

Scheduled Maintenance Agreement

Customer: Stride Academy Charter School

Address: 3241 Oakham Lane – St. Cloud, MN 56301

Proposal Date: April 17, 2025

Services provided at following location: Same as above

Proposal Number: 97854

Contractor will provide the services described in the maintenance program indicated, which is attached and made a part of this Agreement, in accordance with the terms and conditions on the following maintenance program pages.

Agreement coverage will commence on _____ (date). This Agreement shall remain in effect for a term of 1 year(s) and shall automatically be renewed each year thereafter, unless either party gives a 60 day advanced written notice of its intent to terminate this Agreement.

The Agreement price is \$6,608.80 per year, payable bi- annually in the amount of \$ 3,304.40.

- Invoice **does not** include all applicable sales tax.
- Payment is due within 30 business days of receipt.

EQUIPMENT COVERED:

(28) Bryant packaged heating/cooling units.

COVERAGE SELECTED:

- ☒ **PRO-ACTIVE: 2x - per year:** Contractor will perform scheduled maintenance, which will reduce equipment failure, increase the life of the customer's equipment and components, and keep the equipment running at its highest efficiency level. The specific equipment covered in this agreement is listed above. All maintenance job labor; travel labor; mileage and supplies necessary for maintenance is included. All service calls, regular and overtime, along with parts and components will be billed on a time and material basis at the *reduced* contract rate.
- ☒ **Spring and fall maintenance visits.** (2x per year)
- ☒ Agreement includes – Lubricating, adjusting, calibrating, aligning, and testing of equipment and components.
- ☒ Inspection of coils, evaporator, and condenser.
- ☒ Economizer testing and adjusting for proper outdoor air intake.
- ☒ Spring A.C. start up, safety and operational controls testing, electrical component testing and inspection, condenser fan bearing testing and refrigerant management per E.P.A. guidelines.
- ☒ Fall heating operational checks include: combustion efficiency tuning of burners (co2-co-o2-% efficiency) for optimal heating efficiency, safety checks, main and pilot burner adjustments, heat exchanger inspection, gas leak testing and spark-rod inspection.
- ☒ Cleaning of coils, if needed, to be done on a time and material basis.
- ☒ (2) - Air filter change per year (includes pleated high efficiency air filters and labor to replace them).
- ☒ **Priority response service calls.**

This proposal is the property of Yale Mechanical and is provided for the Customer's use only. Yale Mechanical guarantees the price stated in this Agreement for thirty (30) days from the above proposal date.

CUSTOMER



Authorized Signature



Name & Title

5/2/25

Date

YALE MECHANICAL

Authorized Signature

Name & Title

Date

Yale Mechanical

Building Efficiency and Sustainability

A Service Logic Company

yalemech.com

Service Agreement

Planned Maintenance - Q-21691

May 23, 2025

Proposal Prepared For:

STRIDE Academy

3241 Oakham Ln

Saint Cloud, Minnesota 56301



Company:

Client:

Yale Mechanical
220 W 81st St
Minneapolis, MN 55420

STRIDE Academy
3241 Oakham Ln
Saint Cloud, Minnesota 56301

Contact: Rick Peyton
Email: rick@climateairinc.com
(Herein after referred to as 'Company')

Contact: Cory Heinen
Email:
(Herein after referred to as 'Client')

Yale Mechanical will provide the enclosed service program at the following Location(s). The following service includes all travel, labor, and materials within the scope of the Planned Maintenance program.

Servicing Branch:

Location of Service:

Yale - North

Athlos Academy
3701 33rd St. S.
St. Cloud, Minnesota 56301

Scope of Services

Planned Maintenance

Yale Mechanical has customized this program based on the operational requirements of the property. Utilizing the systems design application, equipment inventory, manufacturer's recommendations, as well as operational considerations and our own experience, Yale Mechanical has customized the following services to meet your objectives:

Operational Assessment Services

The Agreement includes all travel and jobsite labor, vehicles, living expenses, and materials necessary to test the existing operations and performance characteristics of the equipment. Inspections in the form of routine visual inspections and physical testing will be performed to ensure the system(s) are in the proper operating condition and to identify any impending system(s) failures.

1. Visual Inspections

Yale Mechanical shall provide a visual inspection of the systems and components included in the Agreement.

2. Physical Tests

Yale Mechanical shall provide a physical check and/or test the system(s) and components included in the Agreement.

The Operational Assessment and Analysis activities are related to the equipment outlined in the Inventory lists attached to this Agreement unless otherwise documented by STRIDE Academy and Yale Mechanical.

