prices in effect at that time.

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9. General Provisions

9.1 Notices: Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the address appearing at the top of this Agreement, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two days after mailing.

9.2 Assignment: Neither this Agreement nor any duties or obligations under this agreement may be assigned by client without the prior consent of Chute Doctor.

9.3 Entire Agreement and Modifications: This agreement supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the rendering of services by Chute Doctor to client and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged.

9.4 Partial Invalidity: If any provision in this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

9.5 Governing Law: This agreement is entered into in the City of Covina, California and shall be construed and interpreted in accordance with the laws of the state of California. Any action or suit related to this Agreement shall be brought in the county of Los Angeles in the state of California.

9.6 Arbitration: Any dispute that arises under this Agreement shall be fully and finally resolved by binding arbitration under the auspices and commercial arbitration rules of the American Arbitration Association in Los Angeles, California. The prevailing party in any arbitration shall be entitled to costs, including attorney fees as awarded by the arbitrator.

AGREEMENT ACCEPTANCE:

In acceptance of the terms and conditions above, this agreement is entered into this _____ day of _____ 20_____. (Attach board approval if required).

Client's Authorized Signature: _____
Print Name: _____
Print Title: _____
Site Contact: _____
Chute Doctor Authorized Signature: _____

Client's Phone #: _____
Fax #: _____
P.O. # (if applicable) _____
Site Phone #: _____
Chute Doctor Contact: _____