

Contractor Service Agreement



Enrollment Application

BUSINESS INFORMATION *PLEASE PRINT OR TYPE*

Business Name: _____

Address: _____

City – State – Zip Code: _____

Primary Contact: _____

Phone Number: _____ Fax Number: _____

E-Mail Address: _____ Cell Phone: _____

Accounts Receivable/Payable: _____

Service Manager: _____ Phone _____ Ext: _____

Business Hours Monday – Friday _____ to _____ Saturday _____ to _____

Do you have 24 hour service available (check one): _____ Yes _____ No

EPA Refrigerant Certification ____ Yes ____ No EPA Certification #: _____

Dispatch Phone: _____ After Hours Dispatch Phone: _____

Number of Locations: _____ (If more than one, please complete the multiple location section below)

Number of Technicians: _____ Number of Trucks _____

Zip codes you work in: _____ with a maximum radius of _____ miles

Tax Identification Number: _____ Please send a copy of your W-9 form

Multiple Branch Locations

Location 2 Address: _____

City – State – Zip: _____

Primary Contact: _____

Phone Number: _____ Fax Number: _____

E-Mail Address: _____ Cell Phone: _____

Number of Technicians: _____ Number of Trucks _____

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Location 3
Address: _____

City – State – Zip: _____

Primary Contact: _____

Phone Number: _____ Fax Number: _____

E-Mail Address: _____ Cell Phone: _____

Number of Technicians: _____ Number of Trucks _____

Areas of Service

Please check below the equipment for which you provide service directly:

- | | | |
|------------------------------------------------|------------------------------------------------------|------------------------------------------|
| <input type="checkbox"/> HVAC Light Commercial | <input type="checkbox"/> HVAC Heavy Commercial | <input type="checkbox"/> HVAC Industrial |
| <input type="checkbox"/> Large Chillers | <input type="checkbox"/> Building Automation Systems | <input type="checkbox"/> Plumbing |
| <input type="checkbox"/> Ice Machines | <input type="checkbox"/> Commercial Refrigeration | <input type="checkbox"/> Water Heater |
| <input type="checkbox"/> Boiler | <input type="checkbox"/> Make-up Air Systems | <input type="checkbox"/> Exhaust Fans |
| <input type="checkbox"/> Electrical | | |

Licenses and Insurance

Please attach copies of your licenses and evidence of insurance to this enrollment form.

INSURANCE: Prior to becoming an authorized service contractor, you must provide Trinity Warranty with a copy of your current Certificate of Insurance, evidencing the following coverage and minimum limits of liability:

- A. Commercial General Liability coverage with an insurance carrier rated A- or better by A.M. Best.
 - 1. \$1,000,000 Combined Single Limit each occurrence
 - 2. \$1,000,000 General Aggregate
 - 3. \$1,000,000 Products/Completed Operations Aggregate
 - 4. Trinity Warranty Solutions named as an additional insured and shown as certificate holder in the following manner:

Trinity Warranty Solutions LLC
150 Pierce Road – Suite 600
Itasca, IL 60143

- B. Worker's Compensation coverage as required by the jurisdiction in which services are performed.

Service Rate Information

Standard Hourly Rate: _____ Over Time / Holiday: _____

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Service Guidelines

SYSTEM TYPE / REPAIR	Hours
COMMERCIAL HVAC/REFRIGERATION	
Accumulator / Receiver	3.5
Capacitor – run or start or split or (start assist)	1.0
Condenser / Blower Motor	1.5
Contactora / Timer	1.0
Control Board	2.5
Crank Case Heater	1.0
Defrost Relay / Sensor	1.5
Drier & Compressor 1.5 – 5 h.p. or Ton	3.5
Drier & Compressor 6 – 10 h.p. or Ton	5.0
Drier & Compressor 11 – 20 h.p. or Ton	8.0
Fan Blade / Blower Assembly	2.5
Leak in Coil (evap or cond)	3.5
Leak in Factory Joints or Valves (threaded joints excluded)	2.5
Low / High Pressure Switch	2.0
Replace Coil	5.0
Restriction / Service Valve	3.0
Expansion Valve	2.0

The above guidelines reflect average time for equipment with a nominal size up to twenty (20) tons. They do not take into consideration locations that present access issues or other unforeseen problems. Labor allowances for Units over twenty (20) ton and large compressor bearing equipment issues will be based on “Reasonable and Customary” labor allowances offered by the contractor. If problems with access or other unforeseen issues/delays occur, please contact the Trinity National Accounts.