Planned Maintenance Services

The Agreement includes all travel and jobsite labor, vehicles, and living expenses to perform the Planned Maintenance Services as described herein. The Agreement includes all consumable materials and supplies such as oil, lubricants, belts, cleaning supplies, tools and equipment necessary to perform the services.

3. Preventative Maintenance

Yale Mechanical shall perform the activities which are essential to ensure the system's operational efficiency, durability, reliability and safety, performance, conditions, and extended equipment life on an ongoing basis as scheduled within the tasking program with little or no equipment downtime. The tasking program is customized based on the systems design application, equipment inventory, manufacturer's recommendations, as well as the operational considerations of the property and our own experience.

4. Predictive Maintenance

Yale Mechanical shall perform the Predictive Maintenance, working in tandem with Preventive Maintenance, to detect early signs of deteriorating performance and to predict potential system(s) failures. These services diagnose and solve equipment problems often before they occur.

5. Air Filter Services

Yale Mechanical shall perform the air filter changes as described herein on the Air Filter Inventory list. All labor, materials and disposal of the used filters are included. These services assist to ensure the systems(s) energy efficiency, proper indoor air and environmental quality is maintained.

Equipment Inventory

EQUIPMENT	QTY.	EQUIP. ID	MAKE	MODEL	SERIAL #
RTU 7.5 - TON #1-21	21		TRANE	YHC092F4	
RTU 4 TON #1-17	17	BX	TRANE	YHC048	
RTU 3TON #1-3	3	DD	TRANE	YHC060FH	
RTU 3 TON	1	DD	TRANE	YHC036E4RH	
RTU 17.5 TON 1-5	5	BX81	TRANE	YHH210G4RHA	
RTU 10 TON	1	BX	TRANE	YHC120F4	
RTU 2 TON	1	DD	TRANE	4YCC4024A	
COIL CLEANING	1				
Refrigeration Unit #1-2	2		HEATCRAFT	MOHO10X63	
Water Heaters	1				

Service Frequency Visits per Year

EQUIPMENT	COMPREHENSIVE SERVICE	OPERATIONAL SERVICE
RTU 7.5 - TON #1-21	2	0
RTU 4 TON #1-17	2	0
RTU 3TON #1-3	2	0
RTU 3 TON	2	0
RTU 17.5 TON 1-5	2	0
RTU 10 TON	2	0
RTU 2 TON	2	0
COIL CLEANING	0	1
Refrigeration Unit #1-2	1	0
Water Heaters	2	0

Air Filter Inventory

QTY. PER UNIT	CHANGES	EQUIP. ID	FILTER TYPE	RELATED EQUIPMENT
4	2		Frame, Pleated 20x25x2	Packaged Roof-Top Air Conditioning Unit - 7-10 Tons
2	2	BX	Frame, Pleated 16x25x2	Packaged Roof-Top Air Conditioning Unit - 1-6 Tons
2	2	DD	Frame, Pleated 16x25x2	Packaged Roof-Top Air Conditioning Unit - 1-6 Tons
2	2	DD	Frame, Pleated 16x25x2	Packaged Roof-Top Air Conditioning Unit - 1-6 Tons
10	2	BX81	Frame, Pleated 20x20x2	Packaged Roof-Top Air Conditioning Unit - 12.5-20 Tons
3	2	BX	Frame, Pleated 20x25x2	Packaged Roof-Top Air Conditioning Unit - 7-10 Tons
2	2	BX	Frame, Pleated 20x30x2	Packaged Roof-Top Air Conditioning Unit - 7-10 Tons
2	2	DD	Frame, Pleated 20x20x2	Packaged Roof-Top Air Conditioning Unit - 1-6 Tons

Special Provisions

Coil Cleaning 1x year
 Belts Changed 1x year supplied bu Yale
 Filters Changed 2x year supplied by Yale

Maintenance Service Checklist

Typical Tasks include

Rooftop Unit

Operational Maintenance

1. Check and record refrigerant pressures and temperatures.
2. Lubricate fan bearings.
3. Inspect evaporator and condenser coils for obstruction and dirt.
4. Check motors for excessive heat or vibration or any signs of oil.
5. Check air filters, replace as required.
6. Confirm proper condensate flow.
7. Check belts and adjust as required.
8. Check operation controls and safety controls.
9. Verify proper system pressures and temperatures.
10. Observe overall condition of rooftop units and report any deficiencies that are discovered.

