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A PLANNED LIGHTING MAINTENANCE PROGRAM

PREPARED FOR:

CITY OF RAPID CITY DAHL FINE ARTS CENTER 713 7TH STREET RAPID CITY, SD 57701 394-4101

SUBMITTED BY:

LIGHTING MAINTENANCE COMPANY POST OFFICE BOX 227 RAPID CITY SD 57709-0227 (605) 343-1386

SURVEYS SHOW THAT AVERAGE USERS GET ONLY 1/2 THE LIGHT THEY PAY FOR

HOW YOU LOSE LIGHT:

- 1. Dirt on lamps and reflectors.
- 2. Burned out and blackened lamps.
- 3. Inoperative equipment

HOW MUCH LIGHT YOU GET DEPENDS ON YOUR MAINTENANCE

LAMPS:

We furnish and install a complete set of new lamps—no large cash outlay on your part. This guarantees you MAXIMUM light output and APPEARANCE with a minimum of costly interruptions. Regardless of the number of lamps required to fulfill this agreement—the quantities are guaranteed. We acquire the headache and expense of planning, purchasing, receiving and storing lamps. This relieves valuable space to you which is now being used to store lamps, ladders and other miscellaneous materials . . . WE DO IT ALL!

EMERGENCY REPAIRS:

You are free to call us whenever trouble develops. Service calls are NOT LIMITED under this agreement. Our service offers you thoroughly qualified personnel with service trucks that contain all necessary parts for one stop--fast--efficient service.

BALLAST REPLACEMENT:

This is an Insurance Plan that GUARANTEES you 17 years ballast life. The ballast replacement rate is figured at 6% per year. This guarantee is possible only through our preventive maintenance program, which must necessarily include good lamp maintenance.

FIXTURE WASHING:

Fixture washing is the most inexpensive method known to increase light output. Think what it would cost to increase your lighting level by 30% if you had to add fixtures! Labor and power cost! We furnish all labor, materials, ladders and special equipment to THOROUGHLY WASH all fixtures and lamps.

MAXIMUM LIGHT OUTPUT WITH A GUARANTEED FIXED MONTHLY RATE

NOTHING MORE TO PAY!

CITY OF RAPID CITY, DAHL FINE ARTS CENTER, RAPID CITY, SD

LAMPS: Oty 148 4 35 16 1	Description FO32/741 F48T12/CW F96T12/CW F96T12/CW LAMP REC INTERIM R TUBE HAN	/HO //SS YCLE FE EPLACE	MENTS				<u>Monthly</u>
Total lamp valu	e:	1,566.61	divided by	60	months		\$26.11
EMERGENCY REPAIRS: All labor and miscellaneous materials included:							\$17.78
BALLAST GU	ARANTEE: Description REL-2P32-T RC-2S85-TF RS-2S110-T R-2E75-TP	•		TOTA	L:	5,123.82	
6% of above val	lue is	307.43	divided by	12	months	=	\$25.62
FIXTURE WASHING:						\$21.25	
						Subtotal	\$90.76
SALES TAX EXEMPT					State Tax	\$0.00	
						City Tax	\$0.00
						Excise Tax	<u>\$1.86</u>

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Total

\$92.62

PLANNED LIGHTING MAINTENANCE AGREEMENT

AGREEMENT to be effective January 1, 2003 between LIGHTING MAINTENANCE COMPANY and DAHL FINE ARTS CENTER, RAPID CITY, SD, hereinafter called CUSTOMER.

- 1. a. LIGHTING MAINTENANCE COMPANY AGREES to render lighting maintenance service for the number and type of lamps as listed on page three (3) and upon the terms herein set forth.
 - b. LIGHTING MAINTENANCE COMPANY AGREES to replace all listed lamps with new lamps on or about January 1, 2003.
 - c. LIGHTING MAINTENANCE COMPANY AGREES to repair any defective lighting fixture and to furnish and install necessary replacement items, promptly upon notice from the CUSTOMER, and at the time of periodic inspection or cleaning.
 - d. LIGHTING MAINTENANCE COMPANY AGREES to inspect the CUSTOMER's installation monthly or upon call from CUSTOMER.
 - e. LIGHTING WAINTENANCE COMPANY AGREES to wash all fixtures and lamps one time, on or about January 1, 2003.
 - f. LIGHTING MAINTENANCE COMPANY AGREES to carry in full force and effect liability and property damage insurance and to abide by the South Dakota Workers' Compensation law.
 - g. LIGHTING MAINTENANCE COMPANY will not be responsible for the condition of any wiring or electrical equipment other than that within the lighting fixture itself, under contract.
 - h. LIGHTING MAINTENANCE COMPANY shall not be required to make any replacement or repair, to any lighting fixture, by reason of damage from a source outside the fixture itself under contract.
 - i. LIGHTING MAINTENANCE COMPANY shall not be held liable for non-performance of any obligations herein set forth, provided such failure of performance is due to strike, accident, acts of GOD, or other causes beyond its control.
- 2. a. CUSTONER AGREES to pay LIGHTING MAINTENANCE COMPANY the sum of \$92.62 per month in advance for the regular maintenance service specified herein, beginning January 1, 2003. Default in any payment will render the charges of the entire unexpired term of this agreement, due and payable forthwith.
 - b. CUSTOMER AGREES to pay LIGHTING MAINTENANCE COMPANY, in the event of cancellation of this agreement by the CUSTOMER, the unpaid balance due on lamps, washing, and applicable state and local taxes at the time of cancellation.
 - c. CUSTOMER AGREES to pay LIGHTING MAINTENANCE COMPANY, in the event of transfer of business ownership, the unpaid balance due on lamps, washing, and applicable state and local taxes at the time of transfer unless the new owner agrees in writing to continue this contract for the original term.
- 3. This Agreement shall begin January 1, 2003 and remain in full force and effect for a period of sixty (60) months, from beginning date.

APPROVED	SUBMITTED BY Dong Noveisky
TITLE	TITLE Salerman
DATE	DATE 11.15.02