

CAR WASH SERVICE AGREEMENT

This agreement is made and entered into by and between the La Crosse Regional Airport, an entity of the City of La Crosse, Wisconsin, and Reliable Plus, a Minnesota Corporation.

WHEREAS, the La Crosse Regional Airport, hereinafter "Airport", purchased car wash equipment through a General Contractor from Reliable Plus, hereinafter "Provider"; and,

WHEREAS the general contract for said car wash equipment was required to be installed and open for business by October 30th, 2019; and

WHEREAS this date was surpassed with the car wash system determined complete on December 5th; and,

WHEREAS both Airport and Provider desire to avoid liquidated damages under the general contract;

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the parties hereby agree as follows:

1. Recitals. The recitals set forth above constitute an integral part of this service agreement and are incorporated herein by this reference and are agreed by both parties.
2. Purpose. The purpose of this agreement is to provide car wash services in support of the operation of Airport's car wash system in lieu of assessing liquidated damages. Services described below shall be provided for the outlined term at no cost to Airport for the described term.
3. Term. The term of this agreement shall be a period of 24-months commencing February 1, 2020 and expiring on January 31, 2022. No extensions of this term are granted or implied.
4. Services. Provider shall service Airport's car wash system for the items below at no cost:
 - a. All chemicals consumed or necessary for operating the car wash system, whether as a cleaning agent or necessary component to operate;
 - b. Quarterly preventative maintenance, or as often as preventative maintenance shall occur;
 - c. Parts utilized during preventative maintenance or service call activities;
 - d. Labor, to include travel time to and from Airport;
5. Exemptions. This agreement expressly omits service and repairs necessary due to earthquakes, tornados, floods, and other natural disasters outside the control of either party.
6. Responsibility of Provider. Provider shall document all activity provided under this service agreement in a manner consistent with good customer service where service and supplies are provided in a timely and expedient manner. All service shall be documented and submitted for record keeping purposes to Airport. Invoices shall include a cost element, but shall show a zero sum due for the term of the agreement.

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7. Responsibility of Airport. Airport shall operate the car wash system supplied by Provider in a professional manner. Regular inspection of the car wash system shall be performed in accordance with acceptable standards established by provider. Airport shall make timely notification of any discrepancy to Provider in a detailed and expeditious manner.
8. Liability. By accepting this service agreement, Airport and Provider indemnify each other with respect to all monetary compensation related only to the delay in delivery of the car wash system under the general contract. No other liability or provision of the general contract is altered, waived, construed to be waived, nor implied to be waived.
9. Amendments. This agreement may not be amended by either party and in no way amends any previous agreement made with respect to the Airport's car wash system, including the general contract to construct the car wash. All previously established warranties and contract provisions remain in effect.
10. Entire Agreement. This agreement constitutes the entire agreement for car wash system services between the parties, and expires on the last day of the term.

IN WITNESS WHEREOF, the Parties hereto have caused this agreement to be executed as of the dates set forth below,

ATTEST:

BY: *Paul Schuneman*

RELIABLE PLUS:

BY: *[Signature]*

PRINT NAME: PAUL STARKE

DATE: 2-15-2020

ATTEST:

LA CROSSE REGIONAL AIRPORT

BY: _____

BY: _____

PRINT NAME: _____

DATE: _____

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