- A. All times allowed requiring entry or repair to refrigerant circuit includes evacuation and recharge.
- B. Times allowed for compressor replacement includes drier change, cleanup, evacuation and recharge.
- C. The labor time allotted for multiple and any additional repairs will be prorated by 50% of time basis.
- D. Pictures are required before and after on any and all work performed and must be submitted electronically.

Commercial Parts Mark-up Allowances

\$1.00 - \$49.99 = Cost x 2

\$50.00 - \$149.99 = Cost x 1.5

\$150.00- \$999.99 = Cost x 1.33

\$1000.00 & up = Cost x 1,25 with a max markup of \$750.00

Refrigerant = Cost x 1.5

Proof of costs may be required

Trinity National Accounts requires a four (4) hour response for emergency calls. The program also requires direct response to our dispatcher when you arrive on the job, complete your diagnostic, as well as when you complete the call. If you cannot meet these requirements, please advise us.

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Contractor Service Agreement Terms & Conditions

Limited Agency Relationship

Any act taken by the Contractor that is outside the scope of this Contractor Service Agreement shall not be authorized, and shall be deemed a breach of this Service Agreement. Contractor shall be liable to Trinity National Accounts (TNA), a Division of Trinity Warranty Solutions LCC, for all damages, costs and fees arising out of Contractor's acts outside the scope of its authority.

Contractor Invoicing

All invoicing for work performed is to be invoiced to Trinity National Accounts. Each and every invoice submitted by Contractor to TNA shall be true, genuine and authentic, and shall represent services performed by Contractor on the equipment identified on the invoice and parts used.

Invoicing for work performed shall be received by TNA no later than 30 days after completion of work performed and include the required proof of work performed/completed, as prescribed by TNA, in order to be considered eligible for payment. A current W-9 form must be on file with TNA for payment to be issued.

Warranties and Representations

Contractor hereby represents and warrants to TNA as follows:

- Diagnostic Charge:
 - Equipment up to twenty (20) tons - One (1) hour is allowed to determine the necessary repairs that are required. Additional time will be considered for special access issues.
 - Equipment twenty (20) ton and up - Diagnostic charges for will be evaluated on a reasonable and customary basis. Standard / Overtime rates apply.
 - Prior to proceeding with repair work, technician is required to call the TNA dispatch center with details of Defect found. TNA will issue authorization for the repair. No payment will be made for repairs without authorization.
 - Standard / Overtime – All pre-scheduled work is to be done as standard hours unless otherwise authorized.
 - Standard Hours: Monday – Friday - Company normal operating hour's local time zone.
 - Overtime Hours: Weekends/ Holidays or prior to normal operating hour's pm Monday – Friday local time zone.
- Work Guarantee: The contractor is to provide a 30 day labor guarantee on all preventive maintenance work and service repairs. When the contractor calls TNA call center to confirm the job has been completed, the 30 day labor guarantee will begin. A call back during the 30 day labor guarantee will be considered the responsibility of the contractor. All new replacement units installed will be guaranteed for 1 year parts and labor.
- When a contractor is unsure the repair is complete they are required to call TNA with an explanation of the concern. Consideration will be given should the unit fail a second time for the same repair.
- Freight Charges: Prior authorization is required for any and all freight charges.
- Consumables: TNA will pay a reasonable fee for consumables used on job.
- The Contractor shall use only qualified technicians. The Contractor's qualified technicians shall have successfully completed the EPA approved refrigerant transition and recovery course and shall supply all equipment needed for transition and recovery. The Contractor shall not sub-contract any work without prior written approval from TNA.
- All trash and debris from servicing roof top units, such as equipment, refrigerant bottles, belts, filter material, boxes and screws, etc. shall be removed at the time of service completion.
- The Contractor or its representatives shall not smoke on the premises.
- Some roofs may be sensitive to penetration. The Contractor shall not stand-up on any equipment or on the roof membrane, Contractor will use the approved walk ways only. Contractor shall use care not to step on any object dropped by them or left by others.
- The Contractor shall install all bolts and screws as necessary to keep the equipment and covers functioning as designed.