Comprehensive Maintenance

1. Perform all tasks listed in the Operational inspections.
2. Clean condenser coil with condenser coil cleaner as required.
3. Check and tighten all electrical connections.
4. Clean condensate pan.
5. Inspect fan and motor operation.
6. Clean motor for dust and wipe out interior of blower cabinet.
7. Tighten set screws on fan assembly locking collars.
8. Inspect evaporator coils for debris, clean as required.
9. Verify proper system pressure, temperatures and refrigerant charge.
10. Observe overall condition of rooftop units and report any deficiencies that are discovered.

Water Heater

Operational Maintenance

1. Check and confirm proper operation of water heater.
2. Check the gas train for any signs of gas leaks.
3. Check for any signs of water leaks.
4. Inspect and adjust all safety and operation controls.
5. Check all electrical connections (tighten as necessary), contacts and fuses.
6. Inspect and confirm proper operation of burner.
7. Observe overall condition and report any deficiencies that are discovered.

Comprehensive Maintenance

1. Perform all items listed in Operational inspections.
2. Brush and vacuum clean all heating surfaces.
3. Vacuum all debris and soot from combustion area.
4. Inspect and adjust all safety and operation controls.
5. Test and verify operation of pop-off.
6. Check all electrical connections, contacts and fuses.
7. Clean and wipe down exterior of water heater.
8. Inspect and confirm proper operation of burner.
9. Check and confirm proper operation of water heater.
10. Observe overall condition and report any deficiencies that are discovered.

Terms and Conditions

1. **Scope of Work.**

(a) Client grants Company the exclusive right to perform those services (the "Work") set forth on Planned Maintenance (the "Work Order") in connection with Client's equipment (the "Covered Equipment"), as set forth on the Work Order. The Work will be performed pursuant to these Terms and Conditions and the Work Order. The terms "Client" and "Company" have the meanings set forth on the Work Order. Collectively, these Terms and Conditions and the Work Order are referred to as "this Agreement."

(b) Except as otherwise provided in this Agreement, all planned Work will be performed during Company's normal working hours.

(c) Unless otherwise provided in this Agreement, the Work does not include, and Company shall have no responsibility for (i) repairs or replacement of items not normally mechanically maintainable including, but not limited to, control boards, microprocessors, ductwork, boiler shell and tubes, cabinets, fan blades, fan wheels, fan shrouds/housing, boiler refractory material, heat exchangers, electric heat elements, main power service, electrical disconnects, conduit and wiring, piping, tube bundles, valve bodies, coils, structural supports, storage tanks, casings, fixtures, grills, registers, diffusers and tower fill; or (ii) operation of the system, design of the system, obsolescence, safety testing directed or required by any agency/company/person or organization, water/air balancing, internal devices within the duct systems, ductwork insulation, cleaning the interior of ductwork, fire/smoke dampers, removal and reinstallation of valve bodies and dampers, repair or replacement necessitated by freezing weather, electrical power failure, low voltage/inadequate power, burned-out main or branch fuses, low water pressure, water treatment provided by others, water condition, vandalism, misuse or abuse of the system(s), selection of domestic hot water temperatures, electrolysis, negligence of others (including Client), failure of Client to properly operate the system(s), requirements of governmental, regulatory or insurance agencies, or other causes beyond the control of Company. Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the scope of services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the scope of services. Client shall be responsible for the cost of any additional replacement refrigerant.

(d) Company will not be required to move, replace, or alter any part of the building structure in the performance of Work under this Agreement.

(e) Company shall not be required to identify, detect, encapsulate, abate, or remove (i) asbestos or any other toxic or hazardous wastes or materials; (ii) any fungus or spore or any substance, vapor, or gas produced or arising from any fungus or spore; or (iii) any products or materials containing any of the foregoing. In the event any such substances, wastes, or materials are encountered by Company during the performance of Work hereunder and are identified as such by the Company, Company's sole obligation will be to notify Client of the existence of such substance, waste, or material. Company shall have the right thereafter to suspend the performance of Work until such substances, wastes, or materials and the resultant hazards are properly removed in accordance with all government regulations and Company determines, in its sole discretion, that the work environment is safe for Company's personnel or its authorized agents to perform the Work. The time for completion of the Work shall be extended to the extent caused by any such suspension and the contract price shall be equitably adjusted.

2. **Access**

(a) Client shall permit Company free and timely access to the Covered Equipment and allow Company to start and stop the Covered Equipment as necessary to perform the Work.

(b) While Company is performing Work hereunder, Client agrees provide parking within a reasonable distance to the building for all Company service vehicles.

3. **Charges; Additional Services; Changes.**

(a) The initial charges, fees, and other amount payable by Client ("Charges") for Work performed and or equipment or materials provided hereunder are set forth on the Work Order. The prices charged by Company for Work under this Agreement are conditioned upon the Covered Equipment being in a maintainable condition. If the initial inspection or initial seasonal start-up indicates that repairs are required, a firm quotation will be submitted for Client's approval. If Client does not authorize the repairs, Company may either (i) remove the unacceptable system(s), component(s), or part(s) from its scope of Work and adjust the Charges accordingly; or (ii) terminate this Agreement.

