



## DISCLAIMER

The following Sample Agreement is included for your reference and convenience only. The Ohio Department of Development supplies this to you to use in conjunction with an independent legal review and advice, in developing your own agreement to be used for contracting with vendors. The Ohio Department of Development provides no assurance or guarantee that this sample agreement is sufficient for every entity's purposes. You should review the agreement and consult with your own professional advisors before it is used in whole or in part. 02.05.08

### **MODEL APPLIANCE AGREEMENT**

THIS AGREEMENT, entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_, of the City of \_\_\_\_\_, State of Ohio, hereinafter referred to as the "Authorized Provider", and \_\_\_\_\_, of the City of \_\_\_\_\_, State of \_\_\_\_\_, hereinafter referred to as the "Appliance Vendor". This Agreement will be in effect for the time period of \_\_\_\_\_, 20\_\_ through \_\_\_\_\_, 20\_\_.

#### **Background Information**

- A. This program was started as a result of Senate Bill Number 3, entitled the Restructuring of the Electric Industry to Permit Competition Act and is called the Universal Service Fund Electric Partnership Program (EPP). The intent of the EPP is to reduce the electric usage of customers enrolled in the Percentage of Income Payment Plan (PIPP). By reducing the usage of these customers, the accompanying arrearage owed to the electric investor owned utility companies will be reduced. The arrearage for these customers is currently being collected by the investor owned utilities from a PIPP rider that is charged to all customers of the electric utility company. A reduction in the arrearage within the PIPP customer population is expected to result in a lowering of the PIPP rider being charged to all of the customers.
- B. This Agreement will set forth the responsibilities of the Authorized Provider (or their designees) to do the following procedures for (1) determining the current usage of existing refrigerators and/or freezers, (2) documenting the appropriate information concerning the residential dwelling applicable to the removal of these current appliances or the delivery of new appliances, and (3) communicating a work order to the Appliance Vendor specifying the appropriate information necessary for a satisfactory completion of delivery.

- C. This Agreement shall also set forth the responsibilities of the Appliance Vendor (or their designees), as directed by the Authorized Provider and in a satisfactory and proper manner as determined by the Authorized Provider to perform the following procedures for (1) delivery of refrigerators and/or freezers, and (2) proper disposal of refrigerators and/or freezers from residential dwellings as necessary, and (3) submit documentation to the Authorized Provider with customer signature/authorizations.

### Statement of the Agreement

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, the parties hereby agree as follows:

**Article 1. Authorized Provider Responsibility** The Authorized Provider shall be responsible for the following items:

- 1.0 The Initial Inspector / Auditor (an employee of or individual contracted for hire by the Authorized Provider) will determine when a given measure is cost-effective, desired by the customer, and feasible using procedures and software provided by ODOD. The Initial Inspector / Auditor will show to the customer cut sheets or brochures with photos or illustrations and dimensions, of any new appliance(s) being considered.
- 1.1 If the Appliance Vendor identifies a substitute appliance unit due to a manufacturer no longer manufacturing a designated unit, or a unit becomes unavailable, the Authorized Provider shall submit to ODOD the Energy Guide kWh per year information to update the software of replacement units.
- 1.2 When an existing appliance(s) qualifies for replacement, the Inspector / Auditor will fill out the Work Order and Customer Agreement Form from the software provided.
- 1.3 The Initial Inspector / Auditor will obtain for the Work Order, information such as customer name, address, phone number, Job Number, Utility Service Provider name, space measurements (doorways, hallways, etc.), specifications for installing new appliance(s), such as Manufacturer, Model Number, additional features (non-standard color or ice maker option) and specifications for removing existing appliance(s), such as Manufacturer, Model Number or Serial Number, and location.
- 1.4 The Initial Inspector / Auditor will obtain a signature from the customer and/or the landlord on the Work Order and the Customer Agreement Form.

- 1.5 The Initial Inspector / Auditor will communicate to the customer and/or the landlord, their responsibilities for scheduling of replacement appliance(s) and any applicable payments to be made by the customer or the landlord.

Scheduling responsibilities will include, but not be limited to the following:

- (1) preparation of existing appliances for replacement. This is to include removal of old food and non-perishable food before the delivery and moving perishable items when delivery truck arrives;
- (2) ensuring that a path has been cleared to and from the appliance to ensure easy accessibility for removal and replacement; and
- (3) that a person over the age of 18 is at the home at and during the time of delivery.