Repairs During Planned Maintenance (PM)

If repair service is required while performing preventative maintenance, please use the following guidelines:

- If a failed part is identified during the PM and the contractor has part(s) available, the contractor will call TNA call center for authorization to proceed with repair. The contractor will write up a separate work order and replace the part(s). No trip or diagnostic charge will be paid.

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- If a failed part is identified during the PM and the contractor does not have the part(s) available, the contractor must call in for authorization. The contractor will order the part(s) and return to job site when part(s) become available. Trip charge will be paid. Additional diagnostic time allowed if required.
- If failure has occurred during PM and a return trip is necessary as the cause is not immediately apparent, both diagnostic and trip charge will be paid.

Indemnification

To the fullest extent permitted by law, contractor agrees to fully and unconditionally protect, defend (with counsel reasonably acceptable to TNA), hold harmless, and indemnify TNA, its current or former parent companies, subsidiaries, affiliates, predecessors, successors, insurers, directors, officers, employees, agents and assigns, from and against any and all damages, claims, suits, demands, judgments, losses, liability, costs, expenses (including reasonable attorneys' fees through appeal) for injuries to, and/or sustained by, property, persons, and/or third persons, including the contractor and/or any employees of the contractor, (including death), of every nature whatsoever arising in any manner, directly or indirectly, out of or in connection with or in the course of or incidental to, any of the contractor's work or operations hereunder or in connection herewith, or as a result of contractor's breach of this agreement, regardless of cause or of the joint, comparative or concurrent negligence of TNA, Its affiliates, officers, agents or employees. Contractor's obligations under this paragraph shall survive the termination of this agreement.

Ownership of Intellectual Property

Trinity Warranty is the sole owner of any and all copyrights, service marks, trademarks, trade names, trade dress, patents and all other intellectual property (collectively referred to as the "Intellectual Property") used by TNA in its business, including, but not limited to, the "TNA" trademark and all associated trademarks and service marks. All Intellectual Property is, and shall remain, the sole and exclusive property of Trinity Warranty, and nothing in this Enrollment Agreement shall grant or convey to Contractor any rights to, or licenses in, the Intellectual Property except as expressly provided for herein.

Use of Trinity National Accounts (TNA) Name

Contractor must notify TNA marketing division at (877) 302-5072 and must obtain TNA written approval to use or exploit the "TNA" name, trademark or other Intellectual Property. TNA shall have the sole and exclusive right to reject any such program or campaign for any reason whatsoever. In the event Contractor fails to notify TNA as set forth above, or fails to obtain the required approval of the program, Contractor shall have no right to use or otherwise exploit the "TNA" name or trademark, or any other Intellectual Property, in said program in any manner whatsoever.

Non-Compete / Non-Circumvention

During the term of this Agreement, Contractor shall not represent, market, sell or solicit for sale any goods or services which compete in any manner with the TNA program and the TNA current end user. Contractor shall not, at any time, directly or indirectly, divulge, furnish, publish, communicate, disclose or make accessible to anyone any TNA information which is or has been disclosed to Contractor or of which Contractor becomes aware as a consequence of or through its relationship with TNA, which information shall include any customer information, and/or any procedures, price structures, plans, discoveries, ideas, concepts, computer programs, data and other information relating to the operation of TNA business, which is not generally known to or readily ascertainable by the public, whether in oral, written, graphic or machine readable form, including, without limitation, all current and old price lists, customer lists and data, product development plans and current or proposed marketing strategies and information regarding suppliers.