(b) Following the Initial Term (as defined below), at the beginning of each Renewal Term (as defined below), Charges shall be subject to adjustment to reflect industry increases in labor, materials, and other costs.

(c) Company reserves the right to charge Client additional Charges for additional work (including labor and/or provision of materials and equipment) not included within the scope of this Agreement that is performed by Company at Client's request, including with respect to trouble or emergency calls involving conditions out of the scope of this Agreement. Such additional Charges shall be at standard prices or rates and shall be invoiced separately.

4. **Invoices; Payment Terms.** In consideration of the provision of Work by Company and the rights granted to Client under this Agreement, Client will promptly, but in no event later than fifteen (15) days after the date of the invoice, pay all Charges invoiced by Company. All late payments shall bear interest at the lesser of 2% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. In the event Client fails to pay an invoice within such fifteen

- (15) days, Company shall be entitled to suspend the provision of Work under this Agreement without notice and/or terminate this Agreement, and the entire amount due hereunder shall become immediately due and payable upon demand. Client shall reimburse Company for all costs incurred in collecting any late payments, including, without limitation, court costs and attorney's fees.
5. **Term.** This Agreement shall commence as of the date set forth on the Work Order and, except as otherwise provided on the Work Order, shall continue for a term of [12] months (the "Initial Term"). Upon the termination of the Initial Term, the Agreement shall automatically renew for subsequent [12] month terms (each, a "Renewal Term") unless and until either party gives written notice to the other party of its intent not to renew at least [30] days prior to the termination of the Initial Term or applicable Renewal Term.
 6. **Termination.** This Agreement may be terminated by either party on thirty (30) days' prior written notice if any of the following occur: (a) a transfer of title to the building or facility at which the Work is being performed; (b) damage or destruction to the building or facility which cannot be reasonably repaired within one hundred twenty (120) days; or (c) a taking or condemnation (or a deed in lieu thereof) of a substantial portion to the building or facility at which the Work is being performed.
 7. **Events of Default.** In the event either party (hereinafter referred to as the "Defaulting Party") fails or refuses to perform any of the terms and conditions, covenants, or agreements under this Agreement, or otherwise defaults in the performance of its obligations under this Agreement, the other party (hereinafter referred to as the "Non-Defaulting Party") shall be deemed to have the rights set forth in this Section 7 or as may be otherwise provided in this Agreement. The Non-Defaulting Party shall have the right to deliver written notice (the "Notice of Default") to the Defaulting Party of the Non-Defaulting Party's intent to terminate this Agreement for default. If the Non-Defaulting Party delivers the Notice of Default to the Defaulting Party, and the default specified in the Notice of Default is capable of being cured, the Defaulting Party shall have thirty (30) days to cure the default. If the Defaulting Party has not cured the default specified in the Notice of Default within such thirty (30) day period, the Non-Defaulting Party may at any time thereafter terminate this Agreement, without prejudice to any other rights and remedies the Non-Defaulting Party may have under law.
 8. **Subcontractors.** Company reserves the right to subcontract all or any portion of the Work to be performed under this Agreement.
 9. **Client Records.** Client shall make available to Company Group all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA's Hazard Communication Standard Regulations.
 10. **Taxes.** Client shall be responsible for all real estate, sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Client hereunder or applicable to the Work performed and/or the materials provided hereunder.
 11. **Litigation; Attorneys' Fees.** In the event that Company brings suit against Client to enforce any term or provision of this Agreement and prevails, Client shall reimburse Company for all costs and expenses incurred in connection therewith, including, without limitation, court costs, expert witness fees, and attorneys' fees. Any legal action relating to this Agreement, or the breach thereof, shall be commenced within one (1) year of the date that the party bringing such suit had knowledge of such breach or other acts or circumstances establishing its right to bring such legal action.
 12. **Force Majeure.** Company shall not be liable or responsible to Client, nor shall Company be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing its obligations under this Agreement, or any loss, damage, or detention resulting therefrom, if such failure, delay, loss, damage, or detention is caused by or results from acts or circumstances beyond the reasonable control of Company including, without limitation, unavailability of machinery, equipment, or materials, delay of carriers, strikes, lockouts, and other labor disputes (including those by Company's employees), military authority or governmental actions, war, invasion, or hostilities, terrorist threats or acts, priority regulations, insurrection, civil unrest, or riot, acts of God or forces of nature, including, without limitation, floods, fires, earthquakes, and storms, or telecommunications breakdown or power outage.
 13. **Indemnification.** To the fullest extent permitted by law, Client shall indemnify, defend, and hold Company, its parent, subsidiaries, affiliates, related entities, co-interest owners, joint ventures, co-lessees, partners, subcontractors, and each of their respective affiliates, shareholders, directors, officers, employees, managers, members, and agents ("Company Group") harmless from and against all claims, damages, losses, and expenses (including, but not limited to, attorney's fees) arising out of or resulting from the performance of Work hereunder to the extent caused in whole or in part by the acts or omissions of Client, its parent, subsidiaries, affiliates, related entities, co-interest owners, joint ventures, co-lessees, partners, invitees, and each of their respective affiliates, shareholders, directors, officers, managers, employees, agents, assigns, servants, invitees, and consultants ("Client Group"), regardless of whether such claims, damages, losses, or expenses are caused in part by the negligence of any member of Company Group.
 14. **Limited Warranty.** Company warrants that the Work performed hereunder shall be performed (a) in accordance with the terms and conditions of this Agreement; and (b) in a timely, workmanlike manner in accordance with generally recognized industry standards for similar work. Client's sole and exclusive remedy for breach of the foregoing warranty shall be, at Company's option, the repair, replacement, or re-performance of the defective work; provided, however, that (x) the foregoing warranty shall not apply to, and Company shall not be liable for, any defects caused or contributed to (whether by accident, alteration, or abuse) by any member of Client Group; and (y) Company's liability for breach of warranty shall not extend beyond the termination of this Agreement. THE FOREGOING WARRANTY IN THIS SECTION 14 FOR WORK