Applicable payments will be required for the cost of additional features, such as non-standard colors or ice makers and must be received prior to the Work Order being sent to the Appliance Vendor.

- 1.6 A representative of the Authorized Provider may receive from the customer, a pre-determined delivery fee, referred to as a "second time delivery charge", if the customer misses the first delivery appointment. This must be received prior to a second visit being scheduled. The Initial Inspector / Auditor must notify the customer of their responsibility to pay this fee if the first delivery of replacement appliance(s) has been missed.
- 1.7 The Initial Inspector / Auditor will mark the back of all appliances with an indelible marker, that qualify for replacement with the appropriate Job Number for this customer.
- 1.8 The Work Order will be forwarded to the Appliance Vendor via fax, regular mail, or electronically mailed within five (5) working days from the date of the audit. No Work Orders will be forwarded via phone conversation. The Provider must be able to document and track the sending and receipt of the work order to the Vendor. The Work Order will show the customer name, address, phone number, Job Number, Utility Service Provider name, space measurements (doorways, hallways, etc.), specifications for installing new appliance(s), such as Manufacturer, Model Number, additional features (non-standard color or ice maker option) and specifications for removing existing appliance(s), such as Manufacturer, Model Number or Serial Number, and location. The Authorized Provider will verify the quality and accuracy of all Work Orders, prior to forwarding them to the Appliance Vendor.
- 1.9 All customer collection obligations (i.e., for additional features or for "second time delivery charge" or for mandatory 50% Landlord contributions) will be collected and

handled by the Authorized Provider.

- 1.10 The Authorized Provider will coordinate the tracking of Work Orders pending and invoices submitted by the Appliance Vendors to determine that time frames specified for deliveries are being adhered to. Authorized Provider will provide electronic forms to the Appliance Vendor (if necessary and available) for use in invoicing or in providing tracking reports on pending work orders.
- 1.11 The Authorized Provider will communicate with the Appliance Vendor regarding appliance replacement issues. All communications after the first verbal contact must be in writing and a copy must be sent to the ODOD/Office of Community Services. All disputes in regards to appliance replacement issues are between the Authorized Provider and the Appliance Vendor and will follow the steps outlined in Article 9.0.
- 1.12 Authorized Provider will verify the invoices from the Appliance Vendor for accuracy and will provide technical support on any invoicing issues.
- 1.13 The Authorized Provider will compensate the Appliance Vendor directly for replacement appliances, contingent upon the receipt by the Authorized Provider of paperwork documenting the installation of the replacement appliances and the proper disposal of all removed appliances.
- 1.14 The Authorized Provider will work with the Appliance Vendor to continually identify and support program improvements.

**Article 2. Appliance Vendor Responsibility** The Appliance Vendor shall be responsible for the following items:

- 2.0 The Appliance Vendor shall designate new high-efficiency appliances for delivery to customers' homes. Only brand new, never used models are acceptable. Designated units shall only be those units, which provide the best combination of price, efficiency and features. Eligible appliances must carry a full manufacturer's warranty of one (1) year on the appliance and a minimum of five (5) years on the compressor.
- 2.1 If the manufacturer stops manufacturing a designated unit, or it becomes unavailable, a new substitute unit must be identified by the Appliance Vendor. The Appliance Vendor shall obtain and submit to the Authorized Provider, the Energy Guide kWh per year information on proposed new models.
- 2.2 The Appliance Vendor shall supply a minimum of 100 sets of cut sheets or brochures with photos or illustrations and dimensions to the Authorized Provider of

designated models. Color copies may be substituted. Full color catalogs shall be made available in small quantities.

