

2 YEAR WARRANTY WITH SERVICE MAINTENANCE AGREEMENT

Customer (legal name): _____

Customer Address: _____

Service Parking Lot(s): _____
("SMA" Parking Lot)

Contact Person: _____ Telephone: _____

E-mail Address: _____

The Customer contracts with Chamberlain Contractors, Inc., which agrees to provide Customer the parking lot maintenance services of Level 1, Level 2 or Level 3, as selected by entry of Customer's mark in the appropriate box in Section 4.B. below ("Services"), in accordance with the following terms (the "Contract"):

1. **Term.** This Contract is for a two (2) year period, beginning on _____, 200_, and ending on _____, 200_ (the "Term").

2. **Ten Year Age Limit** The within services are **not available for any parking lot that is older than ten (10) years** (i.e. installation of pavement or last overlay must not have been performed more than ten (10) years previously. Estimator shall make assessment of lot, determine PCI (Pavement Condition Index) and note to customer.

3. **Serviceable Condition.** It is a preliminary condition of this Contract that Chamberlain Contractors, Inc. will provide Customer an **initial survey** of the condition of the pavement of the Parking Lot. If any portion of that pavement is not in **serviceable condition** (i.e., a weakened, deteriorated or failed condition for which the maintenance service under this Contract is not likely to preserve it from further structural or surface deterioration), the Customer shall cause that pavement to be repaired or restored to serviceable condition before the Term may begin. The commencement and ending of the Term shall be extended for the period taken to complete any such repairs or restoration. If Customer fails to have such repairs or restoration of the non-serviceable pavement made, Chamberlain Contractors, Inc. may terminate this Contract and, in such event, it shall return to Customer any payments made by Customer for work not performed.

4. **Services Provided.** The Services shall be:

A. Once each year, Chamberlain Contractors, Inc. will provide a Service on Parking Lot to include sweeping of dirt or debris, condition of striping and restriping of pavement lines only.

B. In addition, Customer selects the following level of maintenance Service to be performed (**check or "X" the box for the Service level selected**):

Level 1 (warranty only): Services for the Parking Lot shall include the following:

- One (1) sweeping per year, in the Spring (March/April)
- Striping of existing pavement lines only, in the Spring (Striping includes stall lines.) All stencils, hashouts, handicap symbols, directional arrows and scraping and painting of fire lanes are an additional charge.
- Available at additional charges are CCI's Levels 2, 3 & 4 Service Maintenance Agreements.

Level 2: Services to the parking Lot shall include the following:

- One (1) Sweeping per year, in the Spring
- Striping of existing pavement once per year, in the Spring (Striping includes stall lines, handicap symbols & hashouts only). All stencils, hashouts, directional arrows and scraping and painting of fire lanes are an additional charge.

- Asphalt patching of pavement having medium to high degree of alligating, up to twice a year, as needed (as per Army Corp of Engineers standards).
- **Level 3 (SMA):** Services to the parking Lot shall include the following:
 - Services listed in Level 2
 - Filling of cracks 1/4th inch or greater in width maximum of 2 mobilizations per year as requested by client.
- **Level 4 (SMA):** Services to the parking Lot shall include the following:
 - Services listed in Levels 2 and 3
 - Apply two (2) coats of coal tar sealer once during the Term of contract, as requested by Customer. New layout and striping of lot after sealing is included.

All Services will be performed to industry standards, as applicable to the particular conditions and circumstances presented. Asphalt patching will be the same thickness as the existing pavement.

5. Customer agrees to pay Chamberlain Contractors, Inc. an **Annual Fee** for the Services (the "Annual Fee"). The Annual Fee shall be calculated on the basis of an annual per-square-yard charge ("Annual Square Yard Charge") multiplied times the area square yards (s.y.) of the SMA parking Lot. The Annual Fee shall be paid in semi-annual installments of one-half (1/2) of the Annual Fee amount, on the first day of July and of January during the Term. The initial Annual Per/Yard Charge for each level of Service shall be:

	<u>Level 2</u>	<u>Level 3</u>	<u>Level 4</u>
Apts., Condos. & HOAs	\$1.20/s.y./yr.	\$1.45/s.y./yr.	\$1.90/s.y./yr.
Commercial Centers	\$1.35/s.y./yr.	\$1.55/s.y./yr.	\$2.05/s.y./yr.
Industrial Warehouses	\$1.50/s.y./yr.	\$1.90/s.y./yr.	\$2.20/s.y./yr.

The area of the SMA Parking Lot is _____ square yards. Accordingly, the initial Annual Fee for Level _____ Service for the first year under this Contract is \$_____.

(See attached drawing showing exact area of SMA parking lot.)

All payments are to be made to Chamberlain Contractors, Inc., 162 Lafayette Avenue, Laurel, MD 20707. If, after the first year of the Term, Customer cancels or terminates this Contact for any reason other than material default by Chamberlain Contractors, Inc., Customer shall pay Chamberlain Contractors, Inc. the current semi-annual payment, if not already paid, plus a **cancellation fee** equal to the amount of the Annual Fee for the period in which such cancellation or termination occurs..

6. The laws of the State of Maryland (without reference to its conflicts of laws provisions) shall control the interpretation, operation and enforcement of this Agreement.

IN WITNESS WHEREOF, the Customer and Chamberlain Contractors, Inc., by their authorized employees, agents or representatives, have caused their signatures to be entered below, binding themselves and their lawful successors, personal representatives or other duly appointed legal representatives to the terms of this Contract.

Customer: _____
(Legal Name)

Chamberlain Contractors, Inc.

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____