PERFORMED UNDER THIS AGREEMENT IS IN LIEU OF AND NEGATES, AND COMPANY EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES, WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED, STATUTORY, REGULATORY, PURSUANT TO GOVERNMENT REQUIREMENTS, OR AT LAW, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. COMPANY'S WARRANTY AND OBLIGATIONS, AND CLIENT'S REMEDIES, HEREUNDER ARE SOLELY AND EXCLUSIVELY STATED HEREIN, AND CLIENT, ON BEHALF OF ITSELF AND EACH MEMBER OF CLIENT GROUP, WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OTHER REPRESENTATIONS, WARRANTIES, RIGHTS, REMEDIES, CLAIMS, OR CAUSES OF ACTION ARISING FROM, OR RELATING TO, THIS AGREEMENT.

15. **Limitation of Liability.**

(a) NOTWITHSTANDING ANY OTHER PROVISION HEREIN CONTAINED, COMPANY SHALL NOT BE LIABLE TO CLIENT FOR (AND CLIENT SHALL RELEASE, PROTECT, DEFEND, INDEMNIFY, AND HOLD COMPANY GROUP HARMLESS FROM AND AGAINST) ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOSSES SUFFERED BY CLIENT OR ANY MEMBER OF CLIENT GROUP RESULTING FROM OR ARISING, DIRECTLY OR INDIRECTLY, OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE WORK TO BE PERFORMED HEREUNDER, AND ALL WITHOUT REGARD TO THE SOLE, JOINT, CONCURRENT, GROSS, ACTIVE, OR PASSIVE NEGLIGENCE OR BREACH OF DUTY (STATUTORY OR OTHERWISE) OF ANY MEMBER OF COMPANY GROUP.

(b) NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE WORK PERFORMED HEREUNDER SHALL IN NO EVENT EXCEED ONE HUNDRED PERCENT (100%) OF THE AMOUNTS PAID TO COMPANY PURSUANT TO THIS AGREEMENT PRIOR TO THE DETERMINATION OF COMPANY'S LIABILITY.

Authorization

By signing the below line, you are confirming that you have read and understand this paragraph and that you agree to the Terms and Conditions listed above.

The initial term of this Agreement will commence on 6/1/2025 and shall continue through 5/31/2026. This Agreement shall continue in effect from year to year thereafter unless either party gives written notice to the other of intention not to renew thirty (30) days prior to the anniversary date. This will include a 3% increase each year.

The Agreement price is **USD 16,448.54** and is payable **USD 4,112.14 Quarterly** from 6/1/2025 to 5/31/2026.

Offered By:

Yale - North

Rick Peyton

Manager of the Northern Division

Approved for Company by:

Date

Approved For:

STRIDE Academy

Eric Skansen

Print Name



Signature

Exec Director

Title

6-2-25

Date

Please sign and email to Rick Peyton at rick@climateairinc.com.

THANK YOU FOR YOUR BUSINESS!