- 2.3 The Appliance Vendor shall contact the customer to schedule a delivery time when the customer is available, during normal delivery hours. Delivery must be accomplished within two (2) weeks after receiving the Work Order, unless this is not practical for the customer. In cases where delivery can not be made within thirty (30) days, the Appliance Vendor shall provide the Authorized Provider with a discrepancy report for any units that cannot be delivered within this time period. Reasons for the discrepancy (i.e., customer on vacation) are to be expected and should be noted on the report.
- 2.4 Except for unusual circumstances, delivery must be scheduled to conduct all specified appliance services that the Appliance Vendor will be providing, within one visit to the customer's residence. If specific appliances are temporarily unavailable, delivery of items should be postponed until all products are ready to be delivered. If two trips are made, the work shall be billed as if it occurred in one visit.
- 2.5 Customers may be required to pay the Authorized Provider a pre-determined delivery fee, referred to as a "second time delivery charge", if the customer misses the first scheduled delivery appointment. Customers will be notified of this fee by the Authorized Provider. The Appliance Vendor shall communicate with the Authorized Provider prior to scheduling the second delivery appointment, to ensure that the Authorized Provider has received the pre-determined delivery fee. No second deliveries should be made prior to the Authorized Provider receiving the payment.
- 2.6 It is imperative that Program customers be treated with the same courtesy, professionalism, and respect that they would receive if they were the Appliance Vendor's only customer. All communications with customers shall be made in a courteous and polite manner, and every effort shall be made to accommodate the customer's schedule.
- 2.7 The Appliance Vendor shall deliver and properly set-up new appliance(s) and pick up specified old identified appliance(s) from the customer's residence as a condition for delivering any new unit(s). Set-up of a new appliance may involve re-mounting the door of an appliance to hinge on the opposite side, if specified by the Work Order. Replacement appliance(s) shall be the model(s) specified on the Work Order by the Authorized Provider, chosen from the list of designated units.
- 2.8 The Appliance Vendor shall pick up any identified secondary or under used appliance(s) from customer's residence, as specified on the Work Order by the Authorized Provider. Pick-up of secondary or under used appliance(s) may be in

conjunction with delivery of a new appliance or it may be a stand-alone action.

- 2.9 Delivery and removal of appliance(s) must be conducted without causing any damage to the new appliance or the customer's furnishings, floor covering, woodwork, etc. The Appliance Vendor is solely responsible for any and all costs (including cleaning and repair costs) resulting from such damage.
- 2.10 Upon delivery of the new appliance(s), the Appliance Vendor shall complete the manufacturer's warranty card with the customer and instruct the customer on the proper phone number or address for them to contact the manufacturer for service after the first sixty (60) days following installation.
- 2.10.1 If an appliance fails to operate properly during the sixty (60) day period after delivery, the Appliance Vendor shall monitor the Manufacturer's service under the warranty. Optimally, the customer should have refrigeration restored within 24 hours, or on the next business day if the failure occurs during a weekend or holiday.
- 2.10.2 During the sixty (60) day period after delivery, the Appliance Vendor shall furnish emergency switch out appliances, in those instances, where the manufacturer is unable to restore refrigeration operations and the customer is not able to temporarily store food items in another appliance.
- 2.11 The Appliance Vendor may need to swap a specified unit (per the Authorized Provider's Work Order) for a smaller unit to fit in the customer's residence. This may occur in a small percentage of instances, even with measurements of the customer's egress on the Work Order. Second visit charges for this type of situation may be billed, only when pre-approved by the Authorized Provider in writing, on a case-by-case basis.
- 2.12 The appliance(s) designated for removal on the Work Order must be at the specified address and then removed at the time of the installation of the replacement appliance. If the designated existing appliance is not available, the replacement should not be made and the Appliance Vendor must contact the Authorized Provider to notify them of this situation.
- 2.13 Transportation of appliances to and from the customers' residence shall be via secured truck.
- 2.14 Disposal Contractor (whether this is the Appliance Vendor or another entity sub-contracted with the Appliance Vendor) shall not in any way salvage, re-use, sell, or distribute the designated existing appliance. However, the Disposal Contractor is encouraged to recycle raw materials from the appliance(s).