TNA operates as a service to client's (the end user) that outsource certain facility management operations, therefore, all contact and communication as it relates to any services performed under the scope of this Agreement are handled by and between Contractor and TNA. This includes initial contractor recruitment, through final payment for all services performed under this Agreement.

All TNA supplied books, records, notes, reports, copy, TNA advertising, orders, drafts, accounts, files, documents and other information or writing relating to the TNA or its customers, employees, sales representatives, or agents, whether prepared by Contractor or otherwise coming into the possession of Contractor, are and shall remain the exclusive property of the TNA and shall be returned to TNA upon its demand. Contractor acknowledges that each of the foregoing matters is important and material to the business and success of TNA and agrees that any breach of any provision of this paragraph is a material breach of this Agreement, from which Contractor may be enjoined and for which Contractor shall also pay to the TNA all damages which arise from the breach, together with interest, costs and attorneys' fees. The provisions of this Section shall survive any termination or expiration of this Agreement.

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Attorney's Fees

In the event of litigation between the parties for any matter arising out of, related to or connected with this Enrollment Agreement or the Service Agreement(s), or the breach or non-performance hereof, the prevailing party in such litigation shall be entitled to recover reasonable attorney's fees, expenses and court costs at all levels.

Governing Law

Illinois law, including its laws governing the conflicts of laws, shall govern this Enrollment Agreement and any and all disputes arising hereunder or related hereto. Any modifications in the above terms and conditions shall not be effective or accepted without a prior written consent signed by an officer of TNA.

Enforcement

Notwithstanding anything else contained herein, TNA may seek a temporary restraining order, preliminary injunction and/or a permanent injunction in order to prevent the Contractor from being a representative of TNA. Subject to the above, if either TNA or the Contractor seeks enforcement of, damages under or construction of this Enrollment Agreement, such matter shall be submitted to binding arbitration pursuant to the rules of the American Arbitration Association. Each party shall select an arbitrator, and those arbitrators shall choose a third arbitrator. Each party shall submit its case to the arbitrator within thirty (30) days of the appointment of the final arbitrator. Within thirty (30) days of the parties' submission, the arbitrators shall determine whether termination, or such other remedy, is appropriate. The expense of the arbitration shall be borne by Contractor. The arbitration shall take place in Chicago, Illinois.

Termination

Subject to the terms of this paragraph, either party may terminate this Enrollment Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other party. In the event TNA discovers evidence of a Contractor's (or its agent's) material fraud, misrepresentation of a repairs made or parts used, or breach of this Enrollment Agreement TNA shall promptly notify Contractor, in writing, of its evidence and findings. Upon such an event and prior written notice to Contractor, TNA may take such action as it deems reasonable and necessary, including but not limited to (i) in order to maintain in good standing, requiring the Contractor to immediately terminate any agent(s) or employee(s) found to have engaged in material fraud, misrepresentation or breach, (ii) requiring Contractor to implement certain internal procedures to reduce the incidence of such fraud, misrepresentation or breach, or (iii) terminating this Enrollment Agreement; provided, however, that termination shall only be upon a good faith finding that Contractor has engaged in a pattern and practice of material fraud, misrepresentation and breach, or has failed to take reasonable and necessary measures to prevent such fraud, misrepresentation or breach by its agent(s) or employee(s) after being put on notice of the same. Upon such termination, Contractor shall have no further right to, directly or indirectly, submit any claim or claims, regardless of their nature and timing, under or pursuant to said Service Agreements.

"I certify that I have read, understand, and agree to all terms & conditions set forth under this Contractor Service Agreement and that the information I have provided is true and complete to the best of my knowledge. I further agree that I will dispatch qualified service technicians to all service calls that we receive."

Authorized Contractor Signature: _____

Printed Name: _____

Title: _____ Date: _____

FAX OR EMAIL THIS FORM TO:



150 Pierce Rd – 6th Floor • Itasca, IL 60143-1229
Tel: 877-302-5072 • Fax: 312-445-8726
email: Enrollment@Trinitywarranty.com
web: www.Trinitywarranty.com