- 2.15 The final entity in the disposal chain (whether it is the Appliance Vendor, the Disposal Contractor, or another entity sub-contracted to dispose of the removed appliances) is responsible for ensuring that the refrigerant is recovered from the appliance before final disposal occurs. Other entities "upstream" in the disposal chain from the final entity, may remove the refrigerant, but must provide documentation of the removal to the final entity.
- 2.16 Since the refrigerant will be changing ownership after being recovered from the old appliances, it is required under Section 608 of the Clean Air Act of 1990 that the refrigerant must be reclaimed (i.e., cleaned to the ARI 700-1993 standard of purity and chemically analyzed to verify that it meets this standard).
- 2.17 The Appliance Vendor shall provide to the Authorized Provider a Certificate of Disposal or Certificate of Destruction. These Certificates should list the Manufacturer, Model Number, Serial Number (unless missing), color and size of the disposed appliance(s) and the accompanying Job Number. The Job Number should be marked on the back of the appliance(s) as per Section 1.7 of this Agreement.
- 2.18 The Disposal Contractor shall conduct disposal in compliance with all applicable federal, state, and local laws and codes and provide documentation to the Authorized Provider to verify such compliance. This shall include but not be limited to Section 608 of the Clean Air Act of 1990, as amended by Final Rule, 40 CFR 82, May 14, 1993.
- 2.19 Non-hazardous waste from the existing appliances shall be disposed of in a lawful manner.
- 2.20 The Appliance Vendor shall obtain the following information from their delivery personnel or from sub-contracted entities (such as a Delivery Contractor):
- 2.20.1 The Customer signature shall be obtained to verify the delivery of new appliance(s) and/or the removal of existing appliance(s) on an approved Verification Form. This may be the form supplied with the software or may be a Delivery Form, currently being used by the Appliance Vendor. The form must state the customer name, address, Job Number, specifications for installing new appliance(s), such as Manufacturer, Model Number, along with any additional features (non-standard color or ice maker option) and specifications for removing existing appliance(s), such as Manufacturer, Model Number or Serial Number, color and size.
- 2.21 The Appliance Vendor shall provide a copy of the approved Verification Form or currently used Delivery Form (as stated in 2.20.1 above), a copy of the Certificate of



Disposal or Certificate of Destruction (as stated in 2.17 above) with both documents being attached to a copy of the Work Order (previously supplied by the Authorized Provider). These documents shall accompany the Appliance Vendor's Invoice to the Authorized Provider.

2.22 The Appliance Vendor will provide Invoices in a timely manner to the Authorized Provider. The Appliance Vendor shall itemize the Invoice by designating a separate line for each Customer receiving service. A hard copy of the Invoice is required, however, if available, both a hard copy and an electronic version of the invoice may be provided.

**Article 3. Additional Requirements of the Program** Furthermore, the Authorized Provider and the Appliance Vendor mutually agree to the following:

3.0 The Appliance Vendor will perform the service of delivering designated replacement unit(s) and removal and disposal of old unit(s) for:

- \$ \_\_\_\_\_ per 15 ft<sup>3</sup> top freezer Refrigerator,
- \$ \_\_\_\_\_ per 17 ft<sup>3</sup> top freezer Refrigerator,
- \$ \_\_\_\_\_ per 19 ft<sup>3</sup> top freezer Refrigerator,
- \$ \_\_\_\_\_ per 21 ft<sup>3</sup> top freezer Refrigerator,
- \$ \_\_\_\_\_ per 8 ft<sup>3</sup> chest type Freezer,
- \$ \_\_\_\_\_ per 12 ft<sup>3</sup> chest type Freezer,
- \$ \_\_\_\_\_ per 16 ft<sup>3</sup> chest type Freezer,
- \$ \_\_\_\_\_ per 8 ft<sup>3</sup> upright type Freezer,
- \$ \_\_\_\_\_ per 12 ft<sup>3</sup> upright type Freezer,
- \$ \_\_\_\_\_ per 16 ft<sup>3</sup> upright type Freezer,
- \$ \_\_\_\_\_ (to be used for other sizes and configurations of appliance)
- \$ \_\_\_\_\_ (to be used for other sizes and configurations of appliance)
- \$ \_\_\_\_\_ (to be used for other sizes and configurations of appliance)
- \$ \_\_\_\_\_ (to be used for other sizes and configurations of appliance)
- \$ \_\_\_\_\_ (to be used for other sizes and configurations of appliance)
- \$ \_\_\_\_\_ Second Delivery Charge (in the event of customer no-show)



\$ \_\_\_\_\_ Additional Fee for removal of secondary or under-used appliances

(not to be charged on appliances scheduled for replacement)

\$ \_\_\_\_\_ Additional Fee for Special Color

\$ \_\_\_\_\_ Additional Fee for Ice Maker Option (must be installed at time of delivery)

- 3.1 The Authorized Provider will furnish the data and information to the Appliance Vendor for each unit to be delivered.
- 3.2 The Appliance Vendor agrees to devote all the necessary knowledge and skill required for the proper performance of these duties, and to perform all said work in strict accordance with the rules and requirements of the City or Township and Authorized Provider.
- 3.3 The Appliance Vendor shall maintain such records and account, including property, personnel, and financial records, as deemed necessary by the Authorized Provider or the Director of the Ohio Department of Development (ODOD) to assure a proper accounting for all project funds. These records will be made available for audit purposes to the Authorized Provider and ODOD or any authorized representative, and will be retained for three years from the date of the final audit or until all other pending matters are resolved.
- 3.4 The Appliance Vendor will include in its bid for each unit its costs for labor, material and other costs, those normally included by the Appliance Vendor as part of the cost of services required to complete the delivery of the appliances identified in paragraph 1 above. The Appliance Vendor will provide proper records of costs upon request of, and for review by, the Authorized Provider.
- 3.5 The Appliance Vendor will, at a minimum, provide billing to the Authorized Provider on a monthly basis. This billing will include invoices for replacement appliances and/or removal of secondary or under used appliances. No payment will be made to the Appliance Vendor until all deliveries or removals have been performed and all required documentation verifying the delivery, removal, and disposal of appliance(s) has been satisfactorily completed as verified by the Authorized Provider. In the event there is a problem with the work inspected, the Authorized Provider shall notify the Appliance Vendor in writing of the problem.
- 3.6 The Authorized Provider will process billing and render payment to the Appliance Vendor by the \_\_\_\_\_ working day of the month. Schedule of payment may be changed upon mutual agreement by the Authorized Provider and Appliance

Vendor.

- 3.7 The Appliance Vendor agrees to assist the Authorized Provider in complying with all of the "Conditions Governing Grants" under Sections 204 and 205 of the Economic Opportunity Act of 1964.
- 3.8 This Agreement may be subcontracted by the Appliance Vendor, in part, for activities outside of their area of expertise. These activities may include, but not be limited to delivery of appliances, disposal of existing appliances and recovery/reclamation of refrigerants. The terms and agreement herein contained shall be binding upon and insure to the benefit of the parties hereto, their respective heirs, successors, executors, administrators, and assigns.
- 3.9 Reports and Inspections. The Appliance Vendor shall make available financial, program progress, and other reports as requested by the Authorized Provider or ODOD and will arrange for on-site inspections by the Authorized Provider or ODOD representatives at the request of either.

#### **ARTICLE 4. Term of Agreement**

- 4.0 The Appliance Vendor shall commence performance of this Agreement on the day of \_\_\_\_\_, 20\_\_\_\_, and shall complete performance to the satisfaction of the Authorized Provider no later than the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, or until such time that the Ohio Department of Development, hereinafter referred to as "ODOD", terminates the funding to the Authorized Provider.
- 4.1 The Appliance Vendor agrees to hold harmless the Authorized Provider for any injuries or accidents suffered as a result of the Appliance Vendor's negligence or poor judgment or the negligence or poor judgment of its employees in the execution of their work and additionally agrees to assume those obligations and liabilities customarily assumed by one holding the position of an independent Appliance Vendor.
- 4.2 Termination of Agreement. If, through any cause, the Appliance Vendor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Appliance Vendor shall violate any of the covenants, agreements, or stipulations of this Agreement, or if the funding from ODOD under which this Agreement is made is terminated by ODOD, or if the Authorized Provider herein is a partner agency through another Authorized Provider, and the Agreement by which such partnership is made is terminated, the Authorized Provider shall thereupon have the right to terminate this Agreement by giving written notice to the Appliance Vendor of such termination and specifying the effective date thereof. If the Appliance Vendor is unable or unwilling to comply with such additional conditions

as may be lawfully imposed by ODOD on the funding or the Agreement under which the Authorized Provider is performing the program to which these professional services are being rendered, the Appliance Vendor shall have the right to terminate the Agreement by giving written notice to the Authorized Provider signifying the effective date thereof. In the event of termination, all property and finished or unfinished documents, data, studies and reports purchased or prepared by the Appliance Vendor under this Agreement shall, at the option of the Authorized Provider, become its property and the Appliance Vendor shall be entitled to compensation for any un-reimbursed expenses necessarily incurred in satisfactory performance of the Agreement. Notwithstanding the above, the Appliance Vendor shall not be relieved of liability to the Authorized Provider for damages sustained by the Authorized Provider by virtue of any breach of the Agreement by the Appliance Vendor, and the Authorized Provider may withhold any reimbursement to the Appliance Vendor for the purpose of set-off until such time as the exact amount of damages due the Authorized Provider from the Appliance Vendor is agreed upon or otherwise determined.

- 4.3 Changes. The Authorized Provider may, from time to time, request changes in the scope of the services of the Agreement to be performed hereunder. Such changes including any increase or decrease in the amount of the Appliance Vendor's compensation, which are mutually agreed upon by and between the Authorized Provider and the Appliance Vendor, must be incorporated in written amendments to this Agreement.

#### **ARTICLE 5. Publication and Publicity; Copyrights, Patents**

- 5.0 The Appliance Vendor may not publish results of its function and participation in the approved program without prior review of the publication and approval by the Authorized Provider. With approval, such publication shall acknowledge that the Program is supported by funds granted by ODOD. Five copies of each such publication shall be furnished to ODOD, plus five copies to the Authorized Provider.
- 5.1 If the Agreement results in a book or other copyrightable material, the author is free to copyright the work, but ODOD reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, all copyrighted material and all material, which can be copyrighted resulting from this Agreement.

#### **ARTICLE 6. Compliance with Laws**

- 6.0 All laborers and mechanics employed by Appliance Vendors (or subcontractors) in the construction, alteration or repair, including painting and decorating of projects, buildings and works which are federally assisted under this Agreement shall be

paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S. C.276-a-276a-5).

- 6.1 The Appliance Vendor will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment in the performance of this Agreement, because of race, religion, sex, color, national origin, handicap or age. The Appliance Vendor will take affirmative action to assure employment, without regard to their race, religion, sex, color, national origin, handicap or age. This requirement shall apply to, but not be limited to, the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In the event that the Appliance Vendor signs any contract which would be covered by Executive Order 10925 (March 6, 1961) or Executive Order 11114 (June 22, 1963), the Appliance Vendor shall include the equal-employment opportunity clause specified in Section 301 of the Executive Order 10925, as amended.

- 6.2 The Appliance Vendor warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant, the Authorized Provider shall have the right to annul this Agreement without liability or, in its discretion to deduct from compensation, or otherwise recover, the full amount of such commission percentage, brokerage, or contingent fee.

#### **ARTICLE 7. Prohibited Activities Additional Compliance with Laws**

- 7.0 None of the funds, materials, property or services contributed by the Authorized Provider or the Appliance Vendor shall be used in the performance of this Agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.
- 7.1 There shall be no religious worship or proselytization as part of, or in connection with, the performance of this Agreement.
- 7.2 The Appliance Vendor shall comply with all applicable laws, ordinances, and codes of the State of Ohio and local governments.
- 7.3 The Appliance Vendor shall comply with Anti-Kickback Laws which prohibit anyone involved in this Agreement from inducing employees or others to give up a

portion of their compensation for any purpose such as "flower funds", contributions to any political party, etc.

- 7.4 Appliance Vendor shall comply with all standards and regulations of the Federal, State and Local government agencies dealing with work hours and standards for employees.

#### **ARTICLE 8. Benefits to Property Owner**

- 8.0 Appliance Vendor warrants to the Authorized Provider and the owner of the residence that all repairs shall be done in a good workmanlike manner and that all materials shall be free of defects and in addition thereto, any warranties provided by the manufacturer of such materials and parts shall be assigned to the owner of the residence property.
- 8.1 The Appliance Vendor understands and agrees that the benefits, provisions and conditions of the Agreement shall transfer to the benefit of the property owner and the Authorized Provider as their interest appear and require.
- 8.2 The Appliance Vendor shall not seek a Mechanic's Lien for any unit serviced under this Agreement for any reason.

#### **ARTICLE 9. Disputes**

- 9.0 Should any dispute arise in respect to procedures for dealing with extra costs or unforeseen circumstances (i.e., the schedule of payment to the Appliance Vendor, improper workmanship or materials, or any loss sustained by the Authorized Provider) and if the manner of its resolution is not mutually agreed upon or is not herein otherwise provided for, the resolution shall be determined in the following manner:
- Both parties shall equally share the cost of arbitration.
  - Each party shall select one arbitrator and the two arbitrators shall select a third, and the decisions of the majority shall be final, conclusive, and binding upon the parties hereto.
  - In the event one party designates his arbitrator in writing to the other party, the other party must designate his arbitrator within five (5) days thereof in writing or shall be deemed to be in default.



IN WITNESS WHEREOF, the Authorized Provider and the Appliance Vendor have executed this Agreement as of this date first above written.

APPLIANCE VENDOR:

AUTHORIZED PROVIDER:

\_\_\_\_\_

\_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Position: \_\_\_\_\_

Position: \_\_\_\_